ESCAMBIA COUNTY, FLORIDA APPLICATION FOR DEVELOPMENT/REHABILITATION OF RENTAL HOUSING FOR THE STATE OF FLORIDA'S FY 2018-2019 LOW INCOME HOUSING TAX CREDIT PROGRAM

Summer Meadows

Submitted by: Southport Development, Inc.

Original

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

1					Staff			
1.	Did the developer			Verification				
2.	Did the developer supply a p	reliminary site plan and elevation?	YES [NO				
_	Did the Developer provide th	e five FHFC ability to proceed forms?	✓ YES [NO				
3.	old the Developer provide a	pre-application review with written	YES [NO				
	comments from Escambia Co	unty or the City of Pensacola as						
	appropriate?							
4.	Did the developer provide ev	idence of site control?	YES [NO				
5.	uses statement?	development proforma and sources and	YES [NO				
6.	Did the developer provide inf	ormation on the development team?	✓ YES	NO				
7.	Did the developer provide inf team?	ormation on the property management	✓ YES	NO				
8.	Did the developer provide evi	idence of community outreach?	YES	NO				
9.	Project is NOT located in a FE	MA mapped Special Flood Hazard Area?	V YES	NO				
10.	Project is NOT located in a Ra	cially and Ethnically Concentrated Area of	YES	NO				
	Poverty (RECAP) area (Census	Tracts 16)	W 120 _	,				
11.	The developer or its principals	are NOT debarred from federal projects	YES	NO				
	or FHFC projects and develope	er is not on FHFC's non-compliance listing]				
	for any reason			- 1				
2.	2. CONTACT INFORMATION:							
Арр	licant Name:	SP Meadows LLC						
		5403 West Gray Street						
Mailing Address:		Tampa, FL 33609						
Email Address:		kcantu@sphome.com						
Phone Number:		813-288-6988						
Prin	nary Contact/Title:	Kevin Cantu, Authorized Representativ	/e		-			
Secondary Contact/Title:		Brianne Heffner, Vice President						

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA #		2018-116				
Development Nan	ne:	Summer Meadows				
Development Add	ress:	East side of Hilburn Roa and Hilburn Road, Uninc	d, approximately 600 fe orporated Escambia Co	et north of the intersect	ion of Twin Lakes Drive	
Parcel Reference M	lumber:	291S301202000001, 2				
Jurisdiction Location	on:	_		/ City of Pensa	cola	
Type of Developm that apply):	ent (check all	☐ Elderly ☑ Fa	mily Special Ne	eeds Homeless		
Type of Constructi	on:	✓ New ☐ Reh	abilitation 🗌 Acq	uisition/Rehabilita	tion	
Development Design:		X Garden Apts Townhomes Duplexes	High Rise Quadraplexe	Mid Rise, 4:		
Total Number of U	nits:	120	Number of Set	Aside Units:		
Is project located in a 2016 RECAP area (census tract 16)? NO YES (projects located in these census tracts not eligible) Is project located in a FEMA Special Flood Hazard Area? NO YES (projects located in FEMA SFHA not eligible) Is the project located in a City or County Community Redevelopment Area? NO YES If yes, provide name of CRA: Oakfield Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)? NO YES						
EVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.						
BR SIZE→	Ctualia	1.0-4	0.0			

DE

BR SIZE→ ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area					-
Median Income			2		
(AMI)					
31-50% AMI		1	8.6	4	
51-60% AM!	()	5	70	32	
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: 120

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)			363		
31-50% AMI		338	409	559	
51-60% AMI		669	805	922	
61-80% AMI					
>80% AMI					

4.	DE۱	/ELO	PER	EXP	ERI	ENCE:
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5.

	EVELOPEN EXPENSENCE,	
а	associated with any deve	development team or any principals of the development team been elopment currently debarred or prohibited from participating in FHFC or t program? NO YES If yes, please attach a detailed explanation in
b	associated with any deve	development team or any principals of the development team been elopment that has gone into default or been given a "troubled" NO VES If yes, please attach a detailed explanation in APPENDIX I.
C.	Has any member of the o associated with any deve	levelopment team or any principals of the development team been clopment that has been found in non-compliance with the FHFC or another NO NO Test If yes, please attach a detailed explanation in APPENDIX I
d.	 Provide information on y including experience with 	our development teams' housing accomplishments over the past 5 years, a affordable or workforce housing developments. Include summary of staff anizational chart with names/titles and designation of full or part time
e.		ies developed or owned by your agency in Escambia or Santa Rosa Counties tach Appendix A and state such.
P	ROPERTY MANAGEMENT TO	EAM EXPERIENCE:
a.	Name of Proposed Property Management	
	Company:	Cambridge Management Inc.
b.	Address of Management Company:	1916 64th Avenue West, Tacoma, WA 98466
c.	Provide information on the	experience of the proposed property management team, specifically with
	effected to	

- c. affordable or workforce housing developments. (ATTACHMENT 7)
- d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. **DESIGN COMPATIBILITY:**

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

RESIDENT DROGRAM OFFEDINGS.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

, .	RESIDENT I ROSIDANI OTT ENINGS.
	a. FHFC mandates provision of resident programs. Please note the minimum required resident
	programs that will be offered at the development:
	Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)
	After School Program for Children Computer Training
	Daily Activities
	Family Support Coordinator Financial Management Program
\checkmark	Homeownership Opportunity Program
	Resident Assurance Check-In Program (Elderly)
	b. Please list any resident program offerings in excess of the required minimums from FHFC:
Fina	ancial Management Program. Classes held at least quarterly according to FHFC guidelines, including, but
but	not limited to, budgeting and bill-paying including training in the use of technolgoes and web-based applicationsl;
Tax	preparation including do's and don't, common tips, and how and where to file, etc; fraud prevention; retirement
plan	nning; and homebuyer education.

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

L1.	FINANCIAL CAPACITY:		
а	. Total Development Cost:	\$20,948,000	
b	. Cost per Unit:	\$174,000	
C	Is project based rental assi Development?	stance anticipated for this	☑ NO ☐ YES
If yes	, list source of rental assistanc	ce:	
Number of Units to receive assistance:		Years remaining on rental assistance contract:	
d.	Attach a 15 year Proforma o	ash flow and proposed sources an	d uses of funds to demonstrate long-term
		ent. Documents should be based f the affordability period. (ATTACH	on assumptions of occupancy, rents, and MENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

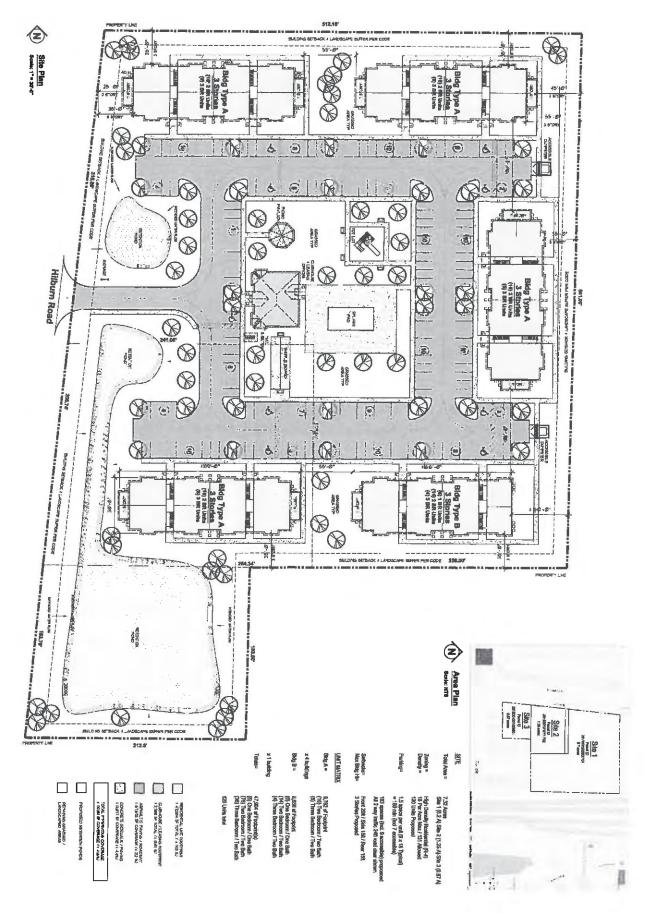
a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

substantial completion, and lease-up.
Permits obtained 05/2019, closing 06/2019, construction commencement 07/2019, lease begins
050/2020, construction completion 08/2020, stabilized operations 11/2020
14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE
Additional funding in excess of the minimum local government contribution will be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.
Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. NO YES If yes, please continue below.
Number of Homeless Units Number of Special Needs Units
Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).
CERTIFICATION:
The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.
This application will also be considered an application to the ECHFA for issuance of tax exempt debt.
Signature: 10/29/18

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates,

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

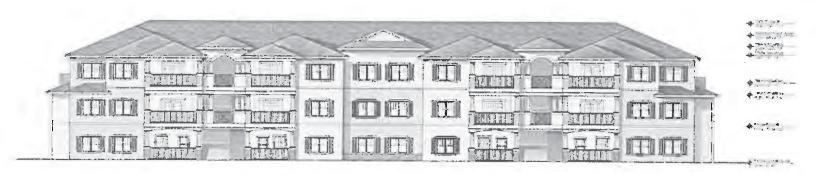
EXHIBIT 1



SK-1Project No. 2018-155c
Date: October 16, 2018

SP - Escambia Hilburn Apartments
Proposed Multi Family Housing Community
Hilburn Rd, Brent, FL 32504





Street Elevation Building

Arci rectonics Studio

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

EXHIBIT 2

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

Name o	f Development:	Summer Meadows
	-	East side of Hilburn Road, approximately 600 feet north of the intersection of Twin Lakes Drive
Develo	pment Location:	and Hilburn Road, Unincorporated Escambia County, FL
At a mini (if hocated be include	l within a city) or cor	diess number, street name and city and/or provide the street name, closest designated intersection and either the city arty (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, most also
Numbe	of Units in the l	Development: 120
		or greater than the mamber of units stated by the Applicant in Exhibit A of the RFA.
	ersigned service promet the following	ovider confirms that, as of the date that this form was signed, the above referenced Development
1.	Sewer Capacity of	or Package Treatment is available to the proposed Development; cr

To access such waste treatment service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and/or remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that waste treatment service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive waste treatment service. The availability of waste treatment services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

There are no known prohibitions to installing a Septic Tank system with adequate capacity for the proposed Development location or, if necessary, upgrading an existing Septic Tank system with adequate capacity for the proposed Development

2.

For projects located within Miami-Dade County, the Applicant is advised that the right to connect the referenced property to the Department's sewer system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including the Coasent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24460-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

CERTIFICATION

I certify that the foregoing information is true and correct.	
41 hl	Emerald Coast Utilities Authority
Signature	Name of Entity Providing Service
Andre Calaminus	9255 Sturdevant St
Print or Type Name	Address (street address, city, state)
Right of Way Agent Print or Type Title	Pensacola, FL 32514
9/17/2018 Date Signed	850-969-5822 Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not occeptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 8-18)

FLORIDA HOUSING FINANCE CORPORATION VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS

Name	e of Development: Summer Meadows				
Deve	lopment Location: and Hilburn Road, Unin-	ad, approximately 600 feet north of the intersection of Twin Lakes Drive corporated Escambia County, FL			
At a m (if loca be incl	ated within a city) or county (if located in the uninco	nd city and/or provide the street name, closest designated intersection and either the city reporated area of the county). The location of all Scattered Sites, if applicable, must also			
	undersigned service provider confirms that lopment Location met the following:	t, as of the date that this form was signed, the above referenced			
1.	Existing paved roads provide access to of the proposed Development;	the proposed Development or paved roads will be constructed as part			
2.	There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and				
3.	The execution of this verification is not a granting of traffic concurrency approval for the propose Development.				
		CERTIFICATION			
I certi	fy that the foregoing information is true as	nd correct.			
\angle	Lef -	Escambia County BOCC			
Signat	ture	Name of Entity Providing Service			
Colby 1	Brown, P.E.	3363 West Park Place			
Print c	or Type Name				
Deputy	Director of Public Works	Pensacola, FL 32505			
Print o	or Type Title	Address (street address, city, state)			

850.595.3433

Telephone Number (including area code)

9.28,2018 Date Signed

FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Summer Meadows	
Development Location: and Hilburn Road, Unincorporated I (At a minimum, provide the address number, street name and city, and/o	nately 600 feet north of the intersection of Twin Lakes Drive Escambia County, FL or provide the street name, closest designated intersection and either the city rea of the county). The location of all Scattered Sites, if applicable, must also be
Number of Units in the Development: 120 This number must be equal to or greater than the number of units stated	by the Applicant in Exhibit A of the RFA
Development's proposed number of units, density, and in and zoning designation or, if the Development consists of conforming use. To the best of my knowledge, there are	the date that this form was signed, the above referenced atended use are consistent with current land use regulations frehabilitation, the intended use is allowed as a legally non-re hearings or approvals required to obtain the appropriate blicable land use regulations, there are no known conditions eferenced Development on the proposed site.
CERTIF	ICATION
the intended use is allowed as a "legally non-conforming true and correct. In addition, if the proposed Developmen	has vested in me the authority to verify esignation or, if the Development consists of rehabilitation, use" and I further certify that the foregoing information is at site is in the Florida Keys Area as defined in Rule Chapter betained the necessary Rate of Growth Ordinance (ROGO)
0.00	Horace L. Jones
Signature	Print or Type Name
8-24-16	Director, Development Services
Date Signed	Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

FLORIDA HOUSING FINANCE CORPORATION VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY

Name of Development:	Summer Meadows		

East side of Hilburn Road, approximately 600 feet north of the intersection of Twin Lakes Drive

Development Location and Hilburn Road, Unincorporated Escambia County, FL

At a minimum, provide the address number, street name and city and/or provide the street name closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

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

CERTIFICATION

Certify that the foregoing information is true and correct	Gult Power Company
Signature	Name of Entity Providing Service
Diana Rivera	9220 Pine Forest Rd
Print or Type Name	Address (street address, city, state)
Engineer Print or Type Title	Pensacola, FL
10/10/18	85D-429-2820
Date Signed	Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficianes of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

FLORIDA HOUSING FINANCE CORPORATION VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER

Name of Development:	Summer Meadows
	East side of Hilburn Road, approximately 600 feet north of the intersection of Twin Lakes Drive and Hilburn Road, Unincorporated Escambia County, FL
At a minimum, provide the ad	dress number, street name and city and/or provide the street name, closest designated intersection and either the city andy (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also
Number of Units in the I This number must be equal to	Development: 120 or greater than the number of units stated by the Applicant in Exhibit A of the RFA.
The undersigned service	provider confirms that, as of the date that this form was signed, the above referenced

Development Location met the following:

- 1. Potable water is available to the proposed Development, subject to item 2 below.
- To access such water service, the Applicant may be required to pay hook-up, installation and other customary fees, comply with other routine administrative procedures, provide easements, and remove, relocate, install or construct line extensions and other equipment, including but not limited to pumping stations, in connection with the construction of the Development. Execution of this document does not guarantee that water service will be available to the Applicant in the future and does not provide the Applicant with any vested rights to receive water service. The availability of water services is subject to the approval of all applicable governmental agencies having jurisdiction over these matters.

CERTIFICATION

I certify that the foregoing information is true an	d correct.
H. She	Emerald Coast Utilities Authority
Signature	Name of Entity Providing Service
Andre Calaminus	9255 Sturdevant St.
Print or Type Name	Address (street address, city, state)
Right of Way Agent	Pensacola, FL 32514
Print or Type Title	
10/15/2018	850-969-5822
Date Signed	Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

EXHIBIT 3



Date: Monday, October 29, 2018

LYNN B 1.62% INT MCDOWELL

305 GREEN OAK RIDGE MARIETTA GA 30068

Project Number 18103604PSP-PA Job Address: 6080 HILBURN RD, PENSACOLA, FL 32504

Dear LYNN B 1.62% INT MCDOWELL,

Staff has completed its review of plans for the Summer Meadows that is to be located at 6080 HILBURN RD, PENSACOLA, FL 32504. Comments from this review follow:

Community Redevelopment Area (CRA) Review Comments

The following comments have been provided by **Sherry Duffey**. Should you have any questions or require additional information regarding any of these comments, please contact **Sherry Duffey** at **(850) 595-1673** or by email at **saduffey1@myescambia.com**.

This project is in the Oakfield Redevelopment District. We have reviewed the proposed development and have no comments.

