

COPY

September 29, 2015

**BENEFICIAL**  
COMMUNITIES

2016-024C



## **Brightview Senior**

*RFA 2015-106*

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

**Bright View Senior Apartments Limited Partnership**

3550 S Tamiami Trl. Ste. 301, Sarasota FL

(941) 929-1270 Ext. 110

Donald Paxton

DPaxton@beneficialcom.com

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# Attachment 1

## Applicant Certification and Acknowledgement

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The Applicant must include a signed Applicant Certification and Acknowledgement form as **Attachment 1** to Exhibit A to indicate the Applicant's certification and acknowledgement of the provisions and requirements of the RFA. The form included in the copy of the Application labeled "Original Hard Copy" must reflect an original signature (blue ink is preferred). The Applicant Certification and Acknowledgement form is provided in Exhibit B of this RFA and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-106/RelatedForms/> (also accessible by clicking here). Note: If the Applicant provides any version of the Applicant Certification and Acknowledgement form other than the version included in this RFA, the form will not be considered.

## **Applicant Certification and Acknowledgement Form**

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

## **Applicant Certification and Acknowledgement Form**

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

## **Applicant Certification and Acknowledgement Form**

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

## Applicant Certification and Acknowledgement Form

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

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

- t. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall (i) develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency that provides supportive services for Persons with a Disabling Condition for the county where the proposed Development will be located and (ii) demonstrate HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2)(b) of the RFA.
  - u. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter, as outlined in Section Four A.11.b.(3)(c) of the RFA.
4. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
  5. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
  6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
  7. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
  8. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
  9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

### Applicant Certification and Acknowledgement Form

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

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

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

\_\_\_\_\_  
Manager of General Partner

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

\_\_\_\_\_  
Donald W. Paxton

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

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



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## Attachment 2

### Applicant Formation

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The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application Deadline. The Applicant must include, as **Attachment 2** to Exhibit A, evidence from the Florida Department of State, Division of Corporations, that the Applicant satisfies the foregoing requirements; such evidence may be in the form of a certificate of status or other reasonably reliable information or documentation issued, published or made available by the Florida Department of State, Division of Corporations.

# State of Florida



Department of State

I certify from the records of this office that BRIGHTVIEW SENIOR APARTMENTS LIMITED PARTNERSHIP, is a Limited Partnership or limited liability limited partnership organized under the laws of the state of Florida, filed on August 31, 2015.

The document number of this Limited Partnership is A15000000535.

I further certify said Limited Partnership has paid all filing fees due this office through December 31, 2015, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 615A00021441-100915-A15000000535-1/1, noted below.

Authentication Code: 615A00021441-100915-A15000000535-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Ninth day of October, 2015



*Ken Detzner*  
Ken Detzner  
Secretary of State

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# Attachment 3

## Non Profit documentation

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An Applicant that indicates at question 3.c. of Exhibit A that it is applying as a Non-Profit will only be considered to be a Non-Profit, for purposes of this RFA, if the Applicant meets the definition of Non-Profit as set out in Rule Chapter 67-48, F.A.C., completes the questions at question 3.c. of Exhibit A, and provides the following information for each Non-Profit entity as **Attachment 3** to Exhibit A.

- (1) The IRS determination letter;
- (2) A description/explanation of how the Non-Profit entity is substantially and materially participating in the management and operation of the Development (i.e., the role of the Non-Profit);
- (3) The names and addresses of the members of the governing board of the Non-Profit entity; and
- (4) The articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low income housing.

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

THIS ITEM IS NOT APPLICABLE, THE APPLICANT IS NOT  
APPLYING AS A NON PROFIT

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## Attachment 4

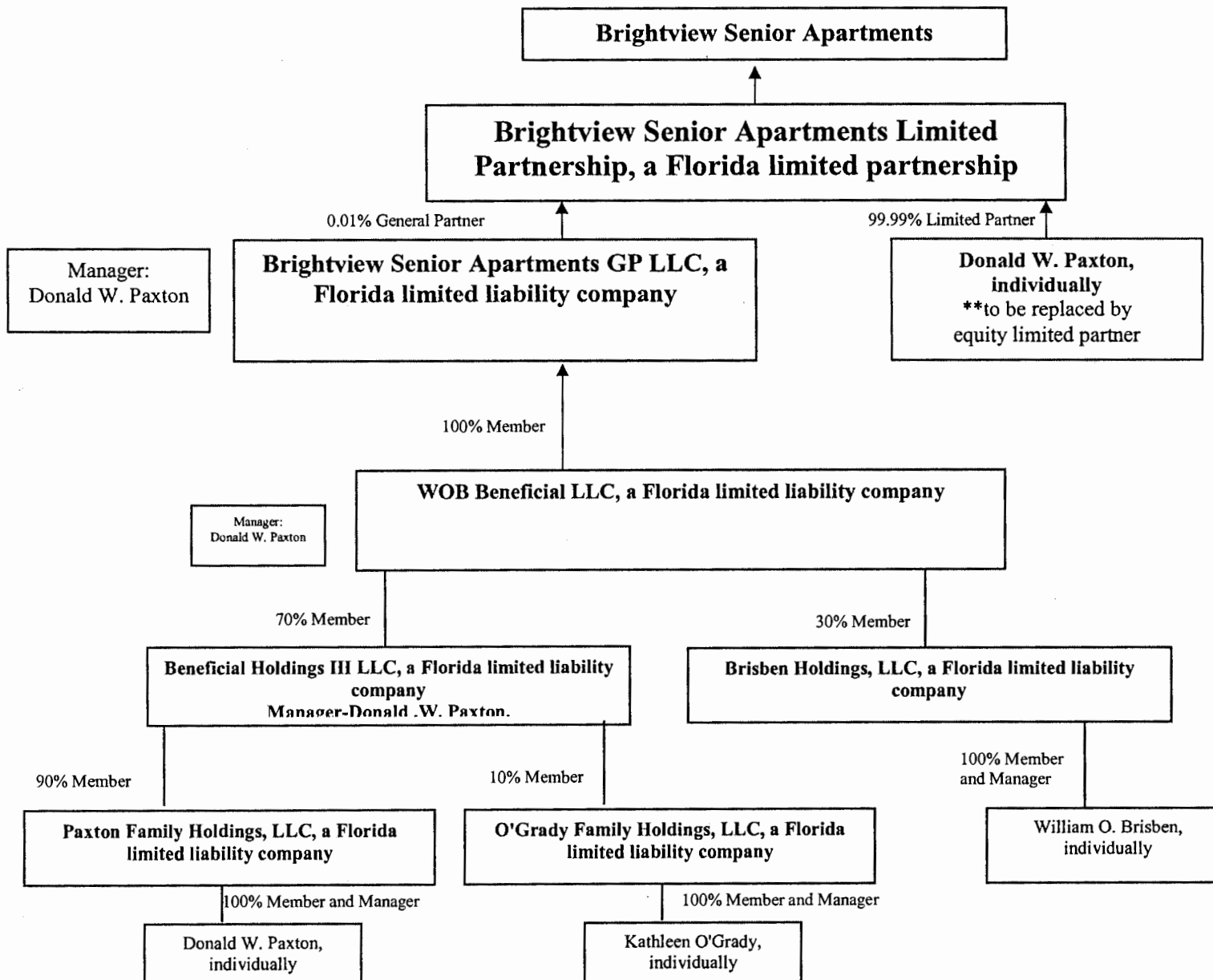
# Principals for the Applicant and Developer

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

For a Limited Partnership, provide a list identifying the following: (i) the Principals of the Applicant as of the Application Deadline and (ii) the Principals for each Developer as of the Application Deadline. This list must include warrant holders and/or option holders of the proposed Development.

# BRIGHTVIEW SENIOR APARTMENTS LIMITED PARTNERSHIP OWNERSHIP STRUCTURE CHART



There are no warrant holders and/or option holders in the proposed development

Developer Structure

**WOB Beneficial Development 16 LLC**

**Members:**

Beneficial Development III LLC

Members: Paxton Family Development, LLC  
Manager / Sole Member: Donald W. Paxton

O'Grady Family Development, LLC  
Manager / Sole Member: Kathleen O'Grady

Manager: Donald W. Paxton

Affordable Apartment Development, LLC a Florida limited Liability Company

Manager/Sole Member: William O Brisben

**Manager:**

Donald W. Paxton

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# Attachment 5

## General Developer Information and Experience

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

### General Development Experience (5 Points):

To be eligible to be awarded 5 points for General Development Experience, the Prior General Development Experience chart must meet the requirements of (a) below and the Applicant's answer to (b) below (at question 4.a.(3)(b) of Exhibit A) must be "Yes."

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

### General Development Experience:

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



# *State of Florida*

## *Department of State*

I certify from the records of this office that WOB BENEFICIAL DEVELOPMENT 16 LLC is a limited liability company organized under the laws of the State of Florida, filed on June 19, 2015.

The document number of this limited liability company is L15000105757.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015 and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of October, 2015*



*Ken Detjmer*  
*Secretary of State*

Tracking Number: CU8444734114

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Prior General Development Experience Chart**

**Name of Principal with the Required Experience: Donald Paxton**

**Name of Developer Entity (For the proposed Development) for which the above Party is a Principal: WOB Beneficial Development 16 LLC**

Name of Development	Location (City & State)	Affordable Housing Program that Provided Financing	Total Number of Units	Year Completed
Olive Grove	Ormond Beach, FL	Housing Credit	88	2012
Pine Berry	Clearwater, FL	Housing Credit	85	2011
Banyan Senior Apartments	Port Richey, FL	Housing Credit	96	2010
Oak Meadows	Cocoa, FL	Housing Credit	120	2009
Maple Crest	Fort Myers, FL	Housing Credit	120	2008
Laurel Oaks Seniors	Okeechobee, FL	Housing Credit	80	2008
Englewood Senior Apartments	Pensacola, FL	Housing Credit	92	2009
Royal Palms Senior Apartments	Titusville, FL	Housing Credit	96	2009
Pines at Warrington	Pensacola, FL	Housing Credit	160	2008
Pebble Hill Estates	Marianna, FL	Housing Credit	80	2008
Oaks at Shannon's Crossing	Okeechobee, FL	Housing Credit	100	2008
Oaks at Stone Fountain	Tampa, FL	Housing Credit	80	2008
The Palms at Lake Tulane	Avon Park, FL	Housing Credit	80	2007

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# Attachment 6

## General Management Information

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

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

**Prior General Management Experience Chart**

**Name of Management Company or Principal with the Management Company with the Required Experience: American Management Services East LLC doing business as Pinnacle**

Name of Development	Location (City & State)	Currently Managing or Formerly Managed	Length of Time (Number of Years)	Total Number of
Olive Grove	Ormond Beach, FL	Currently Managing	3	88
Pine Berry	Clearwater, FL	Currently Managing	4	85
Banyan Senior Apartments	Port Richey, FL	Currently Managing	5	96
Oak Meadows	Cocoa, FL	Currently Managing	6	120
Maple Crest	Fort Myers, FL	Currently Managing	7	120
Laurel Oaks Seniors	Okeechobee, FL	Currently Managing	7	80
Englewood Senior Apartments	Pensacola, FL	Currently Managing	6	92
Royal Palms Senior Apartment	Titusville, FL	Currently Managing	6	96
Pines at Warrington	Pensacola, FL	Currently Managing	7	160
Pebble Hill Estates	Marianna, FL	Currently Managing	7	80
Oaks at Shannon's Crossing	Okeechobee, FL	Currently Managing	7	100
Oaks at Stone Fountain	Tampa, FL	Currently Managing	7	80
Palms at Lake Tulane	Avon Park, FL	Currently Managing	8	80

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# Attachment 7

## Rental Assistance or HUD Letter

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

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

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

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

The Applicant must provide, as **Attachment 7** to Exhibit A, a letter from HUD or RD, dated within 12 months of the Application Deadline, which includes the following information:

- Name of the Development\*;
- Address of the Development;
- Year built;
- Total number of units that will receive PBRA and/or ACC if the proposed Development is funded;
- Total number of units that currently have or are receiving PBRA and/or ACC. If none, the total number of units that originally received PBRA; and
- The HUD or RD program currently associated with the existing development. If none, the HUD or RD program originally associated with the existing development.

\*For purposes of this provision, the Name of the Development may be the name at the time

THIS ITEM IS NOT APPLICABLE,

of the PBRA and/or ACC award.

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# Attachment 8

## Site Plan Approval

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Status of Site Plan/Plat Approval. The Applicant must demonstrate the status of site plan or plat approval as of the Application Deadline by providing, as **Attachment 8** to Exhibit A, the applicable properly completed and executed verification form:

(a) The Florida Housing Finance Corporation Local Government Verification of Status of Site Plan Approval for Multifamily Developments form (Form Rev. 11-14); or

(b) The Florida Housing Finance Corporation Local Government Verification of Status of Plat Approval for Residential Rental Developments form (Form Rev. 11-14).

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

FHFC Application Reference: 2015-106

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

Name of Development: Brightview Senior

Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St and

Development Location: Nova Rd., Holly Hill, FL

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

Zoning Designation: R7

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  

The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

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

Thomas A. Harowski  
Signature

Thomas Harowski  
Print or Type Name

CITY PLANNER  
Print or Type Title

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



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# Attachment 9

## Appropriate Zoning

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

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

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

FHFC Application Reference: 2015-106

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

Name of Development: Brightview Senior

Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St and  
Development Location: Nova Rd., Holly Hill, FL  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

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

- (1) The zoning designation for the above referenced Development location is R-7 Medium Density; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Holly Hill has vested in me the authority to verify  
(Name of City/County)  
consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Thomas Harowski  
Signature

Thomas Harowski  
Print or Type Name

City Planner  
Print or Type Title

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

---

# Attachment 10

## Availability of Electricity

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Availability of Electricity. The Applicant must demonstrate that as of the Application Deadline electricity is available to the proposed Development site by providing as **Attachment 10** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Electricity form (Form Rev. 11-14);

or

(b) A letter from the electricity service provider that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

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

FHFC Application Reference: 2015-106

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

Name of Development: Brightview Senior

Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St and

Development Location: Nova Rd., Holly Hill, FL

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

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

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

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Beverly Hutto  
Signature

Beverly Hutto  
Print or Type Name

Senior Technical Specialist  
Print or Type Title

FPL  
Name of Entity Providing Service

3000 Spruce Creek Rd  
Address (street address, city, state)

3000 Spruce Creek Rd, Port Orange, FL 32129

386.322.3439  
Telephone Number (including area code)

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

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# Attachment 11

## Availability of Water

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The Applicant must demonstrate that as of the Application Deadline water is available to the proposed Development site by providing as **Attachment 11** to Exhibit A:

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

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

FHFC Application Reference: 2015-106

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

Name of Development: Brightview Senior

Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St and

Development Location: Nova Rd., Holly Hill, FL

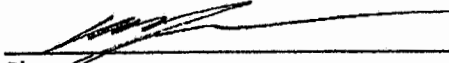
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

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

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

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Walt Smyser  
\_\_\_\_\_  
Print or Type Name

Deputy Public Works Director  
\_\_\_\_\_  
Print or Type Title

City of Holly Hill  
\_\_\_\_\_  
Name of Entity Providing Service

453 LPGA Blvd  
\_\_\_\_\_  
Address (street address, city, state)

Holly Hill, FL 32117  
\_\_\_\_\_

(385) 248-9463  
\_\_\_\_\_  
Telephone Number (including area code)

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

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# Attachment 12

## Availability of Sewer

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The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the proposed Development site by providing as **Attachment 12** to Exhibit A:

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

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

FHFC Application Reference: 2015-106

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

Name of Development: Brightview Senior

Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St and

Development Location: Nova Rd., Holly Hill, FL

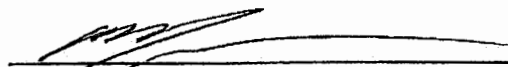
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

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

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

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Walt Snyder  
Print or Type Name

Deputy Public Works Director  
Print or Type Title

City of Holly Hill  
Name of Entity Providing Service

452 LPGA Blvd  
Address (street address, city, state)

Holly Hill, FL 32117

(386) 248-9463  
Telephone Number (including area code)

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



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# Attachment 13

## Availability of Roads

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Availability of Roads. The Applicant must demonstrate that as of the Application Deadline paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the proposed Development by providing as **Attachment 13** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 11-14); or

(b) A letter from the Local Government that is Development-specific and dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

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

FHFC Application Reference: 2015-106

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

Name of Development: Brightview Senior

Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St and

Development Location: Nova Rd., Holly Hill, FL

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

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

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
\_\_\_\_\_  
Signature

Scott H. Martin  
\_\_\_\_\_  
Print or Type Name

Engineering Section Manager  
\_\_\_\_\_  
Print or Type Title

Volusia County Government/Public Works Dept.  
\_\_\_\_\_  
Name of Entity Providing Service

123 W. Indiana Ave. - Room 402  
\_\_\_\_\_  
Address (street address, city, state)

Deland, Florida 32720-4262  
\_\_\_\_\_

(386) 257-6067  
\_\_\_\_\_  
Telephone Number (including area code)

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

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# Attachment 14

## Surveyor Certification Form

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Applications for a proposed Development to be located in Monroe County are eligible to be considered for the Small County Florida Keys Area funding goal and will automatically receive the maximum proximity score of 18 points without the requirement to provide the services information outlined in (2) below, provided the Applicant includes, as **Attachment 14** to Exhibit A, a properly completed and executed Surveyor Certification form (Form Rev. 07-15), as outlined in (3) below.

For purposes of this requirement, properly completed means that the form reflects the Development Name, Development Location, Development Location Point, and that the Certification sections of the form are completed. The Transit and Community Services sections of the form can be left blank. The Surveyor Certification form (Form Rev. 07-15) is provided in Exhibit B of this RFA and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-106/RelatedForms/> (also accessible by clicking here).

Note: If the Applicant provides any prior version of the Surveyor Certification form, the form will not be considered.

(2) In order for an Application for a proposed Development located in any county other than Monroe County to meet the Mandatory requirement and be eligible for proximity points, the Applicant must provide an acceptable Surveyor Certification form (Form Rev. 07-15), as **Attachment 14** to Exhibit A, reflecting the information outlined below. The Surveyor Certification form (Form Rev. 07-15) is provided in Exhibit B of this RFA and on the Corporation's Website <http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2015-106/RelatedForms/> (also accessible by clicking here).

Note: If the Applicant provides any prior version of the Surveyor Certification form, the form will not be considered.

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

#### Development Location Point:

It is a Mandatory requirement that all Applicants identify a Development Location Point on the proposed Development site and provide the latitude and longitude coordinates determined in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the latitude and longitude coordinates will not be considered.

## SURVEYOR CERTIFICATION FORM

Name of Development: Brightview Senior  
 Located on the north side of 13th St. approximately 780 ft. west of the intersection of 13th St &  
 Development Location: Nova Rd., Holly Hill, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site<sup>1</sup> where the Development Location Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 5J-17, F.A.C., formerly 61G17-6, F.A.C.:

*\*All calculations shall be based on "WGS 84" and be grid distances. The horizontal positions shall be collected to meet sub-meter accuracy (no autonomous hand-held GPS units shall be used).*

State the Development Location Point. <sup>2</sup>	N <u>29</u> Degrees	<u>14</u> Minutes	<u>30.44</u> Seconds (represented to 2 decimal places)	W <u>81</u> Degrees	<u>03</u> Minutes	<u>48.25</u> Seconds (represented to 2 decimal places)
----------------------------------------------------	------------------------	----------------------	-----------------------------------------------------------	------------------------	----------------------	-----------------------------------------------------------

To be eligible for proximity points, Degrees and Minutes must be stated as whole numbers and Seconds must be represented to 2 decimal places.

Transit Service - State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

	Latitude			Longitude		
Public Bus Stop	N _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)	W _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)
Public Bus Transfer Stop	N _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)	W _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)
Public Bus Rapid Transit Stop	N _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)	W _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)
SunRail Station, MetroRail Station, or TriRail Station	N _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)	W _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)
Using the method described above <sup>4</sup> , the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Transit Service is:						_____ Miles

Community Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

Grocery Store:	Latitude			Longitude		
Name - <u>Save A Lot</u> Address - <u>1603 North Nova Rd.</u> <u>Holly Hill, FL</u>	N <u>29</u> Degrees	<u>14</u> Minutes	<u>24.35</u> Seconds (represented to 2 decimal places)	W <u>81</u> Degrees	<u>03</u> Minutes	<u>25.82</u> Seconds (represented to 2 decimal places)
Using the method described above <sup>4</sup> , the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Grocery Store is:						<u>0.40</u> Miles

Initials of Surveyor DV

SURVEYOR CERTIFICATION FORM

Medical Facility:	Latitude			Longitude		
Name - <u>John Turner MD</u> Address - <u>800 South Nova Rd. Ste.1</u> <u>Ormond Beach, Fl</u>	N <u>29</u> Degrees	<u>15</u> Minutes	<u>33.21</u> Seconds (represented to 2 decimal places)	W <u>81</u> Degrees	<u>04</u> Minutes	<u>31.38</u> Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Medical Facility is:					<u>1.40</u> Miles	
Pharmacy:	Latitude			Longitude		
Name - <u>Walgreens</u> Address - <u>1600 North Nova Rd.</u> <u>Holly Hill, Fl</u>	N <u>29</u> Degrees	<u>14</u> Minutes	<u>20.68</u> Seconds (represented to 2 decimal places)	W <u>81</u> Degrees	<u>03</u> Minutes	<u>30.91</u> Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Pharmacy is:					<u>0.35</u> Miles	
Public School:	Latitude			Longitude		
Name - _____ Address - _____	N _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)	W _____ Degrees	_____ Minutes	_____ Seconds (represented to 2 decimal places)
Using the method described above*, the distance (rounded up to the nearest hundredth of a mile) between the coordinates of the Development Location Point and the coordinates of the Public School is:					_____ Miles	

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

CERTIFICATION - Under penalties of perjury, I declare that the foregoing statement is true and correct.

Daniel L. Van Horn  
Signature of Florida Licensed Surveyor

4267  
Florida License Number of Signatory

Daniel L. Van Horn  
Print or Type Name of Signatory

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

This certification consists of 3 pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity points. If this certification contains corrections or 'white-out', or if it is altered or retyped, the form will not be considered. The certification may be photocopied. To be considered for scoring purposes, at least pages 1 and 2 of this 3 page certification form must be provided by the Applicant.



## SURVEYOR CERTIFICATION FORM

<sup>1</sup>"Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street.

<sup>2</sup>"Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

<sup>3</sup>The latitude and longitude coordinates for all Proximity Services must represent a point as outlined on the Coordinates Location Chart set out below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds represented to 2 decimal places. If the degrees and minutes are not stated as whole numbers and the seconds are not represented to 2 decimal places, the Applicant will not be eligible for proximity points for that service.

Coordinates Location Chart																									
Service	Location where latitude and longitude coordinates must be obtained																								
Community Services	Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.																								
Transit Services	<p>For Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, TriRail Rail Stations and MetroRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train.</p> <p>For the following Phase 1 SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the train:</p> <p style="text-align: center;"><u>Phase 1 SunRail Station Name</u></p> <table border="0"> <tr> <td>Altamonte Springs Station</td> <td>Church Street Station</td> </tr> <tr> <td>DeBary Station</td> <td>Florida Hospital Station</td> </tr> <tr> <td>Lake Mary Station</td> <td>LYNX Central Station</td> </tr> <tr> <td>Longwood Station</td> <td>Maitland Station</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>Sand Lake Road Station</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>Winter Park/Park Ave Station</td> </tr> </table> <p>For the following Phase 2 SunRail Rail Stations, coordinates must represent coordinates listed below:</p> <table border="0"> <thead> <tr> <th><u>Phase 2 SunRail Station Name</u></th> <th><u>Coordinates</u></th> </tr> </thead> <tbody> <tr> <td>Deland Amtrak Station</td> <td>N 29 01 02.25, W 81 21 09.24</td> </tr> <tr> <td>Meadow Woods Station</td> <td>N 28 23 12.19, W 81 22 26.59</td> </tr> <tr> <td>Osceola Parkway Station</td> <td>N 28 20 35.55, W 81 23 24.07</td> </tr> <tr> <td>Kissimmee Amtrak Station</td> <td>N 28 17 34.93, W 81 24 17.37</td> </tr> <tr> <td>Poinciana Industrial Park Station</td> <td>N 28 15 32.04, W 81 29 08.17</td> </tr> </tbody> </table>	Altamonte Springs Station	Church Street Station	DeBary Station	Florida Hospital Station	Lake Mary Station	LYNX Central Station	Longwood Station	Maitland Station	Orlando Amtrak/ORMC Station	Sand Lake Road Station	Sanford/SR46 Station	Winter Park/Park Ave Station	<u>Phase 2 SunRail Station Name</u>	<u>Coordinates</u>	Deland Amtrak Station	N 29 01 02.25, W 81 21 09.24	Meadow Woods Station	N 28 23 12.19, W 81 22 26.59	Osceola Parkway Station	N 28 20 35.55, W 81 23 24.07	Kissimmee Amtrak Station	N 28 17 34.93, W 81 24 17.37	Poinciana Industrial Park Station	N 28 15 32.04, W 81 29 08.17
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Poinciana Industrial Park Station	N 28 15 32.04, W 81 29 08.17																								

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

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

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# Attachment 15

## Site Control

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

a. Eligible Contract - For purposes of this RFA, an eligible contract is one that has a term that does not expire before April 30, 2016 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than April 30, 2016; specifically states that the buyer's remedy for default on the part of the seller includes or is specific performance; and the buyer **MUST** be the Applicant unless an assignment of the eligible contract which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant, is provided. If the owner of the subject property is not a party to the eligible contract, all documents evidencing intermediate contracts, agreements, assignments, options, or conveyances of any kind between or among the owner, the Applicant, or other parties, must be provided, and, if a contract, must contain the following elements of an eligible contract: (i) have a term that does not expire before April 30, 2016 or contain extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than April 30, 2016, and (ii) specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance.

b. Deed or Certificate of Title – The deed or certificate of title (in the event the property was acquired through foreclosure) must be recorded in the county in which the property is located and show the Applicant as the sole Grantee.

c. Lease - The lease must have an unexpired term of at least 50 years from the Application Deadline and the lessee must be the Applicant. If the owner of the subject property is not a party to the lease, all documents evidencing intermediate leases, subleases, assignments, or agreements of any kind between or among the owner, the lessor, or any sublessee, assignor, assignee, and the Applicant, or other parties, must be provided, and if a lease, must have an unexpired term of at least 50 years from the Application Deadline.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of the 12<sup>th</sup> day of October, 2015, between WOB BENEFICIAL DEVELOPMENT 16 LLC, a Florida limited liability company ("Assignor"), and BRIGHTVIEW SENIOR APARTMENTS LIMITED PARTNERSHIP, a Florida limited partnership ("Assignee"), upon the following terms and conditions:

A. Assignor, as Purchaser, entered into a Real Estate Purchase Agreement with Blue Palm Investments LLC ("Seller"), dated June 24, 2015 ("Contract"), for the sale and purchase of the real property described in the Contract ("Property").

B. Assignor desires to assign the Contract to Assignee, and Assignee desires to accept and assume the Contract.

NOW, THEREFORE, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all of Assignor's rights, title and interest in and to the Contract and the Property.

2. Assignor represents and warrants that (a) the Contract is in full force and effect, (b) the Contract has not been modified or amended, (c) Assignor has paid all sums required by the Contract to be paid by Assignor, and Assignor is not otherwise in default of any obligations under the Contract, (d) Assignor has no setoffs or claims against Seller arising out of the Contract and (e) there are no existing defaults by Seller under the Contract.

3. Assignee assumes and agrees to pay and perform all of Purchaser's duties, obligations, liabilities and responsibilities hereunder from and after the date of this Assignment, and Assignee agrees to indemnify and hold harmless Assignor from any and all claims, damages, losses and expenses that may arise out of, or in respect of, the Contract, from and after this date.

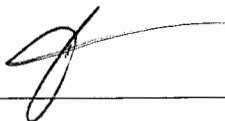
WITNESS the execution hereof as of the date first written above.

ASSIGNOR:

ASSIGNEE:

WOB BENEFICIAL DEVELOPMENT 16 LLC  
a Florida limited liability company

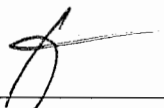
BRIGHTVIEW SENIOR APARTMENTS  
LIMITED PARTNERSHIP, a Florida  
limited partnership

By:  \_\_\_\_\_

By: Brightview Senior Apartments GP LLC, a

Florida limited liability company  
its general partner

Name: Donald W. Paxton  
Title: Manager

By:  \_\_\_\_\_  
Donald W. Paxton, Manager of GP

Date: October 12<sup>th</sup>, 2015

Date: October 12<sup>th</sup>, 2015



## REAL ESTATE PURCHASE AGREEMENT

This real estate purchase agreement (the "Agreement") is made and entered into this <sup>24<sup>th</sup></sup> day of June, 2015 by and between Blue Palm Investments LLC whose address is 25 Sugar Mill Lane, Ft. Myers, FL (hereinafter referred to as "Seller") and WOB Beneficial Development 16, LLC, or assign, whose address is 3550 S. Tamiami Trail Suite 301 Sarasota, FL 34239, (hereinafter referred to as "Purchaser"). The Seller and Purchaser may hereinafter be referred to collectively as the "Parties". This Agreement shall be effective upon execution by both the Seller and the Purchaser (the "Effective Date").

### RECITALS

**WHEREAS**, Seller is the owner 5.9 +/- acres of land located Volusia County, Florida as more particularly described on the attached Exhibit "A", hereinafter referred to as the "Real Estate", and

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase the Real Estate on the terms and conditions hereinafter set forth.

### AGREEMENT

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Purchaser agree as follows:

1. **REAL ESTATE, PROPERTY.** Subject to the terms and conditions set forth below, Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller the Real Estate, together with any and all easements, rights-of-way, privileges, benefits, contract rights, development rights, permits, licenses or approvals, improvements, or appurtenances arising from, pertaining to or associated with said real property (collectively, the "Property").

2. **PRICE AND PAYMENT.** The purchase price of the Real Estate shall be in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Purchase Price").

a. The Purchaser shall pay an earnest money deposit of Ten Thousand Dollars (\$10,000) by cash or check within seven business days of the Effective Date of this Agreement (the "Deposit") to the Escrow Agent (defined below), which term shall hereafter include all additional sums paid by Purchaser as additional Deposits under this Agreement. The Deposit shall be held by the Escrow Agent in an interest bearing account, and shall be refundable for any reason or no reason during the Due Diligence Period (defined below). If Purchaser elects to proceed then on the expiration of the Due Diligence Period, Purchaser shall deposit an additional Ten Thousand Dollars (\$10, 000) with Escrow Agent. All deposits are applicable to the Purchase Price.

b. The Purchaser shall pay the balance of the Purchase Price in cash, less any Deposits, as adjusted by prorations and credits called for in this Agreement, by wire transfer of funds at the time of the Closing (define below) as provided in Paragraph 4.

The Deposits paid pursuant to this Agreement shall be deposited with Jacqueline S. Best, Esq. of Broad and Cassel as agent ("Escrow Agent") and released to the Seller or Purchaser as the case may be, as provided herein, which shall be applied to the Purchase Price at Closing. The Escrow Agent upon termination of Agreement in accordance with terms hereof shall not require Seller's or Purchaser's signature in order to release the escrowed funds. Purchaser shall be entitled to any interest earned on the escrowed funds. The Escrow Agent shall serve without compensation for its services, and shall exercise its duties in accordance with the terms of this Agreement and in good faith, but under no circumstances shall it be held liable to Seller or Purchaser except for acts constituting gross neglect of duty or dishonesty. Upon delivery of the escrowed funds in accordance with the terms of this Agreement, its duties as Escrow Agent shall terminate.

3. **TITLE CONVEYANCE AND SURVEY.** Seller shall convey title to the Real Estate by general warranty deed at Closing. Said deed shall convey marketable title in fee simple absolute, with release of dower, subject only to real estate taxes not then delinquent and easements and restrictions of record that do not unreasonably interfere with Purchaser's proposed development. As of the date hereof, Purchaser has not examined the title to the Real Estate. At least thirty (30) days prior to Closing, Purchaser shall obtain an ALTA Owner's Title Insurance Commitment (the "Commitment") and a UCC lien search, which will commit to insure title to the Real Estate in accordance with the previous sentence and shall furnish a copy to Seller. If such Commitment or the Survey (defined below) disclose any title defects or other matter which, in Purchaser's sole judgment, interferes with Purchaser's intended use of the Real Estate, or which renders the title unmarketable ("Title Defect(s)"), then, prior to Closing, Purchaser shall provide written notice of objection to such Title Defects to Seller. In such event, if Seller is unable to or does not elect to remedy any such Title Defects or other such matter of title at Seller's sole cost and expense on or prior to the Closing Date, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same, in which case such Title Defects shall be deemed "Permitted Exceptions", or Purchaser may terminate this Agreement without further liability to either Party, and the Deposit shall be returned by the Escrow Agent to Purchaser. Purchaser shall, at the Closing, pay for the cost of issuance of an ALTA Title Insurance Policy to Purchaser in the amount of the Purchase Price. Possession of the Real Estate shall be delivered to Purchaser at Closing. If there are any buildings or other structures on the Real Estate, upon request by Purchaser, Seller shall have such buildings and/or other structures removed from the Real Estate prior to Closing. During the term of this Agreement, Seller shall not convey any interest in the Real Estate without the prior written approval of Purchaser.

Within 10 days from the Effective Date of this Agreement, Seller shall, at its expense, provide a copy of an existing survey of the Real Estate to the Purchaser, prepared by a registered surveyor. Prior to Closing, the survey shall be updated by the Purchaser, or Purchaser shall be entitled to obtain a new survey, at the expense of Purchaser (the "Survey"). In the event that the Survey, in Purchaser's sole discretion, shows any encroachments or any other defects, then such defects shall be treated as a Title Defect and the provisions of this Paragraph 3 shall be applicable to any

such Survey defects. The legal description prepared from the Survey shall be used in the Seller's deed, provided that the description is approved as current, by all appropriate governmental authorities.

4. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes shall be prorated as of the date of the Closing, based upon the amount of the most recent available real estate tax bills. Seller shall be responsible for any real estate taxes that are recouped or recaptured as the result of Purchaser's proposed development of the Real Estate. Seller shall also be responsible for all assessments against the Real Estate (whether recorded or in the process of being certified) as of the date of the Closing including any deferred sewer or water tap-in fees. All delinquent real estate and personal property taxes and any amounts owing on the lien of any general or special assessments shall be paid by Seller at the time of Closing. If the amount of the real estate taxes prorated at the Closing differs from the amount of the actual real estate taxes for the tax period in question by more than ten percent (10%), the Parties will re-prorate based on the actual tax bill and credit the appropriate party within thirty (30) days after receipt of such tax bill. Seller shall be responsible for all conveyance fees and other "taxes" associated with the conveyance of the Real Estate.

5. **CONTINGENCIES, DUE DILIGENCE, EXTENSIONS & CLOSING.** Purchaser intends to construct certain improvements on the Real Estate. By reason thereof, it is necessary for Purchaser to make certain determinations as to the suitability of the Real Estate for Purchaser's proposed development. Therefore, the consummation of this transaction is conditioned upon:

a. **Feasibility Study.** Purchaser shall determine whether there is adequate access to the Real Estate, whether utilities are existing or will be existing to serve the Real Estate, and whether soil and subsoil conditions, as well as other economic factors, will permit the efficient and economical construction of Purchaser's proposed improvements. Purchaser, in its sole discretion, shall determine the feasibility of the its intended use of the Real Estate, based upon but not limited to following: access to the Real Estate, availability of utilities adequate to serve the proposed improvements, soil and subsoil conditions, environmental conditions, water and drainage conditions, the existence of wetlands, and any other factors affecting the efficient and economic construction of the Purchaser's proposed improvements and intended use of the Real Estate.

b. **Development Plan Approval.** Purchaser shall have obtained, at its expense, from all appropriate governmental authorities and public utilities, all necessary zoning approvals, subdivision approvals and other site plan approvals for its proposed development.

c. **Utilities.** All utilities, including but not limited to, storm sewer, sanitary sewer, water, gas, electric and cable, will be available to the property line of the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate. Purchaser shall have obtained, at its expense, any necessary utility easements from adjoining property owners on terms and conditions acceptable to Purchaser.

d. **Financing.** Purchaser shall have obtained financing, on terms and conditions acceptable to Purchaser, for the acquisition and development of the Real Estate.

e. **Due Diligence Period:** Purchaser shall have until December 31<sup>st</sup>, 2015 ("Due Diligence Period") to satisfy or waive the conditions set forth in paragraphs 5(a) through 5(d) above. Purchaser in its sole discretion shall determine whether or not a contingency has been satisfied. Upon the failure of any of the above contingencies to be satisfied within such time period, Purchaser may elect either to waive such contingencies or to terminate this Agreement. Upon notice of such termination, any deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. If Purchaser fails to deliver written notice to Seller that Purchaser is satisfied with or is waiving all of the contingencies set forth in this Paragraph 5 within the time frame set forth above, this Agreement shall automatically terminate, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. Seller shall cooperate with Purchaser in obtaining the approvals required pursuant to this Paragraph 5, such cooperation to include, but not be limited to, the execution by Seller of any and all documents needed by Purchaser to obtain permits and approvals. Seller hereby grants to Purchaser authority to apply for site plan approval, development plan approval, and clearing and building permits prior to the Closing, and Seller shall execute any and all documents as may be required by the appropriate governmental agency to evidence such authority. Purchaser shall have the right, at no cost to Purchaser, to extend the Due Diligence Period for one 30-day period by delivering written notice to Seller prior to the expiration of the Due Diligence Period. If Purchaser does not terminate the Agreement within the Due Diligence Period, Purchaser shall have waived all conditions except the FHFC Approval defined in 5.f below.

f. **Florida Housing Approval:** It is understood that Purchaser is planning to apply for an allocation of low income housing tax credits (the "Tax Credits") and/or for tax-exempt bond financing (the "Bonds") with the Florida Housing Finance Corporation ("FHFC"). This Agreement is further contingent upon Purchaser receiving an allocation of such Tax Credits or Bonds from FHFC through its Request for Applications (the "Application Cycle"). To the extent Purchaser is not successful in receiving an award of funding in the Application Cycle, (the "FHFC Approval") Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement. In the event Purchaser exercises such option prior to the Closing Date, this Agreement shall become null and void and of no further force and effect and the Deposit made by Purchaser shall be returned by the Escrow Agent in full. Purchaser shall in good faith timely commence and diligently prosecute and complete its application for an allocation of Tax Credits and/or its application for tax-exempt Bonds with FHFC.

g. **Extension Period:** Purchaser shall have the right to extend the Closing for the payment of One Thousand Dollars (\$1,000.00) per 30 day "Extension Period" for Four (4) Extension Periods. The extension fee(s) shall be released to Seller by the Escrow Agent immediately upon notice from Purchaser to Seller to extend the contract. All extension fee(s) released to Seller through Escrow Agent shall be non-refundable, but applicable to the Purchase Price, and shall be deemed to be liquidated damages in the event this transaction does not close and is earned as such by Seller.

h. **Closing :** "Closing" to occur upon site plan approval and all building permits issued to the proposed multifamily project, but no later than July 31<sup>st</sup>, 2016, (the "Closing Date") unless extended pursuant to subparagraph f above, or unless the Parties mutually agree to a new Closing Date in writing.

(1.) Seller shall execute and/or deliver to Purchaser at Closing the following:

(a) A General Warranty Deed executed by Seller conveying fee simple title of the Property to Purchaser, subject only to the Permitted Exceptions.

(b) A non-foreign certificate in compliance with Section 1445 of the Internal Review Code;

(c) An assignment or assignments of all of Seller's right, title and interest with regard to all development rights, permits, licenses, consents, approvals, benefits soil tests, development plans, engineering plans or specification, tests, reports, studies, appraisals, analysis, or transportation capacity reservations or certificates, and similar documents or information which Seller may have in its possession and pertaining exclusively to the Property (the "Development Rights"), thereto, in form and content satisfactory and to the appropriate governmental agency or entity having jurisdiction thereof.

(d) Closing Statement; and

(e) Such other customary documents as reasonably may be reasonably required to consummate the transaction contemplated by this Contract, or which may be required by the Title Company in order to issue the Title Policy as required by the Title Commitment.

(2.) Purchaser shall execute and/or deliver to Seller at Closing:

(a) Closing Statement;

(b) The Purchase Price, subject to credits and prorations as provided herein; and

(c) All documents required hereunder in order to consummate this Contract, and such other customary documents as reasonably may be required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the title policies in this Contract.

i. **Closing Expenses.** The cost of documentary stamps on the General Warranty Deed and of any corrective instruments or actions shall be paid by Seller on or before Closing. The cost of recording the Deed, the Survey, the title insurance premium and any title search charges or other charges pertaining to the Title Commitment and the owners' title insurance policy shall be paid by the Purchaser on or before Closing. Each party shall bear and pay its own attorneys' fees and expenses.

6. **SITE INVESTIGATION AND CONDITION OF REAL ESTATE.** Seller hereby grants to Purchaser a temporary license to enter onto the Real Estate to conduct such engineering and soil testing as it deems appropriate. Purchaser shall conduct such site investigation in such a manner so as to minimize any damage to the Real Estate and, to the extent practicable, Purchaser shall promptly restore any damaged areas of the Real Estate to its condition prior to Purchaser's entry on the Real Estate. Purchaser agrees to indemnify Seller from and against any loss or damage incurred or suffered by Seller relating to any activities of Purchaser, its employees or independent contractors, on or about the Real Estate prior to the date of Closing hereunder. Prior to the Closing, Seller shall not make any material alterations to the Real Estate without the prior written consent of Purchaser.

Within thirty (30) days after the date of this Agreement, Seller shall deliver to Purchaser copies of all engineering reports, environmental (plant and animal) reports or environmental site assessments, topographical maps, soil tests, feasibility studies, easement agreements, subdivision approvals, title insurance policies and surveys in Seller's possession pertaining to the Real Estate.

Seller represents and warrants to Purchaser that as of the Closing, the Real Estate shall be free from any and all city, county, state and federal orders affecting the Real Estate. Seller further represents and warrants to Purchaser that Seller has not received notice of any violation of any applicable federal, state or local statute, law, ordinance, order, rule or regulation or of any covenant, condition, restriction or easement affecting the Real Estate. Seller further represents and warrants to Purchaser that, to the best of Seller's knowledge, the Real Estate is free from any and all hazardous substances and wastes, asbestos, underground storage tanks, PCB's and wet lands. Within sixty (60) days following confirmation of financing, Purchaser, at its expense, may perform an environmental audit and wet lands assessment on the Real Estate. In the event such audit discloses the presence of hazardous substances, wastes, asbestos, underground storage tanks or PCB's, then, unless Seller agrees, within ten (10) days after Seller's receipt of notice of the results of such audit, to remove and clean up any such hazardous substances, wastes, asbestos or underground storage tanks and to pay the costs of such removal and clean up prior to the Closing date, Purchaser, at its election, may either acquire the Real Estate without requiring the removal of such hazardous substances, wastes, asbestos, underground storage tanks or PCB's, or may terminate this Agreement by written notice thereof to Seller, in which case any Deposit made by Purchaser shall be returned by the Escrow Agent in full and neither party shall be under any further obligation hereunder.

7. **ADDITIONAL OBLIGATIONS OF SELLER.** Not Applicable:

8. **COOPERATION AGREEMENT.** Purchaser may need a variety of exclusive and non-exclusive public and private, permanent and temporary utility, drainage, right of way, grading, access, ingress/egress and roadway easement(s) to facilitate its re-development of subject property. Seller hereby agrees to fully cooperate with Purchaser in granting and signing said easements, as needed, and/or assisting Purchaser in obtaining same from required third Parties. The cost of design, designation, and recording of those easements shall be borne by Purchaser.

9. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants as of the date of Closing.

a. **No Consents Necessary.** Seller has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any other person or entity is necessary to authorize the execution of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby. The execution and delivery of this Agreement and every other document delivered pursuant to this Agreement by Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller.

b. **No Violations.** Seller has not received any written notice (i) of any violations by Seller or the Real Estate or any part thereof, of any law, rule, regulation, order or ordinance or (ii) from any insurance company of the existence of any material and adverse condition which requires work to be done to cure such condition with respect to the Real Estate, and Seller has no knowledge that any such notices are forthcoming or that any such conditions or violations exist.

c. **No Pending Proceedings.** The Seller represents that there is no pending or threatened, condemnation action, litigation, arbitration, administrative action or examination, claim, demand, attachment, execution or similar proceeding whatsoever, relating to the Real Estate or Seller which would adversely affect the Real Estate. Seller shall immediately notify Purchaser of any such claim or proceeding which is made, filed, threatened or instituted by or against Seller or the Real Estate after the date of this Agreement.

d. **No Third Party Rights.** The Seller represents that no tenant or other third party has any agreement, option, or other right of first refusal, to purchase the Real Estate or any part thereof nor does any party have any occupancy rights with respect to the Real Estate.

e. **Zoning.** Seller represents that the current zoning of the Real Estate is:  
R7.

f. **Access.** Seller has no knowledge of any fact or condition which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services. To Seller's knowledge, all sewage, sanitation, plumbing, water retention, refuse disposal, and similar facilities servicing the Real Estate are in full compliance with governmental authorities' laws, rules and regulations.

g. **Utilities.** All utilities, except sanitary sewer, but including water, gas, electric and cable, are available to the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate.

h. Assessments. There are no public improvements which have been ordered to be made and/or which have not heretofore been assessed, and there are no special, general, or other assessments pending, or to Seller's knowledge, threatened against or affecting the Real Estate.

i. Third Parties. Seller has not entered into, nor is aware of, any contract, lease, lien, encumbrance, agreement or right of possession, which cannot be canceled/terminated by Purchaser within a 30-day notice or less. Nor does any Third Party have any right(s) of occupancy, unrecorded or prescriptive easement(s) or usage with respect to the subject property, at law or in equity.

j. Survival of Warranties. Each of the foregoing representations and warranties shall survive the Closing and any independent investigation by Purchaser.

10. EMINENT DOMAIN. If, prior to the Closing, any proceeding shall be threatened, commenced or consummated for the taking of any part of the Real Estate for public or quasi-public use pursuant to the power of eminent domain, then Seller shall forthwith give notice thereof (the "Condemnation Notice") to Purchaser. The Condemnation Notice shall, if possible, be accompanied by a sketch of the portion of the Real Estate which will be affected by such taking, and a metes and bounds description delineating the area to be affected. If any such taking, contemplated taking or threatened taking, shall occur or be commenced, then Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of the Condemnation Notice or go forward and take an assignment of Seller's condemnation award. In the event Purchaser elects to terminate this Agreement, any deposit made by Purchaser shall be returned by the Escrow Agent in full, and neither party shall be under any further obligation hereunder.

11. DEFAULT.

a. BY PURCHASER. IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A DEFAULT OR BREACH BY PURCHASER OF ANY MATERIAL OBLIGATION HEREUNDER, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSIT AS WELL AS ADDITIONAL FEES PAID TO SELLER AS FULL AND COMPLETE LIQUIDATED DAMAGES AND NEITHER PARTY SHALL BE UNDER ANY FURTHER OBLIGATION HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT OR BREACH WOULD BE IMPOSSIBLE TO ACCURATELY DETERMINE, THAT PROOF OF THE AMOUNT OF SUCH DAMAGES WOULD BE COSTLY AND INCONVENIENT AND THAT SAID SUM IS FAIR AND REASONABLE IN LIGHT OF ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A DEFAULT OR BREACH BY PURCHASER. SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT OR BREACH. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY,



BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. SELLER AND PURCHASER EACH CONFIRM THEIR AGREEMENT TO THE FOREGOING BY INITIALING IN THE SPACE PROVIDED BELOW.

b. BY SELLER. IN THE EVENT THE SELLER SHALL DEFAULT IN THE CONSUMMATION OF THIS AGREEMENT, THE SELLER AGREES THAT THE PURCHASER SHALL HAVE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, SPECIFIC PERFORMANCE.

Seller's Initials

*JK*

Purchaser's Initials

*LB*

12. ASSIGNMENT. This Agreement may be assigned by Purchaser without the consent of Seller, provided that in the event of an assignment of this Agreement by Purchaser, Purchaser shall not be released from any of its obligations under this Agreement.

13. NOTICES. Any notices to be given hereunder shall be given by placing the notice in the United States Mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by personal delivery to such address, or by facsimile transmission (with receipt of transmission) and such notice shall be deemed effective upon such placing in the mails, on the next business day following delivery to a nationally recognized overnight delivery service, upon such personal delivery, or on the date sent via facsimile (with receipt of transmission):

To Seller:

Name: Blue Palm Investments, LLC  
Address: 25 Sugar Mill Lane  
City/State: Flagler Beach, FL 32136  
Attn: David Konchan  
Phone: (386) 566-2164  
Fax:  
Email: dkonchan@cfllr.com

To Buyer:

Name: WOB Beneficial Development 16, LLC  
Address: 3550 S. Tamiami Trail Suite 301  
City/State: Sarasota, FL  
Attn: Don Paxton  
Phone: 941.929.1270  
Fax: 941.929.1271  
Email: dpaxton@beneficialcom.com

With copy to:

Name: Broad and Cassel  
Address: 390 N. Orange Avenue Suite 1400  
City/State: Orlando, FL 32801  
Attn: Jacqueline S. Best  
Phone: 407.839.4252  
Fax: 407.650.0966  
Email: jbest@broadandcassel.com

14. **INVALID PROVISIONS.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

~~15. **BROKER.** The Parties do mutually represent to each other that no brokerage commission shall be due upon the execution of this Agreement or the transfer of all or any portion of the Real Estate other than a \_\_\_% broker's commission to be paid by Seller to \_\_\_\_\_, at the Closing. The Parties agree to hold each other harmless and indemnify each other as a result of a claim for a real estate commission asserted by any other broker as a result of any dealings with either party hereto.~~

16. **FORCE MAJEURE.** Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

17. **MISCELLANEOUS PROVISIONS.**

a. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. **Amendments and Termination.** Except as otherwise provided herein, this Contract may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

c. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

d. **Section Headings.** The section headings inserted in this Contract are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Contract, nor the meaning of any provision hereof.

e. **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

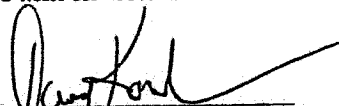
f. **Entire Understanding; Merger of Prior Agreements.** The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be binding upon either of them. This Contract supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

g. **Time.** Time is of the essence of this Contract. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

**SELLER:**


**Blue Palm Investments**

By:   
Print name: David Kanehen  
Its: Managing Member

Date: 6/24/15

**PURCHASER:**

**WOB Beneficial Development 16, LLC**

By:   
Print name: Kevin M. Brennan, Jr.  
Its: Authorized Agent

Date: 6 27 15

EXHIBIT A

Parcel 1:

Part of the North 1/2 of Lots 22 and 23, Block 34, Mary C. Fleming Subdivision of the Thomas Fitch Grant per Map Book 1, Page 1, Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Northwest corner of Lot 22, Block 34, Mary C. Fleming Subdivision of the Thomas Fitch Grant as per Map Book 1, Page 1, thence N 72 degrees 01 minutes 52 seconds E along the North line of said Lot 22, a distance of 190.00 feet to the Point of Beginning; thence continue N 72 degrees 01 minutes 52 seconds E along said North line of Lots 22 and 23, a distance of 470.00 feet to the Northeast corner of said Lot 23, thence S 17 degrees 57 minutes 09 seconds E along the East line of the North 1/2 of Lot 23, a distance of 329.24 feet to the Southeast corner of the North 1/2 of Lot 23; thence S 72 degrees 07 minutes 06 seconds W along the South line of the North 1/2 of said Lots 22 and 23, a distance of 470.00 feet; thence N 17 degrees 57 minutes 09 seconds W a distance of 139.14 feet; thence S 72 degrees 07 minutes 06 seconds W to the East right-of-way line of Old Kings Road a distance of 160.00 feet; thence N 17 degrees 57 minutes 09 seconds W along said East right-of-way line a distance of 120.00 feet; thence N 72 degrees 01 minutes 52 seconds E, a distance of 160.00 feet; thence N 17 degrees 57 minutes 09 seconds W, a distance of 69.14 feet to the Point of Beginning.

Less and except the following:

Part of the North one-half of Lot 22, Block 34, Mary C. Fleming Subdivision of the Thomas Fitch Grant, of record in Map Book 1, Page 1, Public Records of Volusia County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Lot 22; thence North 72 degrees 01 minutes 52 seconds East along the North line of said Lot 22, a distance of 40.00 feet to a point in the East right-of-way easement line of Old Kings Road per Official Records Book 2881, Pages 1193 and 1194, Public Records of Volusia County, Florida; thence South 17 degrees 57 minutes 09 seconds East along said East line, a distance of 129.14 feet to the Point of Beginning, thence North 72 degrees 01 minutes 52 seconds East along the South line of the Northerly 129.14 feet of said Lot 22, a distance of 150.00 feet; thence South 17 degrees 57 minutes 09 seconds East, parallel with the East right-of-way easement line of said Old Kings Road, a distance of 60.24 feet; thence South 72 degrees 07 minutes 06 seconds West a distance of 150 feet to a point in the East right-of-way easement line of said Old Kings Road; thence North 17 degrees 57 minutes 09 seconds West along said East line, a distance of 60.02 feet to the Point of Beginning.

and Less and except:

The Southerly 60 feet of the Northerly 129.14 feet of the Westerly 190.00 feet of Lot 22, Block 34, Mary C. Fleming Subdivision of the Thomas

Fitch Grant of record in Map Book 1, Page 1, Public Records of Volusia County, Florida, excepting therefrom the Westerly 40.00 feet thereof now a part of that right-of-way easement per Official Records Book 2881, Pages 1193 and 1194, Public Records of Volusia County, Florida.

Parcel 2:

Lot 1, except the North 50.22 feet, and all of Lots 3, 4, 5, 6 and 7, Block B, and Lots 24, 25 and 26, Block C, Amended Plan of Fleming Park, as recorded in Map Book 26, Page 110, Public Records of Volusia County, Florida.

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# Attachment 16

## Local Government Contributions

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

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

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

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

Funds administered by the Local Government, including federal funds and SHIP funds, may be included in the contribution as long as the appropriate verification form is provided. For purposes of this RFA, USDA-RD funds will NOT count as a Local Government contribution. The contribution may not be included as an expense on the Development Cost Pro Forma nor may it be considered part of Development Cost for purposes of calculating HC basis or Developer's fee. The exception to the previous sentence is deferred Local Government fees, which may be shown on the Development Cost Pro Forma.

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

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

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

NOTE: Neither the payment stream for the present value calculations (if contribution consists of a loan or deferred fee) nor the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) are required to be attached to the

certification form or otherwise included in the Application in order for the certification form to be considered for points.

LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM

Name of Development: Brightview Senior

Located on the north side of 13th St. approximatley 780 ft. west of the intersection of 13th St and Nova

Development Location: Rd., Holly Hill, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

On or before the Application Deadline, the City/County of Volusia, committed  
(Name of City or County)

\$ 170,000.00 (which may be used as a Non-Corporation Funding Proposal in the Application if it meets the  
(loan amount)

required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$52,543.28

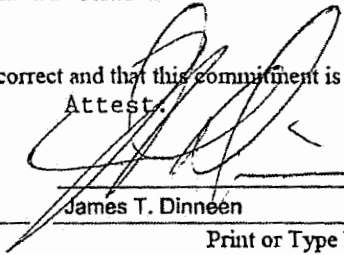
No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan is effective as of the Application Deadline referenced above, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

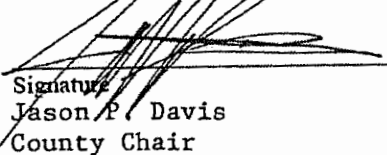
County of Volusia

Attest:

  
\_\_\_\_\_

James T. Dinneen

Print or Type Name

Signature  
  
Jason P. Davis  
County Chair

County Manager

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals. Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 01-14)

RFA 2015-106



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# Attachment 17

## QCT Letter

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

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

THIS ITEM IS NOT APPLICABLE,

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# Attachment 18

## SAIL Funding

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Applicants with an Application for a proposed Medium County Development that is not located in a HUD-designated DDA and/or QCT and that has the Family Demographic, may elect to compete for the Medium County Non- DDA/Non-QCT Family Demographic funding goals by requesting SAIL funding

at question 11.a.(2) of Exhibit A and providing a copy of a letter from the local planning office or census bureau, as **Attachment 18** to Exhibit A, verifying that the Development's location is **not** within a QCT. To be eligible to elect to compete for these funding goals, the Applicant must

- (i) include a PHA as a Principal of the Applicant entity on the Principals list provided at Attachment 4 and provide a Declaration of Trust letter, at Attachment 14, that meets the eligibility requirements to achieve the PHA Proximity Point Boost outlined at Section Four A.6.b.(1)(a) of the RFA (i.e., a PHA Application), or
- (ii) provide a Deed or Certificate of Title, at Attachment 15, that meets the site control requirements outlined at Section Four A.8. of the RFA (i.e. a Non-PHA Application). For purposes of this funding goal, the recording date of the Deed or Certificate of Title, which reflects the Applicant as the sole Grantee, must be at least 12 months prior to the Application Deadline for this RFA.

If an Applicant elects to compete for these goals and its Application is not selected to meet the goals, the Application will not be eligible to compete for any remaining Medium County funding during the selection process outlined in Section B.7.b. of the RFA.

If the Applicant is eligible to request SAIL funding in addition to the Housing Credits, and elects to do so, state the amount of SAIL funding requested at question 11.a.(2) of Exhibit A.

In the event of a discrepancy between the amount shown in this section and that shown elsewhere within the Application, the amount shown in this section shall be deemed to be the Applicant's SAIL Request Amount.

If the Applicant's SAIL request amount exceeds (i) the applicable per Development or per unit request amount stated in (a) above, or (ii) 25 percent of the Total Development Cost shown on the Development Cost Pro Forma (as adjusted during scoring, if applicable), whichever is less, the Corporation will reduce the Applicant's SAIL Request Amount down to the maximum allowable amount and that amount will be the Applicant's Eligible SAIL Request Amount. The Eligible SAIL Request Amount will be the amount of SAIL tentatively awarded should the Application be selected for funding. The SAIL loan shall be non-amortizing and shall have an interest rate of 1 percent over the life of the loan. The terms and conditions of the SAIL loan are further outlined in Rule Chapter 67-48, F.A.C.

THIS ITEM IS NOT APPLICABLE,

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# Attachment 19

## RD Funding

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If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 515 Program and/or RD 538 Program, the following information must be provided:

For a proposed Development that is assisted with funding from RD 515 and to qualify for the RD Proximity Point Boost (outlined in Section Four A.6.b. of the RFA) the Applicant must:

- (i) Include the funding amount at the USDA RD 515 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis), and
- (ii) Provide a letter from RD, dated within six (6) months of the Application Deadline, as **Attachment 19** to Exhibit A, confirming the funding source as outlined below:

For proposed Developments with the Development Category (at question 5.c.(1) of Exhibit A) of Rehabilitation or Redevelopment (either one with or without Acquisition), the RD letter must include the following information:

- Name of existing development;
- Name of proposed Development;
- Current RD Loan balance;
- Acknowledgment that property is applying for Housing Credits; and
- Acknowledgment that property will remain in the USDA/RD 515 loan portfolio.

For proposed Developments with the Development Category (at question 5.c.(1) of Exhibit A) of New Construction, the RD letter must include the following information:

- Name of Proposed Development;
- Name of Applicant as borrower or direct recipient;
- RD Loan amount; and
- Acknowledgment that property is applying for Housing Credits.

The letter outlined above will not qualify for purposes of the RD Proximity Point Boost. If the proposed Development will include the acquisition of an existing development which is currently assisted with funding from RD 515 and will remain in the USDA/RD 515 loan portfolio, but has a Development Category of New Construction and is seeking the RD proximity Point Boost, the Applicant must provide the letter outlined in (ii)(A) above.

If the proposed Development will be assisted with funding under the RD 538 Program, the Applicant must:

- (i) Include the funding amount at the USDA RD 538 Financing line item on the Development Cost Pro Forma (Construction/Rehab Analysis and/or Permanent Analysis); and
- (ii) Provide the letter sent to the Applicant by an RD 538 approved lender certifying that the lender is prepared to make a loan consistent with the program requirements through the

THIS ITEM IS NOT APPLICABLE,

## Attachment 19

### Non Corporation Funding Proposals

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In order for funding, other than deferred Developer fee, to be counted as a source on the Construction/Rehab and/or Permanent Analysis, the Applicant must provide documentation of all financing proposals from both the construction and the permanent lender(s), equity proposals from the syndicator, and other sources of funding. The financing proposals must state whether they are for construction financing, permanent financing, or both, and all attachments and/or exhibits referenced in the proposal must be included. Insert documentation for each source as **Attachment 20** to Exhibit A and continue with sequentially numbered attachments for each additional funding source. Evidence for each funding source must be behind its own sequentially numbered attachment.

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

#### (1) Financing Proposal

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

(a) Each financing proposal shall contain:

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

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



October 13, 2015

Brightview Senior Apartments Limited Partnership  
c/o Donald Paxton  
Beneficial Communities, LLC  
3350 S Tamiami Trail, Suite 301  
Sarasota FL 34231

**Re: Brightview Senior  
Holly Hill, Volusia County, Florida**

Dear Mr. Paxton:

Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential construction and permanent lender for the development of affordable rental housing Brightview Senior, Holly Hill, Volusia County, FL. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

**Borrower:** Brightview Senior Apartments Limited Partnership.  
**General Partner:** Brightview Senior Apartments GP LLC  
**Developer:** WOB Beneficial Development 16 LLC  
**Project:** Brightview Senior will consist of an 80-unit senior-oriented affordable housing property located in Holly Hill, Volusia County, FL.

**Construction Loan**

**Amount:** Approximately \$6,397,335; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.  
**Initial Term:** 24 months.  
**Interest Rate:** Libor + 275 bps (2.94% as of October 7, 2015).  
**Commitment Fee:** 1% of the loan amount.  
**Extension Option:** One, conditional, six-month maturity extension.  
**Extension Fee:** 0.25% of the remaining loan commitment amount.

**JPMorgan Chase Bank, N.A. • 450 South Orange Avenue, 10th Floor, Orlando, FL 32801**

Telephone: 407.236.7082 • Facsimile: 407.279.3401

[tammy.haylock-moore@chase.com](mailto:tammy.haylock-moore@chase.com)



Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity by guarantors/indemnitor(s) satisfactory to JPMorgan Chase.
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.
Tax Credit Equity:	Approximately \$14,143,335, of which at least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.
Repayment:	Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.
Loan to Value:	Up to 80% including the value of the real estate and tax credits.
Contract Bonding:	100% Payment and Performance Bonds from "A" rated surety.

#### **Permanent Loan**

Amount:	\$1,104,344 subject to final underwriting. Permanent Loan to be sold to Impact CIL, LLC ("Impact") in accordance with, and subject to satisfaction of, Impact's requirements.
Forward Commitment:	24 months plus one six-month option.
Fees:	Application Fee: \$5,000, payable at Construction Loan closing. Loan Fee: greater of \$15,000 or 1% of perm loan. Conversion Fee: \$10,000, payable at Permanent Loan closing.
Interest Rate:	The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. Current indicative rate is 5.75%. The underwriting rate equals the indicative rate plus 25 bps.  <b>Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.</b>
Rate Lock:	Forward rate lock must be secured by a second lien subordinate note. The subordinate note is equal to the greater of 1% of the Permanent Loan amount or Yield Maintenance Amount. At stabilization/conversion closing, the secured subordinate lien will be released. Security forfeited if loan does not convert.
Term:	18 years.
Amortization:	30 years.
Collateral:	First mortgage; other typical pledges and assignments.

Guarantee: After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.

Loan to Value: Up to 85% of the stabilized rent-restricted value.

Conversion Requirements:

- 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment. Commercial income will be excluded from DSCR analysis.
- 90% economic and physical occupancy for 90 days.

Prepayment Terms: Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.

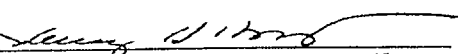
Escrows/Reserves: Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of \$250/unit/year or as required by Equity. Debt service reserve (if required) shall be funded with a minimum contribution of six months of debt service expense.

We appreciate the opportunity to discuss the possibility of providing construction and permanent financing for the proposed project with you. This letter of interest is for your, the local subsidy allocating agency and Florida Housing Finance Corporation's information and use only, and is not to be shown to or relied upon by other parties. Please note that JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires June 30, 2016 serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. Please note, JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.

By:   
Tammy Haylock-Moore, Authorized Officer

Agreed and Accepted By:

BORROWER  
  
Date: 10/13/15  
Brightview Senior Apartments Limited Partnership

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# Attachment 20

## Equity Proposals

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

- If the Eligible Housing Credit Request Amount is less than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will not be considered a source of financing. However, if the Eligible Housing Credit Request Amount is greater than the anticipated amount of credit allocation stated in the equity proposal, the equity proposal will be considered a source of financing.
- If syndicating/selling the Housing Credits:
  - A Housing Credit equity proposal must also meet the following criteria:
    - Be executed by all parties, including the Applicant;
    - Include specific reference to the Applicant as the beneficiary of the equity proceeds;
    - State the proposed amount of equity to be paid prior to construction completion;
    - State the anticipated Eligible Housing Credit Request Amount;
    - State the anticipated dollar amount of Housing Credit allocation to be purchased; and
    - State the anticipated total amount of equity to be provided.
  - If the limited partnership agreement or limited liability company operating agreement has closed, the closed agreement must be provided. To be counted as a source of financing, the partnership agreement or operating agreement must meet the requirements of (i) above or the Applicant must submit separate documentation, signed by the equity provider, expressly stating any required criteria not provided in the agreement.

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

If not syndicating/selling the Housing Credits, the owner's commitment to provide equity must be provided. The commitment must include the following:

- The proposed amount of equity to be paid prior to construction completion;
- The anticipated Eligible Housing Credit Request Amount;

- The anticipated dollar amount of Housing Credit allocation to be purchased; and
- The anticipated total amount of equity to be provided.
- Evidence of ability to fund must be provided as an Attachment to the application.



Tax Credit Equity Group  
One Piedmont Town Center, Suite 420  
4720 Piedmont Row Drive  
Charlotte, NC 28210

Syndicator Equity Letter

October 10, 2015

Mr. Don Paxton  
Brightview Senior Apartments Limited Partnership  
3550 S. Tamiami Trail, Suite 301  
Sarasota, Florida 34239

RE: Brightview Senior/80 units  
Holly Hill, Volusia County, Florida

Dear Mr. Paxton:

We are pleased to advise you that we have preliminarily approved an equity investment in Brightview Senior Apartments Limited Partnership, a Florida Limited Partnership, the applicant for purposes of RFA #2015-106 for Affordable Housing Developments Located in Small-Medium Counties issued by Florida Housing Finance Corporation and, for purposes of that application, the beneficiary of the equity proceeds described in this proposal ("Partnership"). The Partnership will own and operate an 80-unit senior affordable housing community to be known as Brightview Senior, located in Holly Hill, Volusia County, Florida. This preliminary commitment is made based upon the financial information provided to us in support of your request, and under the following terms and conditions:

Investment Equity: Brightview Senior Apartments Limited Partnership, a Florida Limited Partnership, with Brightview Senior Apartments GP LLC, as General Partner and RBC Tax Credit Equity, LLC ("RBC") as Investor Limited Partner with a 99.99% ownership interest in the Partnership.

Anticipated Eligible  
Housing Credit Request Amount: \$ 1,488,921\*

Anticipated Housing Credit  
Allocation to be Purchased: \$ 14,887,721 (\$14,889,210 \* 99.99%)\*

Syndication Rate: .95\*

Anticipated Total Equity  
To be provided: \$ 14,143,335 \*

Equity Proceeds Paid Prior to  
or simultaneous to closing  
the construction financing: \$ 2,262,933 \* (min. 15%)

Equity Proceeds to be Paid  
Prior to Construction  
Completion: \$ 5,657,332

Pay-In Schedule: Funds available for Capital Contributions #1:  
\$ 2,262,933 \* be paid prior to or simultaneously  
with the closing of the construction financing.

Funds available for Capital Contribution #2  
\$ 5,657,332 \* prior to construction completion.

Funds available for Capital Contribution #3  
\$ 4,950,166 \* concurrent with permanent loan closing.

\* All numbers are rounded to the nearest dollar.

Equity Proceeds Paid After  
Stabilization. \$ 1,272,904 \*

Obligations of the Manager  
and Guarantor(s):

Operating Deficit Guaranty: the General Partner agrees to provide operating deficit loans to the Partnership for the life of the Partnership.

Development Completion Guaranty: The General Partner will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by RBC, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; (ii) of all amounts necessary to achieve permanent loan closing; and (iii) to pay any operating deficits prior to the conclusion of Project construction.

Credit Adjusters: the Partnership will provide that, if in any year actual credits are less than projected credits, then the Investor Limited Partner shall be owed an amount necessary to preserve its anticipated return based on the projected credit.

The obligations of the General Partner shall be guaranteed By Brightview Senior Apartments Limited Partnership, Brightview Senior Apartments GP LLC, and any such other entity/individual deemed appropriate following (syndicator) due diligence review.

Incentive Mgmt. Fee:

90%

Cash Flow Split:

Cash Flow to the Company shall be distributed as follows:

- a. To RBC in payment of any amounts due as a result of any unpaid Credit Adjuster Amount.
- b. To RBC in payment of Asset Management Fees or any unpaid Asset Management Fee.
- c. To the Operating Reserve to maintain the agreed upon minimum balance.
- d. To the payment of any Deferred Developer Fee.
- e. To the General Partners to repay any Partnership loans.
- f. To the General Partners for Incentive Management Fees.
- g. The balance, .01% to the General Partners and 99.99% to RBC.

Residual Split:

Any gain upon sale or refinancing shall be distributed as follows:

- a. To RBC in payment of any amounts due because the Actual Credit is less than the Projected Credit, or there has been a recapture of Credit.
- b. To the payment of any unpaid Asset Management Fee.
- c. To the Investor Limited Partner in an amount equal to any excess or additional capital contributions
- d. The balance of available cash for distribution,

\* All numbers are rounded to the nearest dollar.

90% to the General Partners and 10% to the Investor Limited Partner.

Replacement Reserves: \$300/unit/year increasing 3% annually.

Asset Management Fee: \$7,500 per year increasing 3% annually.

- Other Terms and Conditions:
- 1) Successful award and allocation of Low Income Housing Tax Credits from the Florida Housing Finance Corporation.
  - 2) Prior to closing, the General Partner must have a firm Commitment for fixed-rate permanent first mortgage financing with terms, conditions, and Lender acceptable to the Investor Limited Partner.
  - 3) Prior to closing, the General Partner must have firm Commitments for all fixed-rate subordinate financing with terms, conditions and Lender acceptable to the Investor Limited Partner.
  - 4) Receipt, review and approval of appraisal with incorporated market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount.

This preliminary commitment will expire on February 1, 2016 if not extended by RBC.

RBC wishes to thank you for the opportunity to become investment partners.

Sincerely,

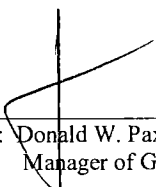


David J. Urban  
Director

Agreed and Accepted this Day:

By: Brightview Senior Apartments Limited Partnership

By: Brightview Senior Apartments GP LLC, as its General Partner

By:  \_\_\_\_\_  
Name: Donald W. Paxton  
Title: Manager of General Partner

Date: 10/10/2015