JACKSONVILLE HOUSING FINANCE AUTHORITY

Multifamily Mortgage Revenue Bond Program

Application

SUBMIT ORIGINA & 6 COPIES, A PDF OF THE COMPLETE APPLICATION & AN APPLICATION FEE 0.1% (10 BASIS POINTS) OF THE REQUESTED BOND AMOUNT, BUT IN NO CASE LESS THAN \$7,500 TO:

Laura Stagner
Director of Finance
Housing and Community Development
214 N. Hogan St., 7th Floor
Jacksonville, Florida 32202

SUBMIT ONE (1) COPY & \$3,000 REVIEW FEE TO:

THE HENDRICKSON COMPANY 1404 ALBAN AVENUE TALLAHASSEE, FLORIDA 32301 850.671.5601

GENERAL INFORMATION

Tax Exempt Bond Amount Requested:\$
Taxable Bond Amount Requested: \$
Total Bond Amount Requested: \$
Total Project Cost: \$
Development Name: Note: After Final Board Approval, Development name MAY NOT BE CHANGED OR ALTERED WITHOUT CONSENT OF THE AUTHORITY. If available, provide the actual trade, "marketing" or d/b/a name.
Development Street Address/Zip Code (if new construction, give closest street names, city and zip code):
Legal description is attached behind tab labeled "Exhibit 1." The Project must be located in Duval County. (THRESHOLD)

SUMMARY OF PROPOSED DEVELOPMENT

	NAME OF PROJECT
Developer and	
Address (City and	
State)	
Contact Person	
(phone and email)	
Development	
Location	
Trmo	
Type NC/Rehab	
Type:	
Concrete or Wood	
Number of	
Buildings	
Number of stories	
Elevator?	
Bedrooms per unit	
size	efficiencybedroom 2 bedrooms3 bedrooms
Total Square Feet	
_	
Bonds Requested	
Total and per unit	
Total Cost	
Cost per unit	
Land Cost	
Acquisition of	
Building Cost if	
applicable	
Hard Rehab Cost or	
Construction Cost	
General Contractor	
Credit Enhancement	
if utilizing Bonds	
Set Aside Period	
Set Aside Levels	
Development Design	highrise garden quadraplex
Туре	mid-rise townhouses
	other explain)

DEVELOPMENT SUMMARY AND TIMELINE

Α.	and scope of work to be performed. MAJOR Development AMENITIES WILL BE INCLUDED IN THE LAND USE RESTRICTION AGREEMENT AND/OR THE LOW INCOME HOUSING AGREEMENT, IF APPLICABLE. Also attach as Exhibit 2 a timeline for the completion of the development which includes all key dates, including anticipated timing of permits and credit underwriting, bond closing date, completion of construction, rent up, and
	stabilization.

- B. **TO BE CONSIDERED COMPLETE**, the Application must include a map showing the Development's location, and the location, age, number of units and current occupancy of competing bond and HC developments within a five mile radius (info on age, number of units and occupancy can be shown on chart attached to the map). The map should also include any bond or HC developments within the same radius that are under construction or in credit underwriting either at the Jacksonville Housing Finance Authority and FHFC. Additionally, the map should show the Development's proximity to community services, medical facilities, schools, shopping, major business and employment centers, and availability of public transportation. This may be found directly behind tab labeled "Exhibit 3.
- C. Applicant must provide a proposed plan for utilizing local, small, and emerging business in the City/County as approved by the City Council for the City of Jacksonville in Chapter 126, Ordinance Code. This may be found directly behind tab labeled "Exhibit 4.

I. APPLICANT INFORMATION

A.	Applicant Name:						
	Must be a legally formed entity (i.e., limited partnership, corporation, etc.) qualified to do business in the State of Florida at the time of submission of Application. Include a copy of the certificate of good standing from the Florida Secretary of State. If the Applicant is a general partnership or joint venture, provide a copy of the partnership/joint venture agreement. Documentation can be found behind tab labeled "Exhibit 5".						
	syndicated, the Applicant entity must time of application for the tax credits.	Note: If four percent tax credits will be sought and it is contemplated that the tax credits will be syndicated, the Applicant entity must be a limited partnership or a limited liability company at the time of application for the tax credits. The Applicant entity will be the recipient of the tax credits and CANNOT BE CHANGED until after a Final Allocation of tax credits has been issued.					
	Address:						
	Telephone:Email:						
В.	Applicant's Federal Taxpayer Identifi	cation Number:					
C.	If partnership, name of general partne	If partnership, name of general partner(s):					
	If corporation, name and title of executive officer:						
	Address:						
	Telephone:	Facsimile:					
D.	Designated Contact Person: Person with decision making authority with whom the Authority will correspond concerning the Application and Development for Applicant/Borrowing Entity (not a consultant). Who is the Designated Contact Person for this Development?						
	Relationship to Applicant:						
	Address:						
	Telephone:	Facsimile:					