10/29/2018 9:33:36 AM Summer Meadows 18103604PSP-PA Page 2

Floodplain Management Comments

The following comments have been provided by **Juan Lemos**. Should you have any questions or require additional information regarding any of these comments, please contact **Juan Lemos** at **(850) 595-3467** or by email at **jclemos@myescambia.com**.

i. Please insert the following statement in your plans:

"The subject property as shown hereon is located in **flood zone X**, (Minimal risk areas outside the 1-percent and .2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones), as determined from the Federal Emergency Management Agency Flood Insurance Rate Map of Escambia County, Florida, Community 120080, FIRM map panel numbers **12033C0380G**, map revision dated September 29, 2006."

FYI, FEMA has released the preliminary flood maps for Escambia County. You can review the current and proposed flood zone changes for any parcel in Escambia County here: http://portal.nwfwmdfloodmaps.com/map.aspx?cty=escambia

Addressing Review Comments

The following comments have been provided by **Shannon Pugh**. Should you have any questions or require additional information regarding any of these comments, please contact **Shannon Pugh** at or by email at **sdpugh@myescambia.com**.

- i. Address is incorrect. The overall site address will be **6080 Hilburn Road**. Show the address on the site plan and use the address on all future forms and applications.
- ii. Suites should be numbered so that building number, floor, and unit on that floor can be gleaned from a single number. Example: for Building 2, 3rd Floor, 4th Unit on the 3rd floor, the suite would be 2304. In cases where there is only one building, the building number portion should be dropped.
- iii. Show the suite numbering system on the site plan
- iv. On April 5, 2012, the United States Postal Service (USPS) revised *Postal Operations Manual* (POM) subchapter 63, providing the Postal Service with autonomy in determining the modes of delivery when adding new deliveries, thereby enabling the Postal Service to provide services adequate and necessary to meeting its basic function in the most efficient manner.

The Local Postal Service representatives are still required to meet with builders and developers early in the process to ensure the best choices are made. The USPS reserves the right to establish delivery in the most consistent and cost effective means viable to meet our federal mandate of providing a free form of service that best meets the need to establish and maintain a safe, reliable and efficient national Postal Service.

In order for the USPS to make contact with the builder early in the process, their contact information would be very helpful if provided. Delivery will begin in the newly developed area ONLY upon approval from the USPS representative and only to locations and equipment provided by the USPS. Street delivery will be held until such time as an approved site locations is agreed upon.

Contact:

Tawanda Dumas

Growth Management Coordinator | GFA District | Jacksonville FL 32203-9998

Office Hours: Mon-Fri 8:00 am - 17:00 pm

Phone: 904-366-4924 fax: 904-359-2979 email: tawanda.d.dumas@usps.gov

ECUA (Water and Sewer Utility) Review Comments

The following comments have been provided by **Andre Calaminus**. Should you have any questions or require additional information regarding any of these comments, please contact **Andre Calaminus** at **(850) 969-5822** or by email at **andre.calaminus@ecua.fl.gov**.

Project will need to submit to ECUA Engineering for review and permitting of water and/or sewer.

This project is located within a WHPA and will need to be reviewed by Tim Haag (timothy.haag@ecua.fl.gov, 850-969-3304).

Stormwater Review Comments

The following comments have been provided by **Roza Sestnov**. Should you have any questions or require additional information regarding any of these comments, please contact **Roza Sestnov** at **(850) 595-3411** or by email at **risestnov@myescambia.com**.

- i. The increase in impervious surface resulting from modifications to existing development with a net increase of less than 1000sf would result in a stormwater exemption. Any additional gravel area or other semi-impervious area, subject to traffic, proposed to the site will be considered as semi-impervious and will have to be included in impervious area with a coefficient of 0.6. In this case less than 1666sf of semi-impervious would result in a stormwater exemption. It appears that this project may not qualify for this exemption.
- ii. Provide a Stormwater Management Plan signed and sealed by a professional engineer registered in the State of Florida. Provide drainage calculations for retention/detention facilities, at minimum, must satisfy one of the following:
 - a. For a positive drainage outfall system, Qpost < Qpre for a 100-year frequency of critical duration, up to and including a 24-hour duration storm event, with metered positive discharge into an approved functioning drainage system. Positive outfall has to be demonstrated for this site. Additional improvements of Hilburn Road Right of Way may be required for positive outfall. The entire pond shall be recovered in no more than 7 days.</p>
 - b. For retention facilities designed with no positive outfall, the retention volume must be adequate to collect and percolate runoff from up to and including a 24-hour, 100-year design storm frequency including upland acreage runoff. The entire pond shall be recovered in no more than 10 days.
- iii. When applicable please provide the following notes on the plans:
- iv. "The project engineer (engineer of record) shall provide to Escambia County "As-Built" record drawings for verification and approval by Escambia County one week prior to requesting a final inspection and certificate of occupancy, or provide "As-Built" certification that the project construction adheres to the permitted plans and specifications. The "As-Built" certification or the "As-Built" record drawings must be signed, sealed and dated by a registered Florida Professional Engineer"
- v. "All aspects of the stormwater/drainage components and/or transportation components shall be completed prior to issuance of a final certificate of occupancy."
- vi. "No deviations or revisions from these plans by the contractor shall be allowed without prior approval from both the design engineer and the Escambia County. Any deviations may result in delays in obtaining a certificate of occupancy."
- vii. "The contractor shall install prior to the start of construction and maintain during construction all sediment control measures as required to retain all sediments on the site. Improper sediment control measures may result in Code Enforcement Violation."
- viii. "Retention/detention areas shall be substantially completed prior to any construction activities that may increase stormwater runoff rates. The contractor shall control stormwater during all phases of construction and take adequate measures to prevent the excavated pond from blinding due to sediments."
- ix. "All disturbed areas which are not paved shall be stabilized with seeding, fertilizer and mulch, hydroseed and/or sod."
- x. "All new building roof drains, down spouts, or gutters shall be routed to carry all stormwater to retention/detention areas."
- xi. "Developer/Contractor shall reshape per plan specifications, clean out accumulated silt, and stabilize retention/detention pond(s) at the end of construction when all disturbed areas have been stabilized and prior to request for inspection."
- xii. "Contractor shall maintain record drawings during construction which show "as-built" conditions of all work including piping, drainage structures, topo of pond(s), outlet structures, dimensions, elevations, grading

- etc. Record drawings shall be provided to the Engineer of Record prior to requesting final inspection."
- xiii. "The owner or his agent shall arrange/schedule with the County a final inspection of the development upon completion and any intermediate inspections at (850) 595-3472. As-built certification is required prior to request for final inspection/approval."
- xiv. "Prior to construction a separate Building Inspection Department permit(s) shall be obtained for all Retaining wall(s) higher than 2 feet."
- xv. "Notify Sunshine utilities 48 hours in advance prior to digging within R/W; 1-800-432-4770."
- xvi. "Any damage to existing roads during construction will be repaired by the developer prior to final "as-built" sign off from the county."
- xvii. "The contractor shall notify FDOT 48 hours in advance prior to initiating any work in the state rights-of-way."
- xviii. Show applicable locations of erosion/sediment control measures and label on plans.
- xix. If applicable, include on plans energy dissipaters at discharge points of all pipes and flumes based upon applicable design velocities. Rip-rap dissipater detail(s) should include minimum stone weight (suggest 50 #), spread and depth dimensions. Splash pad dissipater detail(s) should include construction specifications, dimensions, material etc.
- xx. Include cross-section detail(s) of proposed pond(s) including side slopes, the top and bottom elevations, pond embankment stabilization notes, associated inflow/outflow structures, etc.
- xxi. Detention and retention basins (ponds), designed to impound more than two feet of water, must contain side slopes that are no steeper than 4:1 (horizontal to vertical) out to a depth of two feet below control elevation. Alternatively, the basin can be fenced with a perimeter fence to restrict public access.
- xxii. If applicable, include a cross section of all proposed swales/open ditches including side slopes, and the proper stabilization notes if applicable. Plan view should include % slope, elevations, contours, and grading requirements as necessary for construction purposes.
- xxiii. Provide a complete grading/drainage plan by tying existing contours to proposed contours.
- xxiv. A geotechnical soil analysis report is required for projects > 9,000 total sq ft of impervious area.
- xxv. Demonstrate on plans how stormwater runoff is conveyed to receiving drainage system.
- xxvi. Provide a copy of a Maintenance Plan to both the County and the entity/owner responsible for maintenance which includes a listing setting forth scheduled maintenance needs and operation/maintenance instructions for the stormwater facilities and erosion repairs.
- xxvii. Provide a general description of drainage for on site, abutting property and adjacent roadway, the project objectives and conclusions, pertinent information critical to the project, etc.
- xxviii. Include a brief summary of impacts to adjacent properties, receiving drainage system, and area-wide drainage systems for post development conditions. The stormwater design must provide reasonable assurance to protect adjacent properties.
- xxix. FYI: It is Engineer/Developer's responsibility to obtain all state required permits.
- xxx. Drainage fees shall be paid at the time of the final comparison submittal. Drainage fees will be determined at the time of route sheet sign off.
- xxxi. Please provide on the drawings a table listing existing and proposed impervious, semi-impervious, and pervious areas.

Fire and Life Safety Review Comments

The following comments have been provided by **Joseph Quinn**. Should you have any questions or require additional information regarding any of these comments, please contact **Joseph Quinn** at **(850) 595-1810** or by email at **jequinn@myescambia.com**.

- i. 18.2.2.1 Access Box(es). The AHJ shall have the authority to
 - require an access box(es) to be installed in an accessible location
 - where access to or within a structure or area is difficult
 - because of security.
- i. 18.1.1.2 Fire Hydrant Systems. Plans and specifications for

for review and approval prior to construction.

- 18.2.3.4.1.1 Fire department access roads shall have an unobstructed width of not less than 20 ft (6.1 m).
- 18.2.3.4.1.2 Fire department access roads shall have an unobstructed vertical clearance of not less than 13 ft 6 in. (4.1 m).
- i. 18.2.3.4.2 Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface capable of supporting 40 tons.
- 18.2.3.4.3.2 Turns in fire department access roads shall maintain the minimum road width.
- i. 18.2.3.4.6.3 Fire department access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft
 (0.61 m) beyond each edge of the fire lane.
- 18.2.4.1.1 The required width of a fire department access road shall not be obstructed in any manner, including by the parking of vehicles.
- i. 18.3.1* An approved water supply capable of supplying the
 required fire flow for fire protection shall be provided to all
 premises upon which facilities, buildings, or portions of buildings

are hereafter constructed or moved into the jurisdiction. Indicate the location of the closest fire hydrant on the site plan.A fire hydrant must be within 500ft of the furthest point of the structure. Indicate the location of the underground fire line required for each the fire sprinkler system.

i. 18.4.5.2 Buildings Other Than One- and Two-Family Dwellings.

The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 18.4.5.1.2.

i. 18.4.5.2.1 A reduction in required fire flow of 75 percent shall be permitted when the building is protected throughout by an approved automatic sprinkler system. The resulting fire flow shall not be less than 1000 gpm (3785 L/min).

i. 18.4.5.2.2 A reduction in required fire flow of 75 percent shall be permitted when the building is protected throughout by an approved automatic sprinkler system, which utilizes quick response sprinklers throughout. The resulting fire flow shall not be less than 600 gpm (2270 L/min).

- i. 18.4.5.3* For a building with an approved fire sprinkler system, the fire flow demand and the fire sprinkler system demand shall not be required to be added together. The water supply shall be capable of delivering the larger of the individual demands.
- i. Provide a floor and elevation plan.

ADA Review Comments

The following comments have been provided by **Charles Wiley**. Should you have any questions or require additional information regarding any of these comments, please contact **Charles Wiley** at **(850) 554-0265** or by email at **ckwiley@myescambia.com**.

Provide ADA parking space. Must be at least 12 feet wide with a service isle of at least 60".

Provide a minimum 44" wide handicap route to the building with striping.

Provide signage with sign reading penalty fine \$250 max.

Provide shortest route and the safest route to the entrances.

Access Management Review Comments

The following comments have been provided by **Jason Walters**. Should you have any questions or require additional information regarding any of these comments, please contact **Jason Walters** at **(850) 595-3422** or by email at **iiwalter@myescambia.com**.

- 1) Clearly identify the existing right-of-way along the Hilburn Road frontage of the development. A formal request for right-of-way may be forthcoming after your next submittal.
- 2) Provide FDOT's 457 Report (right turn lane analysis) for the proposed driveway on Hilburn.
- 3) A 5' concrete sidewalk along the Hilburn Road frontage will be required due to the development's proximity (within a 2 mile radius) to a school.
- 4) Additional comments may be forthcoming after your next submittal.

Planning and Zoning Comments

The following comments have been provided by **Caleb MacCartee**. Should you have any questions or require additional information regarding any of these comments, please contact **Caleb MacCartee** at **(850) 595-3473** or by email at **cqmaccartee@myescambia.com**.

- i. Please confirm that the parcels will be combined as this will affect the development.
- ii. On the plan provide the property reference numbers of the development site and adjoining parcels. Show any intersection of adjoining parcel boundaries with the development site parcel.
- iii. On the plan provide the zoning district(s), future land use category (FLU), and existing uses of the development site and adjoining parcel(s).
- iv. Draw or sketch the property boundaries to scale or, in as much as possible, proportionally to its

dimensions. Include the actual dimensions (length) or each side of the property. Using a dotted line, show the required building setback distance. On the plan please label the total site acreage.

- i. The development plan must be labeled and include the following items:
 - a. Draw or sketch the property boundaries to scale or, in as much as possible, proportionally to its dimensions. Include the actual dimensions (length) or each side of the property. Using a dotted line, show the required building setback distance.
 - b. Draw and label all structures that are located on the property, both existing and proposed
 - c. List the current and proposed use of the structures.
 - d. Show the total square footage (length x width) of existing or proposed structures.
 - e. Show the total square footage (length x width) of existing or proposed impervious areas (area that cannot absorb water: e.g., concrete, asphalt, buildings, other structures). Show these dimensions on the site plan (distances of length and width). Include distances of impervious areas to the property line
 - f. Show the driveways and parking area dimensions, label an existing or proposed, and indicate the type of material that they are constructed or will be constructed of (concrete, asphalt, dirt, gravel, grass, etc.).
 - g. Include the number of parking spaces existing and proposed.
 - h. Show distances of all structures to the property line.
 - i. Show, with arrows, the direction that water flows across the property. If the site is flat, state this on the plan.
 - j. Show all existing drainage systems on the site (retention ponds, swales, culverts, pipes). Include any existing drainage systems in the right-of-way (roadside ditches, curbs, drainage inlets). If there are no drainage systems adjacent to the site, indicate, as best as possible, where the stormwater from the property flows.

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- Show all outside waste facilities. This would include dumpsters, storage areas, proposed or existing septic
- ii. Please provide the floor plan and building elevations on the plan.
- iii. Please provide parking calculations on the plan. See Section 3-1.2 Parking Demand of the LDC.
- iv. Please show the exterior lighting plan. Sec. 5-9.3 Exterior lighting in and around buildings and in parking lots is permitted in all districts. Lighting is to be located for safety and visual effect. With the exception of street lights, it shall be installed so as not to shine directly on adjacent property. Lighting shall avoid annoyance from brightness and glare.
- v. Please place the floor area ratio calculations on the site plan. **Floor area ratio.** A maximum floor area ratio of 2.0 for all uses.
- vi. A tree mitigation table should be inserted on the site plan showing all protected trees for removal, their species, DBH, mitigation requirements, and credits if applicable.
- vii. **Buffers. (a) Required by use.** The character of adjoining land uses primarily determines the type of buffering required.

Residential and non-residential. All residential uses shall be buffered from all non-residential uses, other than passive recreation, conservation, or agricultural uses, according to the buffer types established in this section and following non-residential categories:

Residential. All multi-family uses exceeding 10 dwelling units per acre (MDR district max. density) shall provide a Type-A buffer supplemented with an opaque fence or wall for all adjoining single-family and two-family residential uses.

- i. Please show the location of any proposed signage and calculations. See **Sec. 5-8** for sign regulations. All proposed signage must obtain a valid Escambia County sign permit unless otherwise exempt.
- ii. On the top/cover sheet of the plan set provide a scaled and oriented site vicinity map locating the development site relative to principal roads, section lines, etc.
- iii. On the plan provide the zoning district(s), future land use category (FLU), and existing uses of the development site and adjoining parcel.
- iv. Landscape plans. Prior to any county authorization of land development requiring site landscaping, a landscape plan shall adequately document compliance with all applicable landscaping standards of this article and the *DSM* Chapter 2, Landscaping Article. The plan shall include all calculations, dimensions, notes, and details necessary to describe the landscape elements and their relation to the site boundary and site improvements. Any landscaping proposed solely at the owner's discretion shall be distinguished from that required by the county. Additionally, the plan shall include owner notification of the responsibility for the establishment of newly planted trees and shrubs and the continuing obligation of maintenance of all landscape elements.
- v. Include information on the site plan per Escambia County LDC as applicable.

Environmental Review Comments

The following comments have been provided by **Bradley Bane**. Should you have any questions or require additional information regarding any of these comments, please contact **Bradley Bane** at **(850) 595-4572** or by email at **bdbane@myescambia.com**.

i. Wellhead Protection/ Wellhead Protection Areas (WHPA):

Per standard *Wellhead Protection*codes and DRC review comments, please include the following note on the site plan:

- "The subject parcel falls within the Travel Time Contours of a protected (potable) wellhead. Contractors shall be responsible for reporting spills of potentially hazardous substances (i.e. gasoline, diesel fuel, hydraulic fluid, cleaning products, chemicals, etc.) to the appropriate state (FDEP State Warning Point 1-800-320-0519) and local (Escambia County Health Department/Environmental Health 595-6712) agencies."
 - i. Per Escambia County GIS & ECUA maps, this project/ parcel falls entirely within the 20-yr. Time of Travel Contour/ Wellhead Protection Area (WHPA) of a protected, potable drinking well. Please see attached Wellhead review map for general reference. (If needed, such can be viewed as well at Escambia County's

- GIS Mapping site at: https://myescambia.com(Maps, GIS Maps, etc.). Note all "Wellhead Protection" provisions under Escambia County's Land Development Code (LDC) will need to be addressed on revised site plans, through ECUA, &/or provided (report) if necessary:
- ii. LDC, Chapter 4 Location and Use Regulations, Article 5 Natural Resources, Sec. 4-5.2Environmentally Sensitive Lands (a) (8) Wellhead Protection Areas, etc.
- iii. Sec. 4-5.9 Wellhead Protection (a)-(f),
- iv. DSM Chapter 2 Environmental, Sec. 1-7 Specifications of Groundwater/ Wellhead Impact Report, etc.
- v. Please delineate the 20-yr. WHPA/ Time of Travel Contour (TOT) on revised site plans/ plats to scale as much as possible &/or providean inset map to inform contractors of potential concerns per comment #1.
- vi. Per code, in regards to Wellhead Protection, "except for asingle family dwelling, a "Groundwater/ Wellhead Impact Report" shall be prepared and submitted to the County. The water provider may waive the reporting requirement with record of that decision provided to the County." Therefore, please also contact Mr. Tim Haag at the Emerald Coast Utilities Authority (ECUA) at (850) 969-3304 to provide details of the project proposal and address any additional requirements they may have. (tim.haag@ecua.fl.gov). Clarify to ECUA the intended use of the site, all items, chemicals, substances, etc. to be used and/or stored on the site, etc. Clarify/ provide from ECUA, in writing please (email is fine), if a "Groundwater/ Wellhead Impact Report" will be required, or any other edits to site plan or other documents would be needed. (Please note additional County staff and/or other agencies may review or have requirements for this proposed development within a WHPA.)
- vii. Environmentally Sensitive Lands" (ESLs):Please provide a current and complete "Site Specific Survey" for this site. LocaL Environmental Constants/ Consulting Firms can provide this service. Note if found, all ESLs (Wetlands, surface waters, T&E Habitat, etc.) and any associated buffers, MER Setbacks, etc. shall be mapped and properly identified in Survey to then be transposed to scale, labeled, and all details provided on any future Site Plans submitted for review. Note: "Protected" trees could also be surveyed in/ along with the SS Survey if consultant agrees (see "protected" tree comments below). Per code, the Survey(s) will be used to determine the buildable or developable area of the parcel(s) or lot(s). Please be aware, depending on the results of the survey, additional comments & standards may apply in the future.(LDC, Chap. 4, Art. 5 Natural Resources, Sec. 4-5.2 (2) (d)Resource Identification(and all other applicable sections);LDC,DSM, Chapter 2 Environmental, 1-1.1. Protection Measures, Avoidance and Minimization);LDC,Chap. 4, Art. 5, Sec.4-5.5 MERS, subsections (a)-(c). Please note all Riverine shorelines requirements; etc.
- viii. If proposed, please detail any adverse impacts to ESLs & related features noted above. If so, show/detail all "avoidance and minimization" efforts, per code. If adverse impacts are approved by the jurisdictional agencies (Esc. Co., DEP, ACOE, etc.) all proper mitigation per code (&/or other JD agencies) will be required
- ix. If applicable, a table quantifying acreages of all ESLs onsite (Wetlands, T& E Habitat, surface, etc.) preand- post development, approved impacts or mitigation areas (if proposed or required by the agencies), etc. included on site plan would be very helpful for county DRC reviewers. Please consider providing.
- x. "Protected Trees":Please provide a "Tree inventory and assessment" per code identifying all "Protected trees" onsite and to be transposed to scale on Site Plans. Note "Required trees", those planted for prior DRC or other permitting approvals regardless of size, are also included in the definition of "Protected trees". For the "assessment" aspect of this requirement, if protected trees are proposed for removal, relay the health, conditions, etc. of each. If found to be "protected" or of "Heritage tree" status (60" DBH or greater), and deemed viable by County staff per code (assessment to help in this process), "reasonable measures to design and locate proposed improvements so that protected tree removal is minimized" will be required to be demonstrated. LDC, DSM, Chap. 2 Environmental, Art. 2 Landscaping, Sec. 2-5/ 2-5.1 Removal criteria... "conditions" (a)-(f), etc; LDC, Chap. 5, Art. 7 Landscaping, etc. Furthermore, per code, all protected trees shall remain onsite until such time as appropriate permit(s) are issued for the proposed development, or otherwise.(If needed, please review LDC Landscaping provisions in Chap. 5, Art. 7 & DSM Chap. 2, Art. 2 Landscaping Tree Protected & Preservation provisions in both.) Please work with County to

provide adequate notes on plans to inform contractors prior.

- xi. If drives, parking areas, stormwater ponds and related features, other improvements and "land disturbing activities" can be shifted to avoid removal of protected trees, please clarify measures on plans & in response to comments. Note location of all proposed grading activities & any other "land disturbing activities" in reference to all protected/Heritage tree(s) & potential impacts to their critical root zones, structural root plates, per LDC, DSM, Chap. 2, Art. 2 Landscaping, Section 2-3.2 Protection areas (a) & (b); 2-3.3 Preservation, etc.).
- xii. Please add note to plans for the trees to be retained stating, "All adequate tree protection measures and barricades shall be installed prior to site disturbance and maintained in good working order until project is complete and site becomes stabilized. Show adequate tree barricades diagrams, etc. as well per code (see DSM, etc).
- xiii. "Protected" trees should be labeled on plans per "inventory" as T-1, T-2, etc. and provided in corresponding tree table noting their: number, DBH, species, health/ condition (per "assessment" requirement), proposed removal, proposed preservation, etc.
- xiv. If any protected trees are proposed for removal, show each on plans with an "X" and provide all replacement/ mitigation requirements(outlined in code) calculations quantified on plans. Total DBHs proposed for removal, replacement reduction allowance equated, caliper inches of mitigation proposed, planting locations proposed, etc. See DSM, Chap. 2, Art. 2, Sec. 2-5.2 *Replacements for removal* & other applicable sections.
- xv. Show adequate tree protection measures and barricade diagram(s) on plans based on DSM and BMPs fr those protected trees proposed to remain.
- xvi. If protected trees exist onsite but will *not* be removed, still show them to scale on plans (T-1, T-2, etc.) and provide info in table and add note, "*No protected trees will be removed with this project...*" (or similar note to clarify).
- xvii. Please respond to all comments via edits to site plans and written response to comments. Note as project is at the beginning, Pre-Application review and commenting phase, be aware additional comments & standards will likely apply at next submittal/ review. Please contact me with any question. Thank you.

This is a preliminary review designed to provide information and guide the applicant through the Development Review Process. Once your project has been formally submitted (fees paid and application processed) to Escambia County for review, there may be additional Land Development Code and Comprehensive Plan regulations that may be applicable.

Please contact the DRC Coordinator for submittal timelines, fees, and the submittal checklist for the project.

Thank you,

Gwendolyn Robinson Development Services Attachment CC:

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

EXHIBIT 4

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of September 25th, 2018, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("Assignor"), and SP Meadows LLC, a Florida limited liability company ("Assignee").

Wilton Tugwell as attorney-in-fact for all sellers/owners ("Seller"), and Assignor, as Purchaser, entered into that certain Vacant Land Contract dated July 6th, 2018 (the "VLC").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the VLC. This Assignment includes, without limitation, all of Assignor's rights to the Deposits under the VLC. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA.

This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

Southport	Financial	Real	Estate	LLC

ASSIGNOR:

By: 104 LAS Salky or Title: ve

ASSIGNEE:

SP Meadows LLC

By: SP Meadows Manager LLC, a Florida limited liability company, its Manager

Brianne Heffner Vice President

FloridaRealtors

Vacant Land Contract

14	1.	Sale and Purchase: Wilton Tugwell as sitorney-in-fact for all sellers/owners ("Selfer") and Southport Financial Real Estate LLC, a Florida limited liability company ("Buyer")
8		and Southport Financial Real Estate LLC, a Florida limited liability company ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
4 5• 6•		Address; Three parcels (Reference # 291S301202000001, 291S301202000002, and 291S301301000001 Legal Description: See Exhibit A
7		
8 9		
10		
11• 12• 13		SEC 29/TWP 18/RNG 30 of Escambla County, Florida, Real Property ID No.: See Exhibit A including all improvements existing on the Property and the following additional property:
4.	á.	Purchase Price: (U.S, ourrency)
6 6	-	All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: Fidelity National Title Insurance Company Escrow Agent's Contect Person; Cindy McGaughan Escrow Agent's Address: 6690 W. Cypress Street, Sulte A, Tampa, FL 33607 Escrow Agent's Phone: (813) 406-1389 Escrow Agent's Email: cindy.mcgaughan@fnf.com
7•		Escrow Agent's Contect Person: Clndy McGaughan
84		Escrow Agent's Address: 6690 W. Cypress Street, Sulte A, Tampa, FL. 33607
Ör Ör		Escret Agent's Phone; (013) 400-1389
w-		CONTON AGOILLO CLIBBIL.
f		(a) Initial deposit (\$0 if left blank) (Check if applicable)
2+ 3-		☐ accompanies offer ☑ will be delivered to Escrow Agent within <u>5</u> days (3 days if left blank)
4.		after Effective Date
B		(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
Bı		☐ within days (10 days if left blank) after Effective Date
74		☐ within days (3 days if left blank) after expiration of Feasibility Study Period \$
8i 9i		(d) Other: 2nd Deposit - See Exhibit B
0		State Stat
1.		to be paid at closing by wire transfer or other Collected funds
21		(f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
3.		Unit used to determine the purchase price is \square lot \square ages \square square foot \square other (excellent
41. 5		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
3 B		accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
fa.		calculation:
8	3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
gr.	·	delivered to all parties on or before, this offer will be withdrawn and Buyer's deposit. If
3		delivered to all parties on or before 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
{ 2		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.
	,	
3* 4	4.	Closing Date: This transaction will close onJune 30th, 2019("Closing Date"), unless specifically extended by either 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 Data occurs on a Seturday
5.		Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next hyphase
*		day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain preparty
}		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.
		A.A.
	Buy	er (111) and Seller (111) acknowledge receipt of a copy of this page, which is 1 of 7 pages.
Soin	#: 057	the state of the s
,,,,,,,		formsimplicity

51	5	
52.		(a) Buyer will pay each for the Property with no financing contingency.
534		(b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
54+		specified below ("Financing") withindays after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, it left blank) ("Financing Period"). Buyer will apply for Financing within
55+		Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within
66		days and choolive bate to days it left highly still will unleiv brovide and and all dradit. Ambinument (inenviol
67		and other information required by the lender, if Buyer, after using diligence and good faith, council obtain the
58		Financing within the Financing Period, either party may terminate this contract and Buyer's depositis) will be
59	1.40	returned.
60•		(1) New Financing: Buyer will secure a commitment for new third party financing for \$
Б1-		or% of the purchase price at (Chack one)
624		adjustable interest rate not exceeding % at origination is fixed rate at the prevailing interest rate
63		based on Buyer's creditworthiness if neither choice is selected). Buyer will keen Seller and Broker fully
84		informed of the loan application statue and progress and authorizes the lander or mortogoe broker to
6 5		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
6B1		follows:
69		The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
70.		forms generally eccepted in the county where the Property is located; will provide for a late negment tee
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, Seiler 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 \$ourrently payable at \$per month, including principal, interest, \Boxes and insurance, and having a
81-		per month, including principal, interest, I laxes and insurance, and having a
82		☐ fixed ☐ officer (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, falling which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
87 68		tailing which this contract will terminate; and Buyer's deposits) will be returned. If the lender disapproves
00		Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
891	8	Assignability: (Check one) Buyer I may assign and thereby be released from any further liability under this
904		contract, I may assign but not be released from liability under this contract, or I may not assign this contract,
		and the second residual to the second
91+	7.	Title: Seller has the legal capacity to and will convey marketable title to the Property by I statutory warranty
92.		deed E special warranty deed Clother (specify), free of liens, easements,
83		and enoumbrances 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 tills will be subject)
86		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 little search, including tax and ilen search if performed, and all other fees charged by closing agent.
96		Seller will deliver to Buyer, at
100+		(Check one) ☐ Seller's ⊠ Buyer's expense and
101-		(Check one) ☐ within days after Effective Date ☑ at least60days before Closing Date,
102		(Check one)
1034		(1) IX 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 little subject only to the exceptions stated above. If Buyer is
108		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.
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		Time Time
		er () and Seller () ecknowledge receipt of a copy of this page, which is 2 of 7 pages.
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(2) Dan abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the little evidence.

(b) Title Examination: After receipt of the title evidence, Buyer will, within days (10 days if left blank) but no later than Closing Date, deliver written notice to Selfer of little defects. Title will be deemed acceptable to Buyer if (i) Buyer falls to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within ______ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period, if the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price,

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Sellar, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroschments on the Property, encroschments by the Property's Improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

(d) Ingress and Egress: Seller warrants that the Property presently has Ingress and egress.

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Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially after the Property's condition without the Buyer's prior written consent, (a) Inspections: (Check (1) or (2))

(1) [I] Feasibility Study: Buyer will, at Buyer's expense and within _______ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's Intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, erchitectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Settler gives Buyer, its agents, contractors, and assigns, the right to enter the Properly at any time during the Feasibility Study Period for the purpose of conducting inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk, Buyer will indemnify and hold Seiler harmless from losses, damages, costs, dalms, and expenses of any nature, Including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any autivity that could result in a construction item being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyar will, at Buyer's expense, (i) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in before conducting the inspections and (ii) release to Seller all reports and other work generated as a result of the inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's fallure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Saller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

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

Buyer () and Seller () zoknowiedge receir	t of a copy of this p	age, which is 3 of 7 p	ages:
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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, 184 growth management, and environmental conditions, are acceptable to Buyer. This contract is not 166 186 contingent on Buyer conducting any further investigations. (b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's 167 Intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has 1BA expired or if Paragraph 8(a)(2) is selected.
(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government 169 170 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply 171 io improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Fiorida Statutes, Seller will provide Buyer with an affidavit or survey as required 172 173 174 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The 175 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach 177 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida. 178 Department of Environmental Protection, including whether there are significant erosion conditions associated 178 with the shore line of the Property being purchased.

Buyer walves the right to receive a CCCL affidavit or survey. 180 181: 9. Closing Procedure; Costs; Closing will take place in the county where the Property is located and may be 182 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title 183 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds 184 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 188 costs indicated below. 187 (a) Seller Costs: 188 Taxes on deed 189 190 Recording fees for documents needed to cure title Title evidence (if applicable under Paragraph 7) 191 192 Other: (b) Buyer Costs: 193 Taxes and recording fees on notes and mortgages 1.04 Recording fees on the dead and financing statements 195 196 Loan expenses Title evidence (if applicable under Paragraph 7) 197 Lender's title policy at the simultaneous issue rate 198 100 Inspections Survey 200 Insurance 201 Other! 202 (c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real 203 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases. 204 and other Property expenses and revenues. If taxes and assessments for the current year cannot be 205 determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller 208 207 will pay (I) the full amount of liens that are certified, confirmed, and ratified before closing and (II) the amount 20B of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but 200 has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be 210 paid in installments, DSeller DBuyer (Buyer if left blank) will pay installments due after closing, if Seller is 211• checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a 212 Homeowners' or Condominium Association. 213 (e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S GURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO クイド PAY IN THE YEAR SUBSEQUENT TO PURCHASE, A CHANGE OF OWNERSHIP OR PROPERTY 216

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN

THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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

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(f) Foreign investment in Real Properly Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at elosino.

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- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no flability or cost related to the Exchange and that the closing will not be conlingent upon, extended, or delayed by the Exchange.
- 10. Computation of Time: Galendar days will be used when computing time periods, except time periods of 6 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.
- 11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminerit domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyar's receipt of Seller's notification, and Buyer's deposit(s) will be returned, falling which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any,
- 12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the parformance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Setler or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the not of God or force majeure is in place. However, in the event that such not of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or 248 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by 249 this contract, regarding any contingency will render that contingency null and void, and this contract will 250 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received 251 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if 262 delivered to or received by that party. 253
 - 14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer, Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written medifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the helrs, administrators, executors, personal representatives, and assigns, if permitted, of Seiler, Buyer, and Broker.
- 15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive 266 closing or termination of this contract. 266
 - (a) Seller Default: If Seller fells, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

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- (b) Buyer Default: If Buyer falls, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), peld and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.
- 16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checke tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdellivery of escrowed items to Seller or Buyer, unless the misdellivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filling fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 18. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for lax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' less at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or fallure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (III) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475. Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.
- 19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 317	20. Brokers: The brokers named below are collectively referred to as "Broker." Instruction to closing agent; 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.
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321•	(a) (Not applicable) (Seller's Broker)
322	(a) (NOT APPLICATE) (Seller's Broker) Will be compensated by Seller Buyer both parties pursuant to Dalisting agreement Dother
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325	will be compensated by ☐ Seller ☑ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify):
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Exhibit A

Legal Descriptions

PARCEL 2

Legal Description: That portion of Lot 1, Section 29, Township 1 South, Range 30 West, Escambla County, Florida, described as follows: Commancing at a concrete monument at the Southeast corner of said Lot 1, said concrete Monument being 2671.5' South of the N.E. corner of said section 29; thence South 89 degrees 35' West with South line of said Lot 1, a distance of 767.2' to Road R/W; thance North 5 degrees 28' East along said Road R/W a distance of 641.0' to the Point of Beginning; thence confinue North 5 degrees 28' East 183.9'; thence South 88 degrees 52' East 201,0'; thence South 1 degree 26' West 183.5'; thence North 88 degrees 52' West 212.5' to the Point of Beginning.

Owners: Wilton E. Tugwell, Jr., one-third; Brian C. Mellen, one-third; Clark Iturriaga Tugwell and Paul Mellen as Trustees of the Clark Iturriaga Tugwell 2007 Trust Agreement dated June 22, 2007, physical

Area: approx. 0.87 acre.

PARCEL 8

Legal Description: Commencing at the Northeast corner of Lot 1, Section 29, Township 1 South Range 30 West, Escambia County, Florida; thence South along the East line of said Lot 1 for 1861 feet; thence 90°00' right for 408 feet to the point of beginning; thence 2°04'30" right for 264.34 feet to the Easterly right-of-way line of Hilburn Road (60' R/W); thence 94°21'30" right and along said right-of-way line for 206.73 feet; thence 83°34' right for 241.0 feet; thence 90°00' right for 215.0 feet to the point of the beginning.

Owners: Wilton E. Tugwell, Jr., Trustee of the Wilton Earl Tugwell Testamentary Trust, 25%; Wilton E. Tugwell, Jr. and Clark Iturriaga Tugwell, as Co-Trustees of the Virginia Johnson Tugwell Revocable Trust dated June 13, 1994, 25%; Donald S. Brantley, 23.88%; Lynn B. McDowell, 23.38%; Donald S. Brantley and Robyn S. Brantley, husband and wife, 1.62%; Don McDowell and Lynn B. McDowell, husband and wife, 1.62%.

Area: approx. 1.25 acres.

PARCEL 4

Legal Description: Commencing at the Northeast corner of Lot 1, Section 29, Township 1 South Range 90 West, Escambia County, Florida; thence South along the East line of said Section 1320 feet; thence North 89 degrees 41 minutes 20 seconds West along the South line of said North 1320 feet, a distance of 149.12 feet to the Westerly right-of-way line of the interstate Highway (State Road No. 8) for point of beginning; thence South along said Westerly right-of-way line of State Road No. 8, a distance of 561 feet; thence West at right angles 258 feet; thence North at right angles 235 feet; thence West at right angles 294 feet; thence Northerly with an interior angle of 84 degrees, a distance of 318.5 feet; thence South 89 degrees 41 minutes 20 seconds Easign distance of 518.88 feet to the said Westerly right-of-way line of State Road No. 8 and the point of beginning; LESS the West 40 feet of the said Westerly 318.5 feet thereof for road right-of-way.

Owners: Wilton E. Tugweil, Jr., Trustee of the Wilton Earl Tugwell Testamentary Trust, 25%; Wilton E. Tugwell, Jr. and Clark Iturriaga Tugwell, as Co-Trustees of the Virginia Johnson Tugwell Revocable Trust dated June 13, 1994, 25%; Donald S. Brantley, 23,38%; Lynn B. McDowell, 28,38%; Donald S. Brantley and Robyn S. Brantley, husband and wife, 1.62%; Don McDowell and Lynn B. McDowell, husband and wife, 1.62%.

Area: approx. 5.25 acres.

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EXHIBIT B

Additional Terms

- The \$10,000 initial Deposit becomes fully non-refundable with payment of the
 additional \$30,000 Second Deposit. Second Deposit of \$30,000 is due upon the earlier
 of (a) irrevocable approval of funding by Florida Housing Finance Corporation ("FHFC")
 and final zoning and site plan approval by Escambia County, or (b) May 31st, 2019.
 Second Deposit is non-refundable.
- 2. No later than five (5) days after the Effective Date, Seller shall provide to Buyer any and all information relating to the Property which is in Seller's possession or control or in possession or control of Seller's agents, employees, and/or professionals, including without limitation, full and complete copies of all surveys, topographical maps, soll boring reports, traffic studies, any and all environmental reports, site planning concepts, project approvals, permits, licenses, title policies, etc.
- Line 99 of the Contract will be changed from "Seller will deliver to Buyer, at" to "Buyer will deliver to Seller, at".
- 4. Buyer shall have the right to extend the Closing Date for six (6) one-month periods.

 Buyer shall pay to Seller (not to the Escrow Agent) a non-refundable amount of \$3,000 for each one-month extension. Each such extension payment(s) shall be non-refundable and credited to the Purchase Price at Closing.
- 5. Continuously until October 10th, 2018, Seller has the right to market and receive Qualified Offers from persons wanting to purchase the Property. A Qualified Offer is a written offer to purchase signed by purchaser and acceptable in all terms to Seller that meets all of the following criteria: (a) the purchaser is not an affordable housing developer applying for any funding through local, state or federal agencies, or FHFC, and (b) the purchaser must not be related to Seller directly or Indirectly, if Seller receives a Qualified Offer, Seller shall provide Buyer with written notice of such Qualified Offer along with a copy of such Qualified Offer. Buyer at its sole discretion, within seven (7) business days shall then have the option to elect to proceed with this transaction, in which case Buyer agrees to waive all contingencies in the contract and make all earnest money to be paid to Seller and to be non-refundable, or if Buyer does not elect to proceed, then this Agreement shall terminate and Escrow Agent or Seller (as applicable) shall promptly return to Buyer all earnest money and extension payments previously paid by Buyer and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the Agreement,

Alli William Royal Con March 184

- 6. This Agreement will automatically terminate and Deposit(s) returned to Buyer without any action required of Seller or Buyer, upon the occurrence of any of the following events:
 - If by December 31st, 2018, Escambla County does not sign the requisite forms for an application to FHFC for the benefit of Buyer's proposed project for the Property;
 - II. If upon completion of Florida Housing Finance Corporation's scoring process for applications submitted for the, 2018 allocation of Florida's 9% housing tax credits, Buyer's proposed project for the Property falls to qualify for participation in the lottery to award Florida's allocation of 9% tax credits or SAIL Funding; or
 - III. If Buyer's proposed project for the Property does not receive an allocation of SAIL funding in Florida Housing Finance Corporation's SAIL application round, currently known as RFA 2018-116.
- 7. If Purchaser's proposed project receives board approval for 9% housing tax credits in Florida Housing Finance Corporation's lottery for 9% Tax Credits or SAIL funding, all the Earnest Money will become non-refundable (but it will apply toward payment of the Purchase Price) and immediately will be paid to Seller (and no longer held by the Escrow Agent).
- 8. Buyer agrees to provide bi-monthly written reports to Seller and/or Seller's attorney about the progress of Buyer's funding applications. Reports will be due on the first business day of every other calendar month while this agreement remains in effect. Buyer agrees to increase the Purchase Price by \$2,500.00 for each report not delivered to the Seller and/or Seller's attorney in a timely fashion.
- 9. An agreement authorizing Wilton Tugwell to act on behalf of all sellers is attached as Exhibit C to the contract.

War Williams

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

EXHIBIT 5

UNIT/RENT INFORMATION

	OHI I I OHI A HOLD TO THE OHIO A									
<u>Unit Type</u>	Ava Sa Feet	UA	Zip Median Rent	HERA Rent	FMR	AMI				
1BR	750	\$65			\$706	\$45,045				
2BR	1050	\$75			\$846					
3BR	1200	\$95			\$1,186					

DEBT SUM MAR	AY(SEE DETAIL	IN DEBT ASSU	MPTIONS TAB)
Loan Position	Amnt	Per Unit	DSCR
1st Mortgage	\$5,400,000	\$45,000	1.28

Loan Position	Amnt	Per Unit	DSCR
1st Mortgage	\$5,400,000	\$45,000	1.28
2nd Mortgage	\$6,000,000	\$50,000	1.07
3rd Mortgage	\$600,000	\$5,000	1.07
Deferred Fee	\$2,044,815	\$17,040	

RENT SCHEDULE

BRType	# Units	AMI %	HVAC SE	Gross LIHTC Rent 2018	Net LIHTC Rent	Market Rents	UW Rents	% of Mkt	UW Rent/SF	Monthly Rev	Angual Rev
1BR	5	60%	750	\$734	\$669	\$706	\$669	95%	\$0.89	\$3,345	\$40,140
1BR	1	33%	750	\$403	\$338	\$706	\$338	48%	\$0 .45	\$338	\$4,056
28R	70	60%	950	\$880	\$805	\$846	\$805	95%	\$0.85	\$56,350	\$676,200
2BR	6	33%	950	\$484	\$409	\$846	\$409	48%	\$0.43	\$2,454	\$29,448
2BR	2	30%	950	\$440	\$365	\$846	\$365	43%	\$0,38	\$730	\$8,760
3BR	32	60%	1200	\$1,017	\$922	\$1,186	\$922	78%	\$0.77	\$29,504	\$354,048
3BR	4	33%	1200	\$559	\$464	\$1,186	\$464	39%	\$0.39	\$1,856	\$22,272
	120		121800							\$94,577	\$1,134,924

SOURCES AND USES OF FUNDS

Summer Meadows

Pensacola, FL

SOURCES OF FUNDS

	PERMANENT PERIOD
First Mortgage	\$5,400,000
Second Mortgage - SAIL	6,000,000
Third Mortgage - SAIL ELI	600,000
LIHTC Equity	6,903,245
Other	0
Deferred Fee	2,044,815
TOTAL SOURCES	\$20,948,060

USES OF FUNDS

Acquisition Costs	\$1,127,500
Construction Costs	13,566,000
Financial Costs	810,000
General Development Costs	1,535,745
Legal Costs	180,000
Agency Fees	281,611
Reserves - ODR	500,000
Reserves - Series B Paydown	0
Developer Fee	2,947,204
TOTAL USES OF FUNDS	\$20,948,060

OPERATING BUDGET PROJECTIONS - AS-STABILIZED

Summer Meadows Pensacola, FL

'NCOME

	Potential Rental Income Less: Vacancy/Collection Loss 7	7.00%	1,134,924 -79,445	PUPA 9,458 -662	
	Effective Rental Income	.0070	1,055,479	8,796	
	Utility Reimbursement Interest Income		0	0	
	Laundry Income		0	0	
	Tenant Charges		0	0	
	Other Income		25,000	208	
	Total Other Income		25,000	208	
	Total Glidi (Tibolio		20,000	200	
	TOTAL EFFECTIVE INCOME		1,080,479	9,004	
Variable Expenses					
	Payroll (Ind Mait, Tx, Benefits)		150,000	1,250	estimate
	Maintenance Costs		80,000	667	
	Other Operating/Administrative		40,000	333	
	Issuer Fee		0	0	
			270,000	2,250	
Fixed Expenses	Management For				
	Management Fee		54,024	450	estimate
	Real Estate Taxes		75,000	625	estimate
	Utilities - Electric		11,000	92	estimate
	Utilities - Water/Sewer		75,000	625	estimate
	Utilities - Trash		11,000	92	estimate
	Insurance (Property/Liability)		60,000	500	estimate
	SUBTOTAL FIXED EXPENSES		286,024	2,384	
	TOTAL OPERATING EXPENSES		556,024	4,634	
	NET OPERATING INCOME		\$524,455	4,370	
	R/R Contribution		36,000	300	
	Adjusted Net Operating Income		488,455	4,070	
	Debt Service - Must Pay		380,426	1.28	1st Mtg DSCR
	6		108,030	1.28	SAIL/ELI DSCR
	2	30%	950	440	

440

15-YEAR OPERATING PRO FORMA

Summer	Meadows
Pensaco	la, FL

	Year 1	PUPA	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
TOTAL EFFECTIVE INCOME	1,080,479	9,004	1,112,894	1,146,281	1,180,669	1,216,089	1,252,572	1,290,149	1,328,853	1,368,719	1,409,780	1,452,074	1,495,636	1,540,505	1,586,720	1,634,322
						0										
Payroil (Incl Mait, Tx, Benefits)	150,000	1,250	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,016	195,716	201,587	207,635	213,864	220,280	226,888
Maitenance Costs	80,000	667	82,400	84,872	87,418	90,041 1	92,742	95,524	98,390	101,342	104,382	107,513	110,739	114,061	117,483	121,007
Other Operating/Administrative	40,000	333	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504
agement Fee	54,024	450	55,645	57,314	59,033	60,804	62,629	64,507	66,443	68,436	70,489	72,504	74,782	77,025	79,336	81,716
Estate Taxes	75,000	625	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008	97,858	100,794	103,818	106,932	110,140	113,444
Julities - Water/Sewer	11,000	92	11,330	11,670	12,020	12,381	12,752	13,135	13,529	13,934	14,353	14,783	15,227	15,683	16,154	16,638
Insurance (Property/Liability)	60,000	500	61,800	63,654	65,564	67,531	69,556	71,643	73,792	76,006	78,286	80,635	83,054	85,546	88,112	90,755
R/R Contribution	36,000	300	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453
TOTAL EXPENSES	592,024	4,934	609,785	628,078	646,921	666,328	686,318	706,908	728,115	749,958	772,457	795,631	819,500	844,085	869,407	895,489
Net Operating Income	488,455	4,070	503,109	518,202	533,748	549,761	566,254	583,241	500,738	618,761	637,323	656,443	676,136	696,421	717,313	738,833
B.M.B.																
Debt Service	380,426		380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426	380,426
DSCR - Mandatory Debt	1.28		1.32	1.36	1.40	1.45	1.49	1.53	1.58	1.63	1.68	1.73	1.78	1.83	1.89	1.94

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

EXHIBIT 6

Southport Development, Inc.

Background:

Southport Development, Inc. is a Florida corporation formed in December 2012. Southport Development, Inc., has the same principals as Southport Financial Services, Inc., formed in 1995, and operates in a similar capacity as Southport Financial Services, Inc.

Southport Development, Inc. Officers and Responsible Personnel:

President: J. David Page graduated Cum Laude from Harvard University with a degree in economics and did graduate work at the University of Washington. Mr. Page started as a Real Estate Sales Associate and later became a Broker in Tacoma, Washington in 1974. In 1979 Mr. Page started developing single family subdivisions and apartment properties, located primarily in Washington State. Mr. Page built, developed and managed about 5000 conventional apartments. In 1995 Mr. Page founded Southport Financial Services, Inc. Southport expanded Mr. Page's apartment development and acquisition activities focusing primarily on the states of Washington, California, Hawaii, Arizona, New Jersey, New York, Kansas, Missouri, Virginia, Florida, Illinois and the District of Columbia. To date Southport and its affiliates have developed or acquired over 16,000 units of apartments comprising over One billion dollars of development cost. Over 13,000 of these units have involved tax credits and/or tax-exempt bond financing.

Vice President, Secretary, & Treasurer: Stephen W. Page majored in Business Administration at Washington State University. In 1992 Mr. Page opened his own real estate office, Waterford Properties, Inc. At this he also helped open and was an associate with Vaughn Bay Construction, Inc. Vaughn Bay Construction, Inc. is involved in single family and multi-family construction, primarily in the state of Washington. As an associate with Vaughn Bay Construction Mr. Page is involved in the development and financial planning for both the single family and multi-family projects, including marketing and rental strategies. He is involved in all phases of development - site development, processing (often including rezoning), financing, land development and construction. Since 1995 he has received tax credit allocations for 10 projects in the state of Washington.

Vice President: Peter Leach graduated from the University of Washington Law School and was approved to the Washington State Bar in 1968. As an attorney in Seattle at Schweppe, Doolittle, Krug, Tausend, Beezer & Beirle, he was counsel to the largest HUD Developer and Manager in the Northwest, Conifer Developments. He later joined that firm as its President in 1971. In 1973 he was one of the three founders of Security Pacific, Inc., now known as Security Properties, acting as its General Counsel until 1975 when he took over the development division and was responsible for developing and closing the first three 11(b) financed elderly projects in the United States as well as closing nine 221(d) 4 GNMA Tandem transactions representing over 2,500 units in four states until he retired from Security Pacific in 1978. From 1982 through 1984 he was a Vice President of Eastdil Realty where he originated and closed over \$40 million of Historic Tax Credit Equity, primarily for Cornerstone Development Company, a subsidiary of the Weyerhaeuser Company.

<u>Vice President:</u> Scott Seckinger graduated Magna Cum Laude from the Florida State University with degrees in finance and real estate. He is involved in all aspects of the acquisition process for Southport's east coast properties from site identification, design, permitting, and financing to project stabilization. Before joining Southport, Scott worked for a nationally recognized tax credit syndicator responsible for generating new business in real estate tax credit investments, managing client relationships, and overseeing project closings. Since joining Southport in 2006, Scott has been responsible for the development of 40 affordable housing communities comprising nearly 5,000 units.

<u>Vice President</u>: Michael Molinari holds a Bachelor of Arts from the University of Colorado-Boulder. He is involved in all aspects of the acquisition process for Southport's east coast division from site identification, design, permitting, and financing, closing coordination, construction oversight and project stabilization. Since joining Southport in 2007, Michael has been responsible for the development of 35 affordable developments consisting of more than 4,500 units in Florida and New York. Prior to joining Southport, Michael was an MBA student and Florida Atlantic University.

Vice President: Paul Fortino graduated from the University of Notre Dame with a degree in American Studies. He later graduated from the University of Notre Dame with a Master in Business Administration. He has been the Senior Vice President of Development for Southport Financial Services, Inc. in Tacoma, WA since 2003. His primary focus is Southport's west coast division including WA, OR, and HI. He directs Acquisitions, Rehabilitation Development and New Construction in Western United States. He has negotiated the Syndication of more than \$100 Million in Tax Credit Equity. Closed Transactions in excess of \$200 Million with various financings including Federal and State LIHTCs, Tax-Exempt Bonds for Private Placements, Rated or Credit Enhanced Public Offerings. Leveraged 4% and 9% LIHTCs to Rehabilitate HUD Financed/Subsidized housing, including initial feasibility and coordinating complicated closing procedures required with Chapter 15 rent increases for Section 8 Rental Contracts, LIHPRA, ELIHPRA, Sections 236, 221(d)3 BMIR and Rent Supplement, 223(f) and 221(d)4. Negotiated and Financed Buyouts and Resyndications on LIHTC Properties before Year 15. Experienced Financing Housing with Traditional Equity, Public and Private, including REITs. Testified and Presented to Federal, State and Local Government Officials in open and closed sessions regarding housing needs, policy, risks, community support, zoning issues, and HUD participation. Expertly manage entire development from Land Identification through Stabilization and Asset Management. Interviewed and selected general contractors, architects, engineers, and surveyors and awarded numerous contracts in excess of \$100 Million. He is partner in 14 properties providing 1,200+ units of Low Income Housing.

Vice President of Development: Brianne Heffner graduated from the College of Charleston with a degree in Business Administration. She is involved in all aspects of the development process for Southport's east coast division and oversees all of Southport's applications, due diligence, and closings. In addition, her responsibilities include ensuring the rapid and efficient closing of acquisitions through close collaboration with lenders, investors, syndicators, state and local finance authorities, management companies, and sellers. This largely consists of coordinating due diligence items between all parties, as well as assisting with development issues during construction or rehabilitation periods. Includes scheduling, construction draws, and compliance. Since joining Southport in 2012, Brianne has been involved in the closings of 30 developments, totaling more than 4,000 units in Florida, Georgia, Mississippi, and New York. Prior to joining Southport, she was a residential real estate broker for RE/MAX Coastal Realty in Northeast North Carolina.

National Property List

J. David Page
Southport Financial Services, Inc./Southport Development, Inc.

As of 6/30/2018 Region ID City State Units **Project** Program Type Demo Project Type 1 400 Apartments Elderly EC Gainesville FL 101 9% TC - S8 Rehab 2 ΕÇ Andrews Heights Winston-Salem NÇ 52 Elderly LIHTC Inv. Property 3 EC Baltic Plaza Apts Atlantic City NJ 169 Elderly 4% TC -S8 Rehab 4 EC BCC Cutler Cove (Dade) FL 104 4% TC -S8 Familiy Rehab 5 EC Berekely Pointe fka Spring Manor FL 160 Family 4% TC -SAIL-S8 Rehab 6 EC Brookestone i Senior Tallahassee FL 108 Elderly 4% TC - SAIL New Const. 7 ΕÇ Brookfield Mews Tifton GA 120 4% TC -SAIL-S8 Family Rehab 8 EC Brookside Village Ft. Myer FL 50 Family 4% TC -SAIL-S8 Rehab 9 EC **Broward Gardens** Ft. Lauderdale FL 96 Family 9% TC - S8 Rehab 10 EC Calusa Estates Belle Glade FL 114 9% TC New Const. Family 11 EÇ Caravel Arms Apartments Lauderdale Lake FL 110 Family 4% TC -SAIL-S8 Rehab 12 EC Cedar Park Lake City FL 72 4% TC -SAIL-S8 Family Rehab 13 EC Central Court Tampa FL 68 Family 9% TC - S8 Rehab 14 EC Cheisea Commons Greenacres FL 210 Family LIHTC Inv. Property 15 ΕÇ Chipola Apts Marianna FL 48 Elderly 9% TC Rehab 16 EC City Place FL 82 St Petersburg Elderly 9% TC New Const. 17 EC Clearwater Apartments 90 Clearwater FL Family 4% TC -S8 Rehab 18 EC Colony Park Lake Worth FL 130 Family LIHTC Inv. Property 19 EC Columbus Court Tampa FL 160 4% TC -S8 Rehab Family 20 EC Congress Park I Washington DC 163 4% TC -S8 Family Rehab 21 EC Congress Park II Washington DC 214 Family 4% TC -S8 Rehab 22 ЕÇ Crosssroads Orlando FL 94 Family 4% TC- HOME Rehab 23 EC Cumberland Oaks Apartments St Marys GA 154 Family Section 8 Inv. Property 24 ΕÇ Emerald Place FL Titusville 132 Family LIHTC - S8 Inv. Property 25 EC Evergreen Tampa FL 40 Family 9% TC New Const. 26 EC Fixplay Apartments Birmingham ΑL 23 Conventional Family Inv. Property 27 EC Forest Glen Apts NC Durham 92 Family LIHTC Inv. Property 28 EC Foxwood Apartments FL 100 Panama City Family 9% TC - S8 Rehab 29 EÇ Gadsden Arms Apts Gadsden FI 100 Family 9% TC - S8 Rehab 30 EC Garden Trail Apartments FL Clearwater 76 Family 4% TC - SAIL New Const. 31 EC George Mason Richmond VA 26 Family RAD - S8 Inv. Property 32 EC Georgia Arms Apartments Sanford FL 90 Family 4% TC -S8 Rehab 33 EC Goodail Brown Birmingham AL 36 Family Conventional Inv. Property 34 EC Hampton Ridge Jacksonville FL 110 Family 4% TC Rehab 35 EC Hampton Villa Jacksonville FL 60 Family 4% TC -S8 Rehab 36 EC Harbour Court Haines City ΕĽ 64 Family 4% TC -S8 Rehab 37 EC Henson Creek Apartments Ft. Washington MD 210 Family LIHTC Inv. Property 38 EÇ Hickory Knoli FL Ocala 96 Family 4% TC -SAIL Rehab 39 EC Highland Palms Avon Park FL. 52 Family 9% TC -SAIL New Const. 40 EC Hilltop Village Jacksonville FL 200 Family 4% TC -S8 Rehab 41 EC Hillwood Pointe Jacksonville FL 100 LIHTC Family Inv. Property 42 EC **Hudson Estates** Hudson FL 52 Family Section 8 Inv. Property 43 Tampa EC Jackson Heights FL 111 Family 9% TC - S8 Rehab 44 EC Jacksonville Townhouses FL Jacksonville 250 Elderly 9 % TC -Section 8 Rehab 45 EC Jefferson Lakes I Baton Rouge LA 296 Family 4% TC Rehab

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
46	EC	Jefferson Lakes II	Baton Rouge	LA	112	Family	Conventional	Inv. Property
47	EC	La Vista Oaks fka St. James Place	Tampa	FL	126	Family	4% TC - SAIL	Rehab
48	EC	Laburnum Gardens	Valrico	FL	81	Elderly	9% TC	New Const.
49	EC	Lake Mangonia Apartments	West Palm Beach	FL	150	Family	4% TC -S8	Rehab
50	EC	Lincoln Field Apartments	Miami	FL	213	•	4% TC -S8	
51	EC	Locust Manor Sr Residence	Jamaica	NY		Family		Rehab
52	EC	Lummus Park Manor	Miami		58	Elderly	9% TC	New Const.
53	EC	Majestic Oaks	Gainesville	FL	51	Elderly	9% TC -S8	Rehab
54	EC	Mallards Landing	West Palm Beach	FL	172	Family	9% TC - S8	Rehab
55	EC	Marina Bay		FL	163	Family	LIHTC	Inv. Property
ı		•	Lake Worth	FL 	192	Family	LIHTC	Inv. Property
56	EC	Mobiley Park Apartments	Tampa	FL	238	Family	LIHTC	Inv. Property
57	EC	Monteagle Ridge Estates	Niagara Falls	NY	150	Family	4% TC -S8	Rehab
58	EC	Mountain Woods	Dalton	GA	100	Family	Section 8	Inv. Property
59	EC	New York Avenue Apts	Atlantic City	NJ	150	Elderly	4% TC -S8	Rehab
60	EC	North 25 Apartments	Trenton	NJ	233	Family	4% TC -S8	Rehab
61	EC	Oakwood Villa Apartments	Jacksonville	FL	200	Family	4% TC -S8	Rehab
62	EC	Orangewood Village Apartments	Ft. Pierce	FL	60	Family	4% TC -SAIL-S8	Rehab
63	EC	Palm Gardens	Lake Worth	FL	80	Family	4% TC - RRLP	New Const.
64	EC	Palms West	West Palm	FL	290	Family	4% TC	Rehab
65	EC	Parkside Commons	Pinellas Park	FL	60	Family	9% TC	New Const.
66	EC	Pembroke Tower	Pembroke Pines	FL	100	Elderly	Section 8	Inv. Property
67	EC	Pine Creek	Ft Pierce	FL	108	Family	9% TC - S8	Rehab
68	EC	Pine Valley	Winston-Salem	NC	108	Elderly	LIHTC	Inv. Property
69	EC	Pinewood Apartments	Athens	GA	90	Family	4% TC -S8	Rehab
70	EC	Pinewood Pointe Apts	Jacksonville	FL	136	Family	4% TC	Rehab
71	EC	Place One Apartments	Richmond	VA.	114	Family	4% TC -S8	Rehab
72	EC	Raven Crossing	Altamonte	FL	248	Family	LIHTC	Inv. Property
73	EC	Ridgewood Apartments	Winter Haven	FL	36	Family	9% TC -Section 8	Rehab
74	EC	Sabal Palms	Melbourne	FL	72	Family	LIHTC	Inv. Property
75	EC	San Marco Villas I & II	Lake Park	FL	400	Family	LITHC	Inv. Property
76		Seminole Gardens	Sanford	FL	108	Family	4% TC -S8	Rehab
77		Serrano Apartments	West Palm Beach	FL	193	Family	Conventional	Inv. Property
78		Silver Oak Apartments	Tampa	FL	200	Family	9% TC - S8	Rehab
79		Stevens Duval	Jacksonville	FL	52	Elderly	4% TC -SAIL-S8	Rehab
80		Sunrise Place Apartments	Tallahassee	FL	99	Family	4% TC -S8	Rehab
81		Tampa Heights	Tampa	FL	33	Family	Section 8	Inv. Property
82		The Crossings at Indian Run	Stuart	FL	344	Family	4% TC	Rehab
83		The Grand at Day Pointe	Goldboro	NC	160	Family	Section 8	Inv. Property
84		The Pavillion Apartmens	Jamaica	NY	54	Family	4% - Bond	New Const.
85		Timberwood Trace	Jacksonville	FL	224	Family	4% TC	Rehab
86		Timuquana Apts	Jacksonville 	FL	100	Family	4% TC	Rehab
87		University Plaza	Jacksonville	FL	120	Family	9% TC	Rehab
88		Venice Cove Apartments	Ft. Lauderdale	FL	150	Family	LIHTC	Inv. Property
89		Watauga Woods	Orlando	FL	216	Family	LIHTC	Inv. Property
90		Wedgewood	West Palm Beach	FL	81	Elderly	9% TC - S8	Rehab
91		Woodberry Apartments	Asheville	NC	168	Family	Conventional	Inv. Property
92	EC '	Woodlawn Apartments	Clearwater	FL	80	Family	4% TC - SAIL	New Const.

	Region I		City	State	Units	Demo	Program Type	Project Type
	Subt	otal EC Properties & Dwellin		92	11,658			
1	MW	Autumn House Apts	Marysville	МО	50	Elderly	4% TC -S8	Rehab
2	MW	Bethel Park Apts	Bethel	ОН	84	Family	4% TC	Rehab
3	MW	Bridgeport Apts	Kansas City	МО	232	Family	4% TC	Rehab
4	MW	Claudell Lane Phase 1	Columbia	MO	20	Family	9% TC	Rehab
5	MW	Claudell Lane Phase 2	Columbia	MO	20	Family	9% TC	Rehab
6	MW	Columbia Square Townhomes	Columbia	MO	128	Family	4% TC -S8	Rehab
7	MW	Forest Glen Apts	Kansas City	KS	160	Family	9% TC - S8	Rehab
8	MW	Friendship Village	Kansas City	MO	145	Family	4% TC -S8	Rehab
9	MW	Henderson Court	Bloomington	lN.	150	Family	4% TC -S8	Rehab
10	MW	Highland Park Apts	Topeka	KS	200	Family	9% TC - S8	Rehab
11	MW	Jefferson Manor Apts	Kansas City	MO	87	Family	4% TC -S8	Rehab
12	MW	Lakewood	Columbia	MO	100	Family	4% TC -S8	Rehab
13	MW	Landmark Tower	Liberty	MO	65	Elderly	4% TC -S8	Rehab
14	MW	Lexington	Lexington	MO	48	Family	9% TC - S8	Rehab
15	MW	Lom Vista	Ossawotamie	KS	64	Family	4% TC -S8	Rehab
16	MW	Old Oak Tree	Independence	MO	126	Elderly	4% TC -S8	Rehab
17	MW	Overbrook Apts	Merriam	KS	70	Family	9% TC - S8	Rehab
18	MW	Overland Park Estates	Overland Park	KS	60	Family	9% TC - S8	Rehab
19	MW	Sunset Townhomes	Newton	KS	50	Family	9% TC - S8	Rehab
20	MW	Thunderbird Apts	Harrisonville	MO	50	Family	4% TC -S8	Rehab
-21	MW	University Commons Apt otal MW Properties & Dwellin	University City	MO 21	133 2,042	Family	4%-236-S8-RAP	Rehab
1	wc	Birch Street Apts				Familia	40/ TO	N 0 1
2	wc	Brookstone Apts	Quincy Spokane	WA WA	26 82	Family	4% TC 9% TC	New Const.
3	WC	Buien Haus	Burien	WA	34	Family	9% TC - Section 8	Rehab
4	wc	Cambridge Apts	Maderia	CA	81	Family	LIHTC	Rehab
5	wc	Casa del Sol Apts	Sunnyside	WA	26	Family	9% TC	Inv. Property
6	WC	Casa del Sol Apts	Hanford	CA	81	Family	9% TC	New Const.
7	WC	Chaparral Apts	Moses Lake	WA	26	Family Family	9% TC	Inv. Property
8	wc	Chaparral II Apts	Moses Lake	WA	26	Family	9% TC	New Const. New Const.
9	WC	Chehalis Valley Apts.	Chehalis	WA	26		9% TC	
10	WC	Chestnut Court Apts	Yakima	WA	26	Family Family	9% TC	New Const. New Const.
11	wc	Clarkston Gardens Apts	Clarkston	WA	26	Family	9% TC	New Const.
12	wc	Clarkston Manor Apts	Clarkston	WA	12	Family	9% TC	
13	WC	Cornerstone Apts	Yakima	WA	121	Family	9% TC	New Const.
14	wc	Corridor Apts	Centralia	WA	26	Family	9% TC	New Const.
15	WC	Cottonwood Gien	Clarkston	WA	20	Fam	9% TC	New Const.
16	WC	Creekside Apts	Shelton	WA	18	Family	9% TC	New Const.
17	WC	Creekside Apts	Tulare	CA	61	Family	LIHTC	Inv. Property
18	WC	Crestview Terrace Apts	Ellensburg	WA	168	Family	9% TC - S8	Rehab
19	WC	Crowne Pointe	Olympia	WA	160	Family	4% TC	New Const.
20	WC	East Linda Gardens	Marysville	CA	103	Family	9% TC	Inv. Property
21	wc	East Ridge Apts	Yakima	WA	26	Family	9% TC	New Const.
22	WC	Fair Street Apts	Clarkston	WA	26	Family	9% TC	New Const.
23	wc	Falls Park Apts	Sioux Falls	SD	74	Family	9% TC	New Const.
			STORY CHILD	20	• -	1 anny	0,010	INGW COIISL.

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
24	wc	Falls Terrace	Sioux Falls	SD	66	Family	9% TC	New Const.
25	wc	Forest Grove fka Summer Ridge	Lacey	WA	116	Family	Conventional	Rehab
26	wc	Grand Hotel	Yakima	WA	51	Elderly	9% TC	New Const.
27	wc	Haili Apts	Hilo	н	36	Eiderly	Section 8	Rehab
28	wc	Hale Hoaloha	Hilo	HI	81	Family	4% TC -S8	Rehab
29	wc	Hale O'Hauoli Apts	Honolulu	HI	100	Family	4% TC -S8	Rehab
30	wc	Hilltop Apts.	Wenatchee	WA	26	Family	9% TC	New Const.
31	wc	Kaneohe Elderly Apts	Kaneohe	HI	44	Elderly	4% TC -S8	Rehab
32	wc	Lakeland Pointe Apts	Moses Lake	WA	26	Family	9% TC	New Const.
33	wc	Lakeland Pointe II Apts	Moses Lake	WA	26	Family	9% TC	New Const.
34	wc	Maple Street Apts	Wenatchee	WA	52	Family	9% TC	New Const.
35	wc	Mason Ave Apartments	Tacoma	WA	105	Family	9% TC	New Const.
36	wc	McMurray Park	Richland	WA	100	Family	Conventional	Rehab
37	wc	Moses Lake Meadows Apt	Moses Lake	WA	26	Family	9% TC	New Const.
38	wc	North Lake Apts	North Sioux City	SD	40	Family	9% TC	New Const.
39	wc	North River Apts	East Wenatchee	WA	26	Family	9% TC	New Const.
40	wc	Oak Trace	Tacoma	WA	60	Family	9% TC	New Const.
41	wc	Olympic Pointe Apts	Port Orchard	WA	76	Family	9% TC	Rehab
42	wc	Orchard Heights Apts.	Tacoma	WA	26	Family	9% TC	New Const.
43	wc	Orchard West Apts.	Tacoma	WA	26	Family	9% TC	New Const.
44	wc	Palouse Trace Apts	Pullman	WA	51	Family	9% NC	New Const.
45	wc	Parkview Apts	Quincy	WA	26	Family	9% TC	New Const.
46	wc	Parkwood Townhomes	Sunnyside	WA	26	Family	9% TC	Rehab
47	wc	Pinecrest Apts	Pasco	WA	54	Family	9% TC	New Const.
48	wc	Pioneer Park Apts	Connel!	WA	51	Family	9% TC	New Const.
49	wc	Quail Ridge Apts	Kennewick	WA	51	Family	9% TC	Rehab
50	wc	Rapid Creek Apts	Rapid City	SD	54	Family	9% TC	New Const.
51	wc	Rivard Central	Yakima	WA	62	Elderly	9% TC	Rehab
52	wc	River Pauahi	Honolulu	HI	49	Elderly	4% TC -S8	Rehab
53	WC	Rose Cove	Armington	UT	124	Family	LIHTC	Inv. Property
54	WC	Sagewood	Yakima	WA	74	Family	9% TC	New Const.
55	wc	Southcreek I Apts	Centralia	WA	52	Family	9% TC	New Const.
56	WC	Southcreek II Apts	Centralia	WA	52	Family	9% TC	New Const.
57	wc	Spruce Street 2 Apartments	Yakima	WA	36	Family	9% TC	New Const.
58	wc	Spruce Street Apartmetns	Yakima	WA	26	Family	9% TC	New Const.
59	WC	Steinbeck Commons	Salinas	CA	100	Family	4% TC-M2M-S8	Rehab
60	WC	Sunridge Townhomes	Sunnyside	WA	26	Family	9% TC	New Const.
61	WC	Terre View Apts.	Pullman	WA	26	Family	9% TC	New Const.
62	WC	Third Avenue Apts	Quincy	WA	26	Family	9% TC	New Const.
63	WC	Tower Apts	Sioux Falls	SD	48	Family	9% TC	New Const.
64	WC	Village Oaks	Victorvilla	CA	116	Family	9% TC	Inv. Property
65	WC	Vineyard Apts	Mattawa	WA	36	Family	9% TC	New Const.
66	WC	Viola Apartmetnts	Yakima	WA	26	Family	9% TC	New Const.
67	wc	Viola II Apartments	Yakima	WA	52	Family	9% TC	New Const.
68	WC	Vizcaya Apartment Homes	Santa Maria	CA	236	Family	4% TC	Rehab
69	WC	Waimanalo Apts	Honolulu	н	80	Family	4% TC -S8	Rehab

	Region ID	Project	City State		Units	Demo	Program Type	Project Type
70	WC	Waipahu Hall	Waipahu	HI	72	Elderly	4% TC -S8	Rehab
71	wc	Wescott Apts	Sunnyside	WA	26	Family	9% TC	New Const.
72	wc	Wilbur Manor Apts	Walla Walla	WA	38	Family	9% TC	New Const.
73	WC	Wilikina fka Kawahi Maluai	Honolulu	HI	119	Family	9% TC - S8	Rehab
	Subtot	al WC Properties & Dwelling	Units	73	4,199			
	TOTAL U.S. PROPERTIES & DWELLING UNITS				17,899			

Vaughn Bay Construction Inc.

History

In 1991 W.D. (Dub) and Patricia Page brought together their twenty five plus years of experience in Real Estate and the wood products industry to form Vaughn Bay Construction. As a single family home builder Vaughn Bay built and sold an average of three houses a year for the next three years. Then in 1994 the focus shifted to multifamily development and Pat and Dub's sons became increasingly involved in the company.

In 1994 under the direction of General Manager Paul Page, Vaughn Bay provided construction management services for 130 units of Low Income Housing Tax Credit Housing (LIHTC). These units represent three communities located in the Washington towns of Port Angeles, Goldendale and Port Orchard.

Over the next 5 years Vaughn Bay completed 17 new construction projects and 7 renovations, representing over 1,000 units in projects located in Washington, Arizona, California and Hawaii.

In 1999 Pat and Dub transferred their interest to their sons, Paul and Steve Page. Since that time Vaughn Bay has completed over **1300 units of renovation and 950 units of new construction** primarily in their home state of Washington but also finding opportunities in California, South Dakota, Oregon and Florida.

Today Vaughn Bay continues to develop housing and commercial projects in a variety of construction mediums from small rural garden style projects to complex midrise urban projects. As the complexity of affordable housing development increases Vaughn Bay continues to build quality resources in financing, insurance and Green Construction. These resources include Deckman and Associates, M.J. Neal Associates, AJ Gallagher and Favors Rettig Accounting. The Vaughn Bay team is looking toward a strong future with projects in the pipeline in Washington, Florida and Hawaii.

Key Personnel for VAUGHN BAY include:

Corporate

President: Steve Page

Steve became involved in real estate when he was a college student. He majored in Business Administration at Washington State University and worked summers for a residential real estate firm, Rainier Brokers, Inc. After leaving college he went to work full time for the Commercial Department of Rainier Brokers, Inc. In 1991 Steve joined with his parents in Vaughn Bay. As an associate with Vaughn Bay Construction, he is involved in all phases of development. Steve is currently the President of Vaughn Bay Construction and is responsible for the oversight of its daily operations as well as development and financial planning.

Vice President and General Manager: Paul Page

Paul started his career working for 15 years in retail and wholesale building materials. For the next 10 years Paul was the General Manager for a large multi-family construction company. In 1991, Paul joined his parents at Vaughn Bay. Since then Paul has held general contractor's licenses in Washington, Oregon, Arizona, South Dakota, Nevada, California and Florida. This broad experience provides him with knowledge of materials, their proper application and construction methods in any climate. His experience includes single family homes, garden style apartments, mid rise buildings and high rise residential buildings.

Home Office

Construction Manager/Project Manager: Floyd Baker

Floyd started working in the construction industry with his father while still in High School. His 35 years of experience include single family, multifamily, commercial renovations, tenant improvements, light commercial, and mid-rise construction. His role includes taking a project from the conceptual stage through the design process into plans and budgets. He then oversees the approvals and permitting process right through the construction to the final certificates of occupancy. Floyd has also taken the lead for Vaughn Bay in the Build Green design process. He is working closely with the architects to develop specifications to ensure compliance with the requirements of the various programs under which Vaughn Bay is developing units.

Florida Division

Project Manager: Scott Stockstad

After receiving his BA from Western Washington University in 2003, Scott spent 2 years working at Cambridge Management. During this time he supervised onsite mangers at LIHTC and HUD projects in Washington and Oregon. This experience gives Scott unique insight into the needs of affordable housing projects after the construction is complete. In 2005, Scott became a Project Manger/Safety Officer for Vaughn Bay and began taking courses in Construction Management at the University of Washington. He received his Certification in Project Management from UW 2007. In 2007 Scott relocated to the Florida office and took over the renovation projects in that region. Since that time Vaughn Bay has completed 5+ renovation projects under Scott's supervision.

	Future P	rojects		
Project Name	Location	Year	Description	Total Project Costs
Stonewood	Yakima, WA	2018/2019	60 units	\$6,000,000
Riverview	Pullman, WA	2018/2019	56 units	\$6,756,000
Grand Blvd.	Vancouver, WA	2019	26 units	\$3,200,000
Queen Emma Tower	Налоіціи, НІ	2018/2019	Rahab 71 units	TBD
Palouse Trace	Pullman, WA	2018	Rehab 51 units	\$6,800,000
Cloverbrook Apartments	Lakewood, WA	2018	260 units	TBO
Woodlawn Trall	Clearwater, FL	2018	80 units	\$10,325,600
Delphin Downs	Penascola, FL	2018	72 units	\$10,200,000
Parrish Oaks	Parrish, FL	2018/2019	120 units	\$13,800,000.00
Palmetto Pointe	Pinellas Park, FL	2018/2019	82 units	\$9,184,000.00
Choctaw Village	Ft. Waiton Beach, FL	2018/2019	rehab 48 units	\$1,560,000.00
Pembroke Pines	Pembroke Pines, FL	2018/2019	rehab 100 units	\$3,750,000.00

	Projects Currently Und	er Construc	tion 2018	
Project Name	Location	Year	Description	Total Project Costs
Oakwood Villas	Jacksonville, FL	2017	Rehab 200	\$20,000,000
Brookstone	Tallahassee, FL	2016-2017	108 units	\$10,320,318
Calusa Estates	Belle Glade, FL	2017	114 units	\$12,540,000
Burlen Haus	Burlen, WA	2018	Rehab 34units	\$2,800,000
Lummus Park Manor	Miami, FL	2017	Rehab 50 units	\$3,520,000
Lake Mangonia Apts	West Palm Beach, FL	2018	Rehab 150 units	\$10,200,000
Laburnum Gardens	Valrico, FL	2017	81 Units	\$8,262,000
Ridgewood Apts	Winter Haven, FL	2017/2018	Rehab 33 units	\$1,402,500
Chipola Apartments	Marianna, FL	2018	Rehab 48 units	\$2,640,000
Jacksonville TH	Jacksonville, FL	2018	Rehab 250 units	\$8,125,000
Çedar Park	Lake City, FL	2018	Rehab 72 units	\$3,240,000

	Recent Finish	ed Projects		
Project Name	Location	Year	Description	Total Project Costs
Brookfield Mews	Tifton, GA	2017	Rehab 120 units	\$4,296,196
Hickory Knoll	Ocala, FL	2017	Rehab 96 units	\$3,504,768
Seminole Gardens	Sanford, FL	2017	Rehab 108 units	\$4,709,973
River Pauahi	Hanolulu, HI	2017	Rehab 48 units	\$6,525,000
Timberwood Trace	Jacksonville, FL	2017	Rehab 223 units	\$6,260,901
Columbus Court	Tampa, FL	2017	Rehab 160 units	\$6,981,560
Hampton Villas	Jacksonville, FL	2017	Rehab 60 units	\$2,648,104
Majestic Qaks	Gainesville, FL	2016	Rehab 172 units	\$6,589,135
Wedgewood	West Palm Beach, FL	2017	Rehab 80 units	\$3,268,863
Waipahu Hall	Waipahu, HI	2017	Rehab 72 units	\$18,600,000
Oak Trace Apartments	Tacoma, WA	2016-2017	60 units	\$9,700,000
Pinewood-Athens	Athens, GA	2016	Rehab 90 units	\$2,982,228
Cumberland	St. Mary's, GA	2016	Rehab 154 units	\$5,027,193
Garden Trail	Clearwater, FL	2015-2016	Rehab 76 units	\$7,370,073
Kaneohe Elderly	Kaneohe, HI	2016	Rehab 44 units	\$2,371,483
Harbour Court	Haines City, FL	2016	Rehab 64 units	\$2,601,234
Spring Manor	Ocala, FL	2016	160	\$6,006,660
Orangewood Village	Fort Pierce, FL	2016	Rehab 60 units	\$2,206,511

Architectonics Studio, Inc.

2600 Dr. MLK JR Street N
Suite 600
St. Petersburg, FL 33704
(P)727-323-5676
(F)727-323-5826
info@architectonicsstudio.com
www.architectonicsstudio.com

Architectonics Studio is a full-service design firm, offering both residential and commercial design and architectural services. Our staff has years of experience in projects ranging from small residential renovations and additions to new residences to commercial projects costing tens of millions of dollars. Our goal for each project, large or small is to provide you the client the highest quality personalized service while producing innovative design solutions.

In each of the past five years Architectonics Studio has grown in size. In addition, our continued growth and retention of highly motivated and innovative staff will allow us to provide the most cost efficient and timely solutions for any degree of your commercial and residential project needs. Staff availability is assured, to provide each project the attention it deserves.

Architectonics Studio, Inc. currently has offices in St. Petersburg, Florida.

Visit our web site at: www.architectonicsstudio.com

PHILOSOPHY

Efficient, High Quality, Affordable Architectural and Engineering Services.

PROJECT TYPES

Condos, Town Homes, Hotels, Apartments
Single Family Residential (New Construction, Additions and Renovations)
Restaurants
Medical Offices
Office Buildings
Tenant Improvements, Tenant Build-outs
Retail
Shopping Centers

AVAILABLE SERVICES

Architectural and Engineering Design Services

Construction Administration

Development Services (Project Feasibility)

Site Selection

ADA, Building and Life Safety Code Review

Architectural Programming

Building Permit Assistance

Renderings and Marketing Brochures

CORPORATE HISTORY

Founding Year: 1998

Officers: Joseph L. Lacki President, Secretary

Michael Arrigo Vice President, Treasurer

Architect: Michael Arrigo Registered Architect, NCARB

Certified

Key People: Joseph L. Lacki Lead Designer/Project Manager

Tracy Settle Koch Affordable Housing Project Manager

Eric Foss Affordable Housing Project Manager

John Mutnansky Single Family Project Manager
Don Jellings Single Family Project Manager
Kathleen Gugol Restaurant/Retail Project Manager
Yulia Lukashevich Restaurant/Retail Project Manager

Staffing: Registered Architects: 1

Project Managers: 7
CADD: 5
Administration: 3

Total Staff: 16

MICHAEL ARRIGO

ARCHITECT, VICE PRESIDENT ARCHITECTONICS STUDIO, INC.

Mr. Arrigo's experience spans a wide range of projects. During his career he has been responsible for the completion of prisons, retail projects, sports facilities, nursing homes, assisted living centers, hospital renovations, schools, restaurants, offices and single and multi family housing. While serving as the Project Architect on many of these projects, he has been responsible for design development, contract documents, construction administration and coordination with team members and consultants.

Mr. Arrigo Graduated from Kent State University with a Bachelor of Science and a Bachelor of Architecture in 1998. Mr. Arrigo is currently NCARB certified. He is a Registered Architect in the States of Florida, Alabama, Georgia, Texas, New York, Ohio Tennessee and South Carolina.

SELECTED PROJECT EXPERIENCE:

Refer to affordable housing project list attached.

LIHTC/FHFC Experience Architectonics Studio, Inc. - Michael Arrigo

completed

List as	of	11/3	/2017

	<u> </u>				LIST 03 VI.	11/3/2017
	Project	Location	Units	Program	Туре	Year
1	Evergreen Apartments	Tampa, FL	40	9% LIHTC	New Construction	2007
2	Highland Palms	Avon, FL	52	9% LIHTC, SAIL	New Construction	2006
3	City Place fka Burlington Senior	St. Petersburg, FL	82	9% LIHTC	New Construction	2008
4	Silver Oaks	Tampa, FL	200	4% LIHTC	Rehabilitation	2010
5	Crossroads Apts	Orlando, FL	94	4% LIHTC	Rehabilitation	2010
6	BCC Apartmetns	Miami, FL	103	4% LIHTC, HOME	Rehabilitation	2012
7	Browards Gardens	Ft. Lauderdale, FL	96	9% LIHTC	Rehabilitation	2013
8	Central Court	Tampa, FL	68	9% LIHTC	Rehabilitation	2014
9	Foxwood Apartments	Panama City, FL	100	9% LIHTC	Rehabilitation	2013
10	Hilltop Apartments	Jacksonville, FL	200	4% LIHTC	Rehabilitation	2012
11	Pine Creek Apartments	Ft. Pierce, FL	107	9% LIHTC	Rehabilitation	2013
12	Lincoln Fields	Miami, FL	213	4% LIHTC	Rehabilitation	2013
13	Palms West Apartments	West Palm Beach, FL	290	4% LIHTC	Rehabilitation	2014
14	Monteagle Ridge Apts	Nigara Falls, NY	149	4% LIHTC	Rehabilitation	2012
15	Sunrise Apartments	Tallahassee, FL	99	4% LIHTC	Rehabilitation	2013
16	University Plaza	Jacksonville, FL	120	9% LIHTC	Rehabilitation	2013
17	Clearwater Apartments	Clearwater, FL	90	4% LIHTC, HUD 223(f)	Rehabilitation	2015
18	Caravel Apartments	Ft. Lauderdale, FL	110	4% LIHTC, HUD 223(f)	Rehabilitation	2015
19	Crossings at Indian Run	Stuart, FL	344	4% LIHTC	Rehabilitation	2015
20	400 Apartments	Gainesville, FL	101	9% LIHTC	Rehabilitation	2015
1	Jackson Heights	Tampa, FL	111	9% LIHTC	Rehabilitation	2015
22	Parkside Commons	Pinellas Park, FL	60	9% LIHTC	New Construction	2015
23	Harbour Court	Haines City, FL	64	4% LIHTC, SAIL, ELI	Rehabilitation	2016
24	Georgia Arms	Sanford, FL	90	4% LIHTC, SAIL, ELI	Rehabilitation	2015
25	Spring Manor	Ocala, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2016
26	Brookside Village	Ft. Myers, FL	50	4% LIHTC, SAIL, ELI	Rehabilitation	2015
27	Stevens Duval	Jacksonville, FL	52	4% LIHTC, SAIL, ELI	Rehabilitation	2015
28	Orangewood Village	Ft. Pierce, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2016
29	Garden Trail	Clearwater, FL	76	4% LIHTC, SAIL, ELI	New Construction	2016
30	Wedgewood Apartments	West Palm Beach, FL	80	9% LIHTC	Rehabilitation	2016
31	Majestic Oaks	Gainesville, FL	172	9% LIHTC	Rehabilitation	2017
32	Columbus Court	Tampa, FL	160	4% LIHTC, SAIL, ELI	Rehabilitation	2017
33	Hampton Villa	Jacksonville, FL	60	4% LIHTC, SAIL, ELI	Rehabilitation	2017
34	Timberwood Trace	Jacksonville, FL	224	4% LIHTC, MMRB	Rehabilitation	2017
		Total Units	4077			

Under Construction

	Project	Location	Units	Program	Туре
1	Seminole Gardens	Sanford, FL	108	4% LIHTC, SAIL, ELI	Rehabilitation
2	Hickory Knoll	Ocala, FL	96	4% LIHTC, SAIL, ELI	Rehabilitation
3	Calusa Estates	Belle Glade, FL	114	9% LIHTC	New Construction
4	Oakwood Villa	Jacksonville, FL	200	4% LIHTC, MMRB	Rehabilitation
5	Brookfield Mews	Tifton, GA	120	4% LIHTC, MMRB	Rehabilitation
		Total Units	638		

Future Projects

	Project	Location	Units	Program	Туре
	Laburnum Gardens	Valrico, FL	81	9% LIHTC	New Construction
2	Lummus Park Manor	Miami, FL	51	9% LIHTC	Rehabilitation
3	Hudson Estates	Hudson, FL	52	4% LIHTC, MMRB	Rehabilitation
4	Palm Grove	West Palm Beach, FL	150	4% LIHTC, MMRB	Rehabilitation
5	Woodlawn Trail	Clearwater, FL	80	4% LIHTC, SAIL, ELI	New Construction
6	Delphin Downs	Pensacola, FL	72	4% LIHTC, SAIL, ELI	New Construction
7	Cedar Park	Lake City, FL	72	4% LIHTC, SAIL, ELI	Rehabilitation
8	Jacksonville TH Apts	Jacksonville, FL	250	9% LIHTC	Rehabilitation
9	Chipola Apts	Marianna, FL	48	9% LIHTC	Rehabilitation
10	Ridgewood Apartments	Winter Haven, FL	33	9% LIHTC	Rehabilitation
		Total Units	889		



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783

(850) 487-1395

ARRIGO, MICHAEL 2600 DR MLK JR STREET N SUITE 600 ST. PETERSBURG FL 33704

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AR0017335

ISSUED. 12/22/2016

ARCHITECT ARRIGO, MICHAEL

IS LICENSED under the provisions of Ch. 481 FS. Explantion data * FES 28, 2615 (1612220000697

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER

AR0017335

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS
Expiration date FEB 28, 2019



ARRIGO, MICHAEL 2600 DR MLK JR STREET N SUITE 600 ST. PETERSBURG FL 33704



ISSUED: 12/22/2015

DISPLAY AS REQUIRED BY LAW

SEQ# L1612220000599



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 (850) 487-1395

ARCHITECTONICS STUDIO, INC. 2600 DR. MLK JR STREET N SUITE 600 ST. PETERSBURG FL 33704

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AA0003347

ISSUED. 12/22/2016

ARCHITECT CORPORATION
ARCHITECTONICS STUDIO, INC.

IS CERTIFIED under the provisions of Ch. 461 FS. Expression date: FEB 2R 2019 L3612220000002

DETACH HERE

PICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER

AAC003347

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

ARCHITECTONICS STUDIO, INC 2600 DR. MLK JR STREET N SUITE 600 ST PETERSBURG FL 33704





(SSUED: 12/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ# L1612220000B02

SUMMER MEADOWS ESCAMBIA COUNTY APPLICATION

EXHIBIT 7

Cambridge Management, Inc.

1916 64th Avenue West & Tacoma, WA 98466 & Phone: (253) 564-2619 & Fax: (253) 460-8767

Company History

Cambridge Management, Inc. (CMI) was founded in 1987. It was originally organized as a fee management company and built up a portfolio of 5,000 units by 1991. The projects ranged in size from 80 units to 400 units.

Beginning in 1994 it was decided to only have CMI manage properties in which CMI or its principals and affiliates have an economic interest. The current portfolio has over 13,500 units in 8 states.

CMI is headquartered in Tacoma, Washington with a satellite office based in Tampa, FL with total employment of 357 staff.

Management Staff:

The staff is comprised of a close knit team of quality personnel, all of whom bring years of experience and education. Key staff members include: Sue Baker, President; Stephen Page, Vice President and Beth Wilson, Director of Compliance.

A list of properties currently managed by CMI and resumes of key staff are attached

SUSAN L BAKER

SUMMARY OF QUALIFICATIONS

- 30 Years Experience in Property Management
- 15 Years Experience in Tax Credit Compliance
- Experience in Financial Planning and Budgeting for Multifamily Projects

EDUCATION

1981 University of Puget Sound

Tacoma, WA

BA in Psychology

1981 - 1984 University Pacific Lutheran

Tacoma, WA

Graduate Work in Psychology

PROFESSIONAL EXPERIENCE

1983 - 1987 Rainier Brokers, Inc

Tacoma, WA

Property Manager

Directly responsible for the management of 100 units including single family homes, duplexes and four plexes. Handled leasing rent collections and scheduling of maintenance.

1987 – Present Cambridge Management, Inc.

President

Tacoma, WA

1997-Present Cascade Affordable Housing Consultants Tacoma, WA

Assisted in founding and became president of Cambridge Management, Inc. By 1991 the company was managing in excess of 5,000 units. Over 1,400 of these units were Bond Financed and servicing residents at or below 50% of the local median income. Responsibilities include staffing decisions, overall policy creation and enforcement (including the creation of the policy manual), training of personnel and financial monitoring and planning for the projects. In addition to the basic property management responsibilities, I spend time consulting on over 50 Tax Credit applications as well as monitored project compliance for 30 applications which received an allocation of credits. This has included Placed in Service Compliance, First Year of the Credit compliance and on going project compliance. The expansion of the consulting business led us to form Cascade Affordable Housing Consultants in 1997.

ACCREDITATIONS

Successfully completed IREM 300 - 1988

Successfully completed IREM 400-1989

Certified Occupancy Specialist - 1989

Attended COS course as refresher - 1997

Attended WSHFC Compliance Training - October 1997

Certified Credit Compliance Professional - January 1998

STEPHEN W. PAGE

1911 65th Avenue West > Tacoma, Washington 98466 (253) 460-3000 > FAX (253) 564-2762

Mr. Page became involved in real estate when he was a college student. He majored in Business Administration at Washington State University and worked summers for a residential real estate firm, Rainier Brokers, Inc. After leaving college he went to work full time for the Commercial Department of Rainier Brokers, Inc. and assisted in the development of James Center, a 300,000 square foot neighborhood strip center and was involved in the initial leasing of the project. Since his first single-family residential rental purchase in 1976 Mr. Page has maintained and managed a personal real estate portfolio as well as managing for and participating in various real estate partnership ventures.

MANAGEMENT EXPERIENCE

In 1987 Mr. Page helped found and became Vice President of Cambridge Management, Inc. By 1991 Cambridge Management was managing in excess of 5,000 apartment units. Over 1,400 of these units were Bond Financed where portions of the residents were at or below 50% of the median income for the area. As Vice President he was directly responsible for financial planning including budgeting, monitoring property performance and rent strategies.

CURRENT

In 1992 Mr. Page co-founded Vaughn Bay Construction, Inc. (VBC). VBC is involved in single family and multi-family construction, primarily in the state of Washington. Mr. Page is involved in the development and financial planning for both the single family and multi-family projects, including marketing and rental strategies. He is involved in all phases of development - site development, processing (often including rezoning), financing, land development and construction. Mr. Page remains a principal in Cambridge Management, Inc.

CONTINUING EDUCATION

Mr. Page has continued to seek out educational opportunities in the industry including IREM courses 300 and 400, Tax Credit Compliance courses offered by Washington State and in January 1998 he completed the course to become a Certified Tax Credit Compliance Professional offered by Spectrum Seminars.

BETH WILSON

1911 65th Avenue West

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Tacoma, WA 98466

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SUMMARY OF QUALIFICATIONS

16 years of experience of all levels of Property Management 2 years of experience in Tax Credit Project Compliance Experience with Financial Planning and Budget Preparation

EXPERIENCE

1998 - Present

Cambridge Management

Fircrest, WA

1988 - 1991

Property Manager

- Directly responsible for the management of over 200 Low Income Tax Credit units throughout Washington.
- Actively participate with lease-up process of new projects as well as hiring, training and supervising of Resident Managers.
- Responsible for preparing budget, variance reports and analyzing financial statements.
- Developed comprehensive training program for all Resident Managers.

1993 - 1998

Citation Management

Fife, WA

Operations Director

- Oversaw management of 624 multi-family housing units and over 1 million square feet of commercial property.
- Involved in tenant lease negotiations

1991 - 1993

Sterling Investments

Tacoma, WA

Property Manager

Managed portfolio of 1500 housing units.

1984 - 1988

Robert A. McNeil Corporation

Bellevue, WA

Property Manager

 Hired as a Leasing Agent and was promoted through various levels of management eventually becoming Property Manager.

CERTIFICATIONS AND AWARDS

 Certified Occupancy Specialist, Certified Credit Compliance Professional, Certified Real Estate Broker, Spectrum Training Award Recipient

cam/ridge

Cambridge Management Portfolio Data as of 67172018

Cambridge Management Po	rtfolio Data as	of 6/1/20	18																								
2018																											
				1	Year	Years						Prope	rty Type											el Commit			
Project Name	City	TotalUnits	Year	Age	CMI	Managed	Current	Current	Comments		Seet 8/				Asafated	(neaps	e Leve	(s) per	Most	Restric	dve Pr	mango	U	nits Reserv	ed for Spec		lations
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3 Creekside	Madera	81	2000	F8	2017	L	96%	7%		1						3	0	0	27	0	51	0	0	0	81	0	0
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5 Park Vista Apartments	Los Angeles	28	1989		2015	2	93%	756				_		4		0	0	0	0	0	0		0	0	0	0	0
6 Sonats Apartment Homes	Los Angeles	24 100	1988	30	2016	2	96%	8%	-	H			\vdash	4		0	0	0	0	0	0	0	0	0	0	0	0
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3 Clearwater Apartments	Clearwater	90	1982	36	2014	. 4	99%	3%		V	1	1				0	0	0	_0	۵	0	90	0	0	0	0	0
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Cambridge Management Portfolio Data as of 6/1/2018

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L.,		1-0		1						GEORG														1 Die		1 2 30 8180	s I cromen	
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2	Jefferson Lakes II	Baten Rouge	112	1995		2016	2	85%	15%		1				_	_		Н		\vdash	1	-	+	-	+	+-	_	-
二										NORTH CAR			_							_		_	_	_				
4	Forest Glen	Durham	92	1995			- G	97%	3%		4						0	0	0	0		0	92	0	. 0	0	0	0
-21	Woodparry Apartments	Asheville	168	1987	. 31	2018	0	99%	1%	SOUTH DA	TOTAL A				V .		0	0	0	0	0	0	0	0	1 0	0	0	0
777	Falls Pork Apartments	Sioux Falls	74	2008	10	2008	10	83%	L2%	BOUTH BY	KOTA /						0	0	- 0	_ n	1 0	1 10	1 20	T -		1 0	1 4	_
2	Fulls Terrate Apartments	Sioux Falls	62	2006	12	2008	10	85%	18%		7		\vdash	_			0	0	0	0	0	1.5	59	0	0	0	0	0
3 3	Falls View Apartments	Sioux Fells	47	1971	47	2008	IO.	77%	25%		1			7			0	0	0	a	0	20		0	0	0	0	0
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2 1	Basch Street	Yakism	60	2012	6	2012	L	98%	2%	wearen dinest.	-		\vdash		1	_	24	0	0	0	0	30	5	0	0	0	43	0
3 1	Birch Street Apartments	Quiagy	26	2001	17	2001	17	100%	0%		-						0	0	0	26	0	0	0	0	5	3 "	25	0
4	Brookside Apartments	Spokane	18	2002	16	2002	16	93%	5%		/						0	0	0	0	0	18	0	0	1 1	. 5	0	0
5 1	Brookstone Apartments Burion Hous	Spokane	33	1972	45		17	93%	0%			-					0	C	0	a	0	64		0	15	IL	0	ū
7 6	asa Del Sol Apartments	Surreside	26	1977	4L 16	2016	16	82% 96%	6%	Rohah	_	-	\vdash				0	0	0	a	0	0	33	33	0	0	0	6
8 (Thopamal Apartments	Moses Luke	26	2000	18		18	100%	0% 8%		-		-			_	0	0	O O	0	26	0	7	0	- 5	- 5	25	0
9 0	Phopomed II Aportexents	Moses Lake	26	2005	13	2005	13	100%	4%		1						10	0	0	0	0	13	3	0	3	5	0	9
10 (Thehalis Valley	Chehalis	26	199E	20	1998	20	100%	9%		1			-			13	0	0	ő	0	0	13	ő	1 5	- 5	0	0
11 0	Tarstmut Court	Yakima	26	2006	12	2006	12	96%	9%		1						30	0	-0	0	0	13	3	0	5	5	0	5
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14 (`olomda	East Wonatchee	26	1998	20	133B	20	100%	0%	recovez uniekly	-/	_	\rightarrow		_	_	7	0	0	0	0	0	19	0		+ -	0	0
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16 0	Corridor	Centralia	21	2002	16	2002	1.6	98% 93%	0%		4						8	0	0	0	0	10	3	0	4	4	0	0
	ottonwood Glen	Clarkston	20	1998	20	1998	20	100%	0%		1						10	0	0	0	ß	0	10	0	4	4	0	0
10 0	restview Terruce	Shelton Ellenshurg	18	1998 1970	20 48	1998 2007	20	94% 94%	0% 1%		4			-			9	0	0	0	0	0	9	0	4	4	0	0
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State	# of Projects
Culifornia	9
Florida	66
Georgia	4
Hawail	8
Louisiana	2
North Carolina	2
South Dukota	4
Washington	63
	158

Total LIHTC Units: 12.582

APPENDIX A

Properties Developed or Owned in Escambia or Santa Rosa Counties

Southport Development Inc. obtained SAIL and 4% Low Income Housing Tax Credit funding for Delphin Downs, a 72 unit, new construction project in the City of Pensacola. Construction is estimated to begin in January of 2019.

APPENDIX B

Properties Managed in Escambia or Santa Rosa Counties

Cambridge Management Inc. will manage the Delphin Downs development, a 72 unit, affordable family property to be located in the City of Pensacola. Lease-up is scheduled to begin in Q3, 2019.

APPENDIX C

Design Compatibility Narrative

Summer Meadows (SM) is a proposed 120-unit new construction affordable housing community located near 6000 Hilburn Road, Pensacola, FL, including parcels 291S301202000001, 291S301202000002, and 291S301301000001. The site is approximately 7.32 acres total, zoned HDR with a Future Land Use designation of MU-U. Water and sewer services are available at the site, provided by Emerald Coast Utilities. Additionally, the property is located in HUD designated Qualified Census Tract 14.02.

The proposed development will include 120 one-, two-, and three-bedroom units in five buildings that will serve the family demographic. The buildings will house the residential units, community room, office, and other amenities. The residential buildings are proposed to be three stories, approximately 47,904 square feet total, with ample parking onsite. The community will comply with all applicable ADA, UFAS, Section 504 and Fair Housing requirements.

Additionally, SM will incorporate the following green features: low or no-VOC paint for all interior walls, low flow fixtures in bathrooms including but, not limited to, low flow toilets, sinks and shower heads, energy star qualified refrigerators and dishwashers, and energy efficient air conditioners and water heaters. A programmable thermostat, and energy star rated windows will be installed in every unit.

The proposed design of Summer Meadows consists of five, garden style walkup residential buildings. This design will remain consistent with the existing Oak Knolls Estates development located directly across the street, which are one- and two-story multifamily style walkups. However, as Oak Knolls Estates was built in 1980-1982, Summer Meadows will provide a refreshed and updated take on the garden style walkup, consistent with modern technological, construction and design features while still retaining the neighborhood feel.

Further, SM will meet or exceed all neighborhood and county design and landscape codes. While all buildings comply with building and landscape buffers per the code, the southern portion of the development is further set-back from the street by the planned retention ponds. These set-backs, combined with the extensive lighting and security cameras located on the property, will assist in making the property and the greater community a safer place.

Additionally, a 5' concrete sidewalk will be added to the site plan—submitted as Attachment 1—as stated in Escambia County Development Review Committee comments dated October 29th, 2018. Currently, no sidewalk exists on either side of that stretch of Hilburn Road and this new walkway will improve the walkability of the neighborhood, which is essential to any community. This is especially crucial to families, as Woodham Middle School is located approximately one mile away.

As the developer of Summer Meadows, we know the importance of integrating new developments into existing neighborhoods, both for the health of the development and the larger area. It is our goal that Summer Meadows be an anchor of stability and a beacon of vibrancy in the Oakfield Redevelopment District.

APPENDIX D



5690 E. Milton Rd Milton, FL 32583 850-626-9520

October 26th, 2018

Wes Clearman Vaughn Bay Construction Inc 5403 W Gray Street Tampa, FL 33609 Phone: 813-867-3**700**

Phone: 513-567-3700 Fax: 613-667-7354

RE: Summer Meadows - Pensacola

Dear Mr. Clearman:

Flease let this letter serve as confirmation that Builders FirstSource, based in Escambia County, FL, is willing and able to assist in the construction of the proposed Summer Meadows project in Pensacola.

Sincerely, Chris Creary Gulf Coast Account Manager

PERDIDO GRADING & PAVING, LLC

PO BOX 3333 PENSACOLA, FL 32516 (850) 777-9981 CGC057529

October 26th, 2018

Kirk Clark
Perdido Grading & Paving, LLC
Po Box 3333
Pensacola, FL 32516
Phone: 850-777-9981

Fax: 251-962-3212

RE: Summer Meadows - Pensacola

Dear Mr. Clearman:

Please let this letter serve as confirmation that **Perdido Grading & Paving, LLC**, based in Escambia County, FL, is willing and able to assist in the construction of the proposed Summer Meadows project in Pensacola.

Sincerely, Kirk Clark

APPENDIX E

Local Partnership

Southport intends to enter into a Memorandum of Understanding for Special Needs Persons, as defined by Florida Statues, with Opening Doors Northwest Florida similar to the attached for a previous development in Escambia County.

Approved

FHFO: Gaine Boland

Date: 10-08-18

Memorandum of Understanding for Special Resds Housing Services (Link: MOU Form 03 PDC)

RECITALS:

A. In response to Florida Housing Finance Corporation's ("the Corporation") REQUEST FOR APPLICATION © 2016-169 the Owner obtained funding for the development of an affordable housing Development located in <u>Escambia</u> COUNTY, Florida known as <u>Delphin Downs</u> (the "Development") and consisting of 72 APARTMENT UNITS.

- B. Owner committed to set-aside 11% of the ELI units, which is 4 units of the required Extremely Low-income ("ELI") units in the Development, for Persons with a Disabiling Condition that are referred by a supportive services lead agency designated by the Corporation. Disabiling Condition as defined in 420,0004(7) F. S., means a diagnosable substance abuse disorder, serious mental filness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:
 - (a) Expected to be of long-continued and indefinite duration; and
 - (b) Not expected to impair the ability of the person with a disabling condition to live independently with appropriate supports,

The set-aside units that are occupied by ELI households referred by the designated Referral Agency are known as Link units.

- C. The Corporation has determined that Persons with a Disabling Condition require Initial, intermittent or on-going supportive services from one or more community-based service providers so that stable, adequate and safe housing is maintained in the community.
- D. The Owner desires to engage the Referral Agency's services as more particularly described herein in connection with the Persons with a Disabling Condition at the Development and in working with the community's supportive service providers to find eligible tenants.

Accordingly, the parties agree as follows:

- 1. Contract Form. This MOU in intended to constitute the entire agreement between the parties and they intend this MOU to be binding upon the parties in the absence of any other agreement.

 Amendments to this agreement must be reviewed and approved by the Corporation.
- 2. ELI Persons with a Disabling Condition Candidate. The parties agree that Persons with a Disabling Condition qualifying for the ELI units in the Development should be (i) receiving community based supportive services at the time of the referral; (ii) prepared to live in an independent living environment; and (iii) able to pay the determined rent and other costs for the available EU unit. The parties acknowledge that some of the Persons with a Disabling Condition may require regular and long-term community-based supportive services during their tenancy, while others may need only temporary or short-term support to address a situational crisis or to receive assistance to regain independence and stability.

- d) Designating a point person on-site at the Development to send notice of unit availability to the designated point person from the Referral Agency and to work with the Referral Agency during the leasing and occupancy period for all referred Persons with a Disabling Condition residents.
 - Employ and maintain a communications plan between Management and Referral Agency that will accommodate staff turnover and assure continuing linkages for the duration of the compliance period.
- e) Collaborating with the Referral Agency as appropriate and applicable, to address the household's needs for assistance at application:
- f) Notifying the Referral Agency regarding anticipated and actual vacancies in the reserved units, as described below in #6 "Availability of ELI Units."
- Notifying the Referral Agency, in a timely manner, of issues or concerns that may adversely affect the tenancy of the household;
- h) Contacting Referral Agency if there are any issues or concerns that have not been satisfactorily resolved with the household.
- i) Informing the Referral Agency about the property and unit characteristics and features, rents and related costs, household income limits or restrictions, resident rights and responsibilities, the resident application process, as well as the information and documents each household will need when applying for the reserved unit.
- j) Developing and maintaining a written policy and procedures information document to be given to the Referral Agency that describes the procedures to be used to help referred households apply for, get accepted, and maintain tenancy in a Link Unit. Owner shall inform the Referral Agency of any changes in these procedures. Owner shall include a section on Reasonable Accommodation under the federal Fair Housing Act in this document and the property's process for applying for a Reasonable Accommodation.

6. Availability of ELI Units

- a) Unit vacancies for the reserved units must be held open for referrals for a period of at least 30 calendar days starting from the date the unit is vacant and ready to lease. The Owner must notify the Referral Agency that the reserved unit is available on or before the unit becomes vacant and ready to lease.
- b) Leasing Activity (Lease-up and Pre-leasing): During leasing activity, the Development owner shall make all units available for the intended Link residents, referred by the Referral Agency, until the Development's Link set-aside requirement has been met. If the Development has not met its Link set-aside unit requirement by the passing of 30 days after the last unit is actually available for occupancy, the Development owner may lease the units to any eligible household.
- c) If an owner notifies a Referral Agency that a unit is available and the Referral Agency does not respond, the owner shall contact the Referral Agency at least three (3) times, at intervals of no less than seven (7) Calendar Days, during the 30-day period after the initial notice of unit availability was sent to the Referral Agency. The owner shall document all notification activity on its Link communication tracking log.
- d) The owner shall notify the Referral Agency regarding the outcome of each referral within one (1) business day after a determination is made regarding the household's eligibility to occupy the available unit.
- e) if a referral does not result in occupancy by the referred household, the 30-day holding period shall continue to allow the Referral Agency the opportunity to refer another household. The

- (c) If Referral Agency elects to terminate the agreement for any reason, Owner may immediately seek services from such other referral agency providers deemed acceptable to the Corporation. The Corporation must be notified of the termination. The Owner must notify the Corporation by email at the following email address: Link@fioridahouring.org.
- 9. Representations and Warranties Referral Agency represents and warrants that it is capable and qualified of performing under the terms and conditions of this MOU, and shall maintain the appropriate designations and certifications to perform its functions under this MOU in the jurisdiction where the Development is located.

If to Owner: SP Downs LLC

5403 West Gray Street Tampa, FL 33609 813-288-6988

bheffner@sphome.com

If to Referral Agency: Opening Doors NWFL

PO Box 17222 Pensacola, FL 32522 John Johnson,

John:@openingdoorsnwff.org Phone: (850) 435-4055

9. Governing Law. All agreements set forth herein between Owner and Referral Agency shall be construed in accord with and governed by the laws of the State of Florida and the United States of America and the County and/or City in which the Development is located.

THIS MEMORANDUM OF UNDERSTANDING FOR SPECIAL NEEDS HOUSING SERVICES is agreed to upon the date first written above between:

OWNER:

1

Name: Scott Seckinger
Title: Vice President

REFERRAL AGENCY:

By: Opening Doors NWFL, Inc

 \wedge

Title: Chief Executive Officer

APPENDIX F

NOT APPLICABLE

APPENDIX G

Local Community Benefits Narrative

Summer Meadows (SM) is a proposed 120-unit new construction affordable housing community located near 6080 Hilburn Road, Pensacola, FL, including parcels 291S301202000001, 291S301202000002, and 291S301301000001. The site is approximately 7.32 acres total, zoned HDR with a Future Land Use designation of MU-U. Water and sewer services are available at the site, provided by Emerald Coast Utilities. Additionally, the property is located in the HUD designated Qualified Census Tract 14.02.

The property is less than a mile from University Town Plaza and the Tradewinds Shopping Center. A Grocery Advantage and Woodham Middle School are just a mile away, and West Florida Hospital less than a mile and a half away. Additionally, stops for the 63, 59X, 45, 43, and 51 bus routes are located within a mile and a half.

The proposed development will include 120 one-, two-, and three-bedroom units in five buildings that will serve the family demographic. The buildings will house the residential units, community room, office, and other amenities. The residential buildings are proposed to be three stories, approximately 47,904 square feet total, with ample parking onsite. The community will comply with all applicable ADA, UFAS, Section 504 and Fair Housing requirements. 90% of the units will be set-aside for residents with family incomes at or below 60% of area median income and 10% of the units will be set aside for residents with family incomes at 33% of area median income. Please see below for proposed unit mix, unit sizes, rents and utility allowances.

Unit Type	Unit Count	AMI%	Unit Sqft	Gross LIHTC Rent 2018	Est Utility Allowance	Net LIHTC (proposed rent)
1 BR 1 BTH	5	60%	750	\$734	\$65	\$669
1 BR 1 BTH	1	33%	750	\$403	\$65	\$338
2 BR 2 BTH	70	60%	950	\$880	\$75	\$805
2 BR 2 BTH	6	33%	950	\$484	\$75	\$409
2 BR 2 BTH	2	30%	950	\$440	\$75	\$365
3 BR 2 BTH	32	60%	1,200	\$1,017	\$85	\$922
3 BR 2 BTH	<u>4</u>	33%	<u>1,200</u>	\$559	\$85	<u>\$464</u>
Total	120		121,800		· ·	\$1,134,924

Additionally, SM will incorporate the following green features: low or no-VOC paint for all interior walls, low flow fixtures in bathrooms including but, not limited to, low flow toilets, sinks and shower heads, energy star qualified refrigerators and dishwashers, and energy efficient air conditioners and water heaters. A programmable thermostat, and energy star rated windows will be installed in every unit. A 5' concrete sidewalk will be added to the site plan (included in Attachment 1) along the Hilburn road frontage, per the Escambia County Development Review Committee comments, dated October 29th, 2018.

The sidewalk will improve the walkability of the neighborhood, essential to the community due to its proximity to Woodham Middle School.

According to data from the US Census Bureau from 2016 (the most recent year available), 58% of all renter households in the 32504 zip code are cost burdened, i.e. pay more than 30% of income towards housing. 25.2% of renter Households in the zip code earn less than \$20,000, considered to be low to extremely low income, and 99% of those Households are cost burdened by housing. 31.5% of renter households earn \$20,00 to \$34,999 annually, also considered low to very low income. 80% of them are cost burdened by housing

SM will directly address the cost burden issue by providing 120 units of quality, affordable rental stock with rents restricted to target households at 60% and 33%AMI, the low and very low income demographics into the area. With a unit mix of one-, two-, and three-bedroom units, families will have options for affordable, quality housing in the Pensacola area, and proximate to numerous amenities and services.

Further, two units will be set aside at 30% AMI for Special Needs persons, as defined by the Florida Statutes. The referrals would be provided by Opening Doors of Northwest FL, the continuum-of-care for the area. By means of this partnership with the Escambia and Santa Rosa based organization, the community is provided with additional, needed housing for Special Needs persons in the area.

The Florida Housing Finance Corporation requires that all new rental units funded with 4% LIHTC provide resident programs for the life of the compliance period, which is 50 years in this case, at no cost to the residents. SM intends to elect to provide the following programs to its residents; Adult Literacy, Employment Assistance Program, a Homeownership Assistance Program, and a Financial Management Program.

The Adult Literacy Program will, at no cost to the resident, provide literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. At a minimum, these will include English proficiency and basic reading education.

The Employment Assistance Program will provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction will be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

- Evaluation of current job skills;
- Assistance in setting job goals;
- Assistance in development of and regular review/update of individualized plan for each participating resident;
- Resume assistance;
- · Interview preparation; and

• Placement and follow-up services.

The Homeownership Opportunity Program will provide a financial incentive which includes the following provisions:

- The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;
- the incentive must be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
- the benefit must be in the form of a gift or grant and may not be a loan of any nature;
- the benefits of the incentive must accrue from the beginning of occupancy;
- the vesting period can be no longer than 2 years of continuous residency; and
- no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program

Finally, the Financial Management Program shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. The topic areas must include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning & savings options including preparing a will and estate planning;
 and
- Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Different topic areas must be selected for each session, and no topic area may be repeated consecutively.

APPENDIX H

APPENDIX I

NOT APPLICABLE