	E.	No	onpro	ofit Status						
		1.	Is tl	ne Applicant a 5	601(c)(3) n	on-profit org	ganization pursi	uant to	the Internal Revenue Code?	
				No	Yes	_ If "y	ves" provide the	e follov	wing items:	
				b. Attach atto	rney's opindence that	nions as requ		de behi	"Exhibit 6." nd tab labeled "Exhibit 7; an its allocation cap behind ta	
II.	DI	EVI	ELO	PMENT INFO	ORMATI	ON				
	A.	De	evelo	pment Location	n:					
		1.	Ado	dress:					_	
				(if new const	ruction, g	ive closest	street names,	city an	d zip code):	
		2.		ne development est Yes			gnated DDA Z	CTA a	nd eligible for the Small Area	ì
			http maj proj DD	oping software i posed Developn	er.gov/ports available nent is loca vill only ap	tal/Datasets/e at https://wated in a met	qct/DDA2016N ww.huduser.go ropolitan area a	A.PDF v/porta and cor	able at and the applicable HUD al/sadda/sadda_qct.html. If the asists of Scattered Sites, the located within a HUD-	2
		3.	Dis	y Council Meml trict ncil Member					r this Development's location	ı :
	В.	De	evelo	pment Catego	ry and Po	pulation:				
		1.	a.	Choose all tha	t apply:					
				New Construc	tion	☐ Acquisit	ion*		Remarketing	
				Rehabilitation		Refundi	ng		Acquisition/Rehab	
			b.	If acquisition occupied?	, rehabilit	ation, or ac	quisition/rehab	was	selected, is the developmen	ıt
					acquired es at the	time of th	e Bond Closi		nust be in compliance wit Contact the Authority sta	

	c.		tation, or acquisition/rehab was selected, does the project have tal assistance contracts or expiring affordable housing land use
		No Note: If yes, evidence credit underwriting	Yes from the appropriate financing entity will be required during
	2. Cho	oose the category that de	scribes the population to be served:
		Family Elderly	Other:
C.	Has co	nstruction begun? No	Yes Date permits issued:
	Is the de	evelopment complete?	No YesDate CO issued:
			ancy were issued on more than one date, attach a listing of all directly behind tab labeled "Exhibit 9."
	If not, v	what is the anticipated pla	aced-in-service date?
D.	Numbe	er of Units:	
	Total N	umber of Units	(Market rate, Set-aside, and manager units)
	Number	of Residential Units	(Market rate units plus Set-Aside units)
	Number	of Set-Aside Units:	
	Percent	of Set-Aside Units:	(# Set-Aside Units/#Residential Units)
E.	Manage	er/Employee Units: Are	there one or more manager or employee units in the Development?
	No	Yes	If yes, how many?Unit type(s)
	number of units	of units set aside? If in, e.g. in rent charts, pro farestrictions, the unit ren	ed by an income-eligible manager/employee and included in the cluded in set-aside, it must be used in all calculations for number formas, etc. NOTE: If manager//employee unit(s) is exempt from it should be calculated as if it were a market rate unit.

F. Breakdown of units by square footage and monthly rent charged. All units in the development must be listed INCLUDING all manager/employee units. Indicate manager/employee units with an asterisk.

# of	# of	Square	# of	% of	Monthly	Less	Net Rent	Monthly
Bedrms/	Baths	Feet Per	Units	Area	Gross	Utility	for Set-	Market
Unit	Per Unit	Unit	Per	Median	Rent for	Allowance	Aside	Rent+
			Bedrm	Income	Set-	(for HC	Units	
			type		Aside	Developmen		
					Units*	ts)		
	l	_ 3				11.		

^{*} NOTE: For any Development anticipating the use of tax credits, gross rents include the rent plus the allowance for resident-paid utilities for set-aside units. These rents may not exceed the allowable rents for the chosen set-aside as shown on the applicable rent charts included in the Tax Credit Application Package. Rents will be capped based on set-aside chosen.

Minimum Set-aside required for Tax Exempt Bond Financing. CHOOSE ONLY ONE:
20% of units at 50% of area median income 40% of units at 60% of area median income
Development Design. Check the one design that best describes this Development:
☐ Garden Apartments ☐ High Rise ☐ Mid-Rise with elevator
☐ Townhouses ☐ Quadraplexes ☐ Other:
Development Size. Identify acreage or lot size of entire Development:

⁺ NOTE: Answer for market rate units only.

III. PROPOSED DEVELOPMENT FINANCING AND STRUCTURE

A. Proposed Finance Summary (The applicant is required to complete the pro forma found in Attachment 9)

	Check, if		% of Development	
	Applicable	Amount	Cost	\$ Per Unit
	Applicable	\$	्	\$
Tax-exempt Bonds*		\$	96	\$
Tax-exempt Bonds**		\$	ે	\$
Taxable Bonds		\$	%	\$
Conventional		\$	90	\$
SAIL (Previous Cycle)		\$	%	\$
SAIL (Anticipated Funds)		\$	90	\$
SAIL ELI (Anticipate Funds)		\$	용	\$
HOME (State Funds) ***		\$	90	\$
HOME (Local Funds) ***		\$	90	\$
CDBG***		\$	િ	\$
SHIP***		\$	90	\$
HC Equity (4% credits)		\$	90	\$
Other (Explain below:		\$	િ	\$
Total		\$	용	\$

Other:
* Subject to state bond cap pursuant to Section 42(h)(4)(B). IRS, as amended.
** Not subject to the state bond cap pursuant to Section 42(h)(4)(B), IRC, as amended.
*** Explain below whether the funds have been committed, or are being sought in a future funding cycle.
Explanation of SAIL, HOME, CDBG and/or SHIP funding:

If SAIL, HOME, CDBG and/or SHIP funding is shown as already committed, attach a letter from the appropriate governmental entity detailing the commitment, including the dollar amount, source of funding, conditions of funding (including income and/or rent restrictions), whether the funding is a loan or a grant, and if a loan, the interest rate, loan term, amortization, and payback schedule. Attach the letter(s) as "Exhibit 10."

B. If SAIL, HOME, CDBG and/or SHIP funding is shown and is not firmly committed, attach an explanation of how the development will be completed without those funds. Attach the explanation as "Exhibit 11".

suc	h fu	SAIL or HOME funding from Florida Housing is not shown, does the Applicant intend to apply for nding? If so, how much: \$ What will be the anticipated use of the SAIL or HOME funds if d?
	_	
	– Tar	x Credits. If the Development receives Bond financing, will HC be used? No Yes
υ.		
	1.	If yes, HC Requested Amount \$
	2.	If yes, name of Syndicator:
		A copy of the Commiment or Letter of Interest for the syndicator including a contact person's name, address and telephone number; credit underwriting standards; and an outline of proposed rate and terms, must be attached as "Exhibit 12".
		A preliminary commitment letter is included as "Exhibit 13". The letter must include a description of how the syndication funding will be paid out during construction and following completion. At least 50% of the amount needed to complete construction must be paid at bond closing. A firm commitment letter must be provided during the Credit Underwriting.
E.	Re	ntal Assistance. Is development-based rental assistance anticipated for this Development?
		No Yes If yes, check all that apply: Moderate Rehab
	Nu	mber of units receiving assistance:
	Nu	mber of years remaining on rental assistance contract:
F.	Cre	edit Enhancement
		A copy of the Commitment or Letter of Interest for the credit enhancer(s) and/or placement agent, including a contact person's name, address and telephone number; credit underwriting standards; and an outline of proposed rate and terms, must be attached as "Exhibit 14".
		2. 50% Bond Test: For purposes of meeting the 50% bond test to receive automatic HC, tax-exempt bonds represent%. Attach a detailed 50% test calculation as "Exhibit 15".
	G.	Proposed Structure. The outline of the proposed structure must include, at a minimum, the following: whether a combination of tax-exempt and taxable bond financing expected, whether a fixed or floating interest rate is expected, mortgage term, amortization schedule, interest terms, description of the credit enhancement or placement structure, and additional financing or equity sources. Material changes in the proposed structure after submittal of the application may

result in delay of consideration by the Authority or loss of priority. A description of the proposed financing structure is attached as "Exhibit 16."

- H. Economic Feasibility of the Development. A description of the Development feasibility structure must be attached as "Exhibit 17" and include, at a minimum, the following:
 - a. 15-year Pro forma cash flow
 - b. Maximum interest rate at which the Development will work
 - c. Detailed sources and uses, including a breakout for each line item on a per unit cost basis.

IV.

P	JBLIC POLICY ISSUES		
1.	The Applicant agrees to abide by the set-asides described in this application for year with a minimum of 50 years.		
2.	Applicant must agree to participate in the Crime Free Multi-Housing Program sponsored by the Jacksonville Sheriff's Office. Terms of this program are included as Attachment 2. Proof participation must be provided to the Authority semi-annually.		
3. Describe in detail all resident programs and activities that will be provided by the Appl Each program mandated by the Authority or selected by the Applicant will be made a p the Land Use Restriction Agreement, and must be described behind tab labeled "Exhibit Developments that include a mix of elderly and non-elderly units must provide all resprograms mandated for both elderly and non-elderly developments. The resident prograbe provided are:			
	a. Resident programs for All Applicants:		
	Health Care – Mandatory - Regularly scheduled visits by health care professional such as nurses, doctors, or other licensed care providers. At a minimum, the following services must be provided at no cost to the resident: health screening, flu shots, visits and hearing tests. Regularly scheduled is defined as not less often than once each quarter On-site space must be provided.		
	Resident Activities – Mandatory - Regularly scheduled, specified activities, planned arranged, managed, and paid for by the Applicant or its management agent as an integra part of the management plan. The Applicant must develop and execute a comprehensive plan of varied activities such as holiday or special occasion parties, community picnic or cookouts, newsletters, children's special functions, etc., to bring the resident together foster a sense of community, and encourage community pride.		
	On Site Voter Registration – Mandatory – The Applicant or its Management Ager shall work with the County Supervisor of Elections to arrange on-site voter registration. The registration shall be at least quarterly, and shall be during weekend and other traditionally non-work times.		

Swimming Lessons – Optional – The Applicant or its Management Agent shall provide on-site swimming lessons for children or adults, at no cost to the resident, at least three

	times each year.					
	Life Safety Training – Optional – The Applicant or its Management Agent shall provide on-site courses such as fire safety, first aid (including CPR), etc. at least twice each year, at no cost to the resident.					
	Health and Nutrition Classes – Optional – The Applicant or its Management Agent shall provide on-site classes, at no cost to the resident, at least 8 hours per year.					
	Day Care – Optional – either:					
	Day care facility for children or adults on-site, or					
	A discount of at least 20% at a day care facility for children or adults within 3 miles of the development.					
	Case Management/Residential Stabilization/Services – Optional – This service must be provided by a qualified social worker at no cost to the resident. This program requires that the following services be made available on-site no less often than once a week: crisis intervention, individual and family needs assessment, problem solving and planning, appropriate information and referral to community resources and services based on need, monitoring of ongoing ability to retain self-sufficiency, and advocacy to assist clients in securing needed resources.					
b. F	Residential Programs for Elderly Developments:					
	Resident Assurance Check-In Program – Mandatory – Applicant must provide and use an established system for checking in with each resident on a predetermined basis not less than once per day. Residents may opt out of this program with a written certification that they chose not to participate.					
	Daily Activities – Mandatory – Applicant or its Management Agent must provide supervised, structured activities at least five days per week. Activities must be on-site and at no charge to the residents.					
	Meals – Optional – Applicant must pay for daily, at least one meal per day, delivery and cost of meals to the residents or provide for the daily preparation and serving of meals is a designated common on-site facility. Programs such as "Meals on Wheels" will not qualify for points because Applicant is not providing the service.					
	Applicant will provide for delivery and cost of daily meals (at least one meal per day) to be served in a designated common facility located on-site; or					
	Applicant will arrange for daily meals, at least one meal per day, to be delivered to the residents at no cost to the residents.					
	Private Transportation for the Development – Optional – The Applicant or its Management Agent, at no cost to the resident, must provide a qualified driver and have a safe and serviceable vehicle that can transport residents to off-site locations for such things as medical appointments, public service facilities, and/or educational or social activities. A nearby bus stop or access to programs such as "Dial a Ride" will not be					

	acceptable for purposes of this commitment.
	Assistance with Light Housekeeping, Shopping and/or Laundry – Optional – Applicant must provide weekly assistance with at least two of the following: (1) light housekeeping, and/or (2) grocery shopping, and/or (3) laundry, at a rate which is at least 25% lower than market.
	Manager On-Call 24 Hours Per Day – Optional – Applicant must provide a manager and/or security guard on the Development's premise at all times who is available and accessible to the residents 24 hours per day, seven days per week.
c. R	esident Programs for Non-Elderly Developments:
	Homeownership Opportunity Program – Mandatory – Applicant must provide a homeownership opportunity program available to all residents in compliance with their current lease. The program must set aside 5% of the resident's gross rent toward a downpayment for that resident when the resident moves from the development into homeownership. The resident may be suspended from the program during the period of a lease if the resident violates any provision of the lease. Upon renewal of the lease, the resident must be reinstated into the program for the period of that renewal, with suspension permitted under the same terms as discussed above. The homeownership opportunity program must also include financial counseling for all residents, with emphasis on credit counseling and other items necessary for successful purchase of, and maintenance of a home.
	First Time Homebuyer Seminars – Mandatory – Applicant must arrange for and provide at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners.
	After School Program for Children – Optional – Applicant or its Management Agent must provide daily, supervised, structured, age-appropriate activities for children during the after-school hours. Activities must be on-site and at no charge to the residents.
	Literacy Training – Optional – Applicant must make available, at no cost to the resident, a literacy tutor(s) to provide weekly literacy lessons to residents in private space on-site and must include English as a Second Language lessons to residents in private space on-site
	Job Training – Optional – Applicant must provide, at no cost to the resident, regularly scheduled classes in typing, computer literacy, secretarial skills or other useful job skills. Regularly scheduled means not less often than once each quarter.
e in d	etail all design and other physical amenities that provide enhanced quality of life, energy

- 4. Describe in detail all design and other physical amenities that provide enhanced quality of life, energy efficiency, increased security, handicapped accessibility, or other features. Each feature mandated by the Authority or selected by the Applicant will be made a part of the Land Use Restriction Agreement, Developments that include a mix of elderly and non-elderly units must provide design features for both elderly and non-elderly units must provide design features for both elderly and non-elderly developments. The design and amenity features to be provided are:
 - a. In addition to meeting all building code, Fair Housing Act, and Americans with Disabilities Act Requirements, the following items are required:

- **Air conditioning** (window units are not allowed), in all units
- **Dishwasher**, in all new construction units
- Garbage Disposal, in all new construction units
- Cable TV Hook-Up, in all units
- At least two full bathrooms in all 3 bedroom or larger new construction units
- At least 1 and ½ bathrooms (one full bath and one with at least a toilet and sink) in all new construction 2 bedroom units
- **Minimum square footage requirements** for all new construction units of 600 square feet (one bedroom), 850 square feet (two bedroom), 1050 square feet (three bedroom), and 1200 square feet (four bedroom or greater)
- Full sized appliances in all units
- Bathtub in at least one bathroom in new construction non-elderly units
- Exterior Lighting for all buildings and parking areas
- Window Treatments (mini-blinds, curtains, vertical blinds) inside each unit-identify treatment

	u	eatment
b. For New Construction Units, the applicant may select items from the f The selected items must total 25 points:		New Construction Units, the applicant may select items from the following list. elected items must total 25 points:
		30 Year Expected Life Roofing on all Buildings (5 points)
		Gated community with "carded" entry or security guard, of if mid-or-high-rise, "carded" secure entry to building (4 points)
		Ceramic tile Bathroom Floors (2 points)
		Microwave Oven (3 points)
		Marble Window Sills (3 points)
		Fire Sprinklers in All Units (5 points)
		Steel entry door frames (4 points)
		Termite prevention/detection system (2 points)
		Built-in computer desks (2 points)
		Exterior lighting (3 points)
		Double compartment kitchen sink (1 point)
		Laundry Hook-ups and space for washer/dryer inside each unit (3 points)
c.		Rehabilitation of Existing Development , the applicant may select items from the wing list. The selected items must total 25 points:
		Laundry Hook-ups and space for washer/dryer inside each unit (3 Points)
		30-Year Expected Life Roofing on all Buildings (4 points)

		Gated community with "carded" entry or security guard, or if mid-or-high rise, "carded" secure entry to building (3 points)
		Ceramic Tile Bathroom Floors (2 points)
		Microwave Oven (3 points)
		Fire Sprinklers in All Units (4 points)
		Dishwasher inside each unit (3 points)
		Garbage disposals inside each unit (3 points)
		Steel entry door frames (3 points)
		Termite prevention/detection system (2 points)
		Double compartment kitchen sink (1 point)
d.		Iderly Developments or developments with elderly units, the applicant may select he following list. The selected items must be on-site and total 16 points (2 points
		Emergency call service in all elderly units Hairdresser Shop or Barber Shop on site Laundry facilities available on every floor All bathrooms in elderly units handicapped accessible with grab-bars per ANSI requirements Public transportation within 150 feet of property (or elderly building if mixed family-elderly) Exercise room with appropriate equipment Community center or clubhouse Swimming pool Covered picnic area with at least three permanent picnic tables and a permanent
		outdoor grill Outside recreation facility (such as shuffleboard court, putting green, tennis court). Identify facility: Library consisting of a minimum of 100 books and 5 magazine subscriptions. The Library must include a computer lab. Garden Area (must be sized in proportion to development's size and expected
e.	may s	on-Elderly Developments, or developments with non-elderly units, the applicant elect from the following list. The selected items must be on-site and total 16 points nts each):
		Exercise room with appropriate equipment Community center or clubhouse Swimming pool Playground/tot lot (must be sized in proportion to development's size and

expected resident population with age-appropriate equipment
Car care area (for car cleaning/washing)
Childcare facility located within three miles of the property
Public transportation located within one-half mile of the property
Library/study room consisting of a minimum of 100 books and 5 magazine
subscriptions. The Library must include a computer lab.
Two or more parking spaces per unit
Outside recreation area for older children (such as basketball court, tennis court,
volleyball court, etc.). Identify facility:

f. **Energy Conservation Feature** – For all developments, the applicant may select from the following list.

Mandatory Features:

- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher;
- Energy Star qualified washing machine, if provided by applicant;
- Minimum SEER of 15 for unit air conditioners (excluding buildings with a central chiller system);
- Caulk, weather strips, seal holes, cracks, etc. (Rehab developments)
- Sealed and insulated heating and cooling system ducts (Rehab developments)
- Low-VOC paint for all interior walls (50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms--WaterSense labeled products or the following specifications:

o Toilets: 1.6 gallons/flush or less

o Faucets: 1.5 gallons/minute or less

o Showerheads: 2.2 gallons/minute or less.

Programmable thermostat in each unit

Optional Green Building Features:

Applicant must choose at least five (5) items from the following list:

- Energy Star ceiling fans in all bedrooms and living areas
- Energy Star qualified roofing material or coating
- Energy Star exhaust fans in bathrooms
- Energy Star rating for all windows
- Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings
- FL Yards and Neighborhoods certification on all landscaping
- Eco-friendly flooring -- Carpet and Rug Institute Green Label certified carpet and pad, bamboo, cork, recycled content tile, and/or natural linoleum
- Eco-friendly cabinets formaldehyde free, material certified by the Forest Stewardship Council

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v. ABILITY TO PROCEED

Each Application shall be reviewed for feasibility and ability of the Applicant to proceed with construction of the Development.

A. Site Control

Site Control must be demonstrated by the APPLICANT. At a minimum, a Contract for Purchase and Sale must be held by the Applicant for the proposed site. The contract may not expire before 7 months from date the Bond Application was submitted to JHFA and the remedy for default on the part of the seller must include or be specific performance, and the buyer **MUST** be the Applicant. Site is controlled by:

by:	7 1110	ast metade of the specific performance, and the buyer 142052 be the 14ppincant. Due is controlled
	(Contract for Purchase & Sale,
	1	Recorded Deed,
		Long-Term Lease: If site control is demonstrated by long-term lease, a copy of the executed lease must be provided. The lease may be contingent only upon the receipt of Bond Financing
puro to tra is ev that	chas ansfe vider evid	TANT: If site control is not held by the Applicant, a fully executed, enforceable contract for e and sale or assignment of contract must be provided which obligates the seller or assignor er the site to the Applicant contingent ONLY upon the award of Bond Financing. If site control need by contract for purchase and sale, the Authority may give preference to those contracts ence ability to extend through December 31, (after the initial 7 month site control requirement). The of Site Control can be found directly behind tab labeled "Exhibit 19."
Zon	ing	and Land Development Regulations
1.	a.	Is the site appropriately zoned for the proposed Development: No Yes
	b.	Indicate zoning designation (s)
	c.	Current zoning permitsunits per acre, or for the site (PUD).
	d.	Total Number of Units in Development:

Note: at a minimum, the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions must permit the proposed Development.

- 2. New Construction Zoning and Land Development Regulation Development Requirements:
- a. Applicant must provide a letter from the appropriate local government official that the Development is consistent with zoning and land development regulations, which verify that the site is appropriately zoned and consistent with local land use regulations regarding density and intended use. To meet minimum requirements, attach a letter from the appropriate local government official verifying that the current, applicable Future

B.

Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions permit the proposed Development. The local government verification letter can be found directly behind tab labeled "Exhibit 20"

3. Rehabilitation Zoning and Land Development Regulation Development Requirements:

Applicant must provide a letter from the appropriate local government official that the Development is consistent with zoning and land development regulations, which verifies that the site is appropriately zoned and consistent with local land use regulations regarding density and intended use. To meet minimum requirements, attach a letter from the appropriate local government official verifying that the current, applicable Future Land Use Map Designation and associated Local Government Comprehensive Plan Future Land Use Element provisions permit the proposed Development. The local government verification letter can be found directly behind tab labeled "Exhibit 21.";

4. Site Plan

- 1. New Construction: Evidence must be provided on the status of Site Plan approval. To meet minimum requirements, attach a letter from the appropriate local government official verifying the status of Site Plan approval. The letter must be development specific and must state if Site Plan has been approved or if the plan has been through a conceptual or preliminary review. Evidence is attached as "Exhibit 22."
- 2. Rehabilitation: Was site plan approval required by local governmental authorities at the time this Development was originally placed in service?

Yes	No
1 62	110

A COPY OF THE SITE PLAN OR "AS BUILT" SURVEY WILL BE REQUIRED PRIOR TO BEING INVITED INTO CREDIT UNDERWRITING

D. Environmental Safety:

A COPY OF A PHASE I ENVIRONMENTAL REPORT AND IF REQUIRED A PHASE II AND REMEDIAL ACTION REPORT WILL BE REQUIRED DURING CREDIT UNDERWRITING

E. Concurrency. Attach a letter or letters from the local government or provider verifying availability of infrastructure and capacity for the proposed Development. Letters must be Development-specific and dated within 3 months of the date of the Application.

Electricity Exhibit 23
Water Exhibit 24
Sewer capacity, Package Treatment, or Septic Tank Exhibit 25
Roads Exhibit 26

F. Experience of the Development Team-

The past performance record of the development team (which consists of Developer, Management Agent, General Contractor, Architect/Engineer, Attorney, and Accountant) will be carefully reviewed. IF THERE ARE ANY MEMBERS OF THE TEAM THAT WERE A PART OF THE TEAM ON A JHFA BOND TRANSACTION THAT CLOSED IN THE LAST TWO YEARS, YOU ONLY NEED TO COMPLETE THE INFORMATION ASKED BELOW FOR EACH MEMBER THAT MEETS THIS REQUIREMENT AND AN EXPERIENCE CHART DOES NOT NEED TO BE PROVIDED.

	perience of Developer: Name:
Prii	ncipal(s):
a.	Provide the Experience Chart as Exhibit 27".
b.	Has the Developer, or any of the principals of the Developer been associated with any development that has gone into default or given "troubled development" status? Yes No If "Yes", attach a detailed explanation of the situation(s) and resolution as "Exhibit 28."
	c. Has the Developer or any principal of the Developer been associated with any development that has been found in non-compliance with program requirements; i.e. an incurred 8823? Yes No If "Yes", attach a detailed explanation of the situation(s) and resolution as "Exhibit 29."
	perience of General Partner. Name:
i	a. Fill out the attached chart. Provide the Experience Chart as Exhibit 30.
1	b. Has the General Partner, or any of the principals of the General Partner been associated with any development that has gone into default or given "troubled development" status?
	Yes No If "Yes", attach a detailed explanation of the situation(s) and resolution as "Exhibit 31."
(c. Has the General Partner or any principal of the General Partner been associated with any development that has been found in non-compliance with program requirements?

	perience of Management Agent. Name:ncipal(s):
	ncipal(s)
a.	Fill out the attached chart and provide as "Exhibit 33"
b.	Has the Management Agent, or any of the principals of the Management Agent bee associated with any development that has gone into default or given "trouble development" status? Yes No
	If "Yes", attach a detailed explanation of the situation(s) and resolution as "Exhibit 34"
	c. Has the Management Agent or any principal of the Management Agent been associated with any development that has been found in non-compliance with program requirements; ? Yes No If "Yes", attach a detailed explanation of the situation(s) and resolution as "Exhibit 35."
Ex	perience of General Contractor. Name:
a.	Fill out the attached chart and provide as "Exhibit 36"
Ex	perience of Architect. Name:
	a. Fill out the appropriate attached chart and provide as "Exhibit 37"
Ex	perience of Engineer. Firm Name:
	a. Fill out the appropriate attached chart and provide as "Exhibit 38"
Ex	perience of Attorney. Name:
	a. Fill out the attached chart and provide as "Exhibit 39"
Ex	perience of Accountant. Name:
	a. Fill out the attached chart and provide as "Exhibit 40"

EXPERIENCE OF DEVELOPER

Name:						
Address:						
Phone Number:				Conta	nct	
Email:					· · ·	
Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/ SHIP/Conventional, etc.	
The Applicant must provide, as Exhibit 27, a prior experience chart for each Principal intending to meet the Developer Experience reflecting the required information listed in chart above. EXPERIENCE OF GENERAL PARTNER						
Name:						
Address:						
Phone Number:				Conta	nct	
Email:						
Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/ SHIP/Conventional, etc.	

The Applicant must provide, as Exhibit 30, a prior experience chart for each Principal intending to meet the General Partner Experience reflecting the required information listed in chart above.

EXPERIENCE OF MANAGEMENT AGENT

Name: Address: Phone Number: Contact Email:							
Development Name	Location (City, State)	# of Units	Management Status (current or former)	# of Years Managed	Sources of Financing/Gov't. Programs (Bonds/9% HC/SAIL/HOME/ SHIP/Conventional, etc.		
The Applicant must prinformation listed in c	hart above.				reflecting the required		
Company Name: Address License Number:Expiration Date: Contact Name:Phone Number: Email:							
Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Year Completed		

The Applicant must provide, as Exhibit 36, a prior experience chart for the General Contractor the reflecting required information listed in chart above.

EXPERIENCE OF ARCHITECT

Company Name: Address License Number:								
Contact Name:				Phor	ne Number:			
Email:								
Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Year Completed			
The Applicant must provide, as Exhibit 37, a prior experience chart for the Architect reflecting the required information listed in chart above.								
	EXPERIENCE OF GENERAL ENGINEER							
AddressLicense Number:	Company Name: Address License Number:Expiration Date:							
	Contact Name: Phone Number: Email:							
Development Name	Location (City, State)	# of Units	New Construc. Or Rehab	Design Type	Year Completed			

The Applicant must provide, as Exhibit 38, a prior experience chart for the General Engineer reflecting the required information listed in chart above.

EXPERIENCE OF ATTORNEY

Name of Firm:		Er	nail:		
Development Name	Location (City, State)	Role (Bond, Real Estate, Other)	Sources of Financin Programs (Bond HC/SAIL/HON SHIP/Convention	ls/9% ME/	If Bonds, Name of Issuer
The Applicant must provide, as Exhibit 39, a prior experience chart for the Attorney reflecting the required information listed in chart above. EXPERIENCE OF ACCOUNTANT					
Firm Name:Address:Contact Name:Email:				Phone N	Number:
Development Name	Location (City, State) Prog HC	s of Financing/Gov't. grams (Bonds/9% C/SAIL/HOME/ /Conventional, etc.	If Bonds	s, Name of Issuer

The Applicant must provide, as Exhibit 40, a prior experience chart for the Accountant reflecting the required information listed in chart above.

VI. FORM OF EXPENSE AND INDEMNITY AGREEMENT

Attach as Exhibit 41 the "Form of Expense and Indemnity agreement found as Attachment 3 of the Application Exhibit B within the "Application Procedures and Program Guidelines" handbook. An ORIGINAL SIGNATURE must be included on the form contained within the original application. Photocopies of the executed form may be utilized within the 11 copies of the application.

VII. REHABILITATION APPLICANTS ONLY SECTION

Attach as Exhibit 42, a detailed description of the rehabilitation activities and the status and plans for existing residents. At a minimum, the attachment should describe (i) a detail of all rehabilitation, including the rehabilitation cost per unit and the cost for each item, (ii) the current rents at the development compared to the proposed rents, (iii) the plans for the existing residents, both during and after rehabilitation, (iv) the income levels of the current residents, and whether the current residents will qualify as residents after rehabilitation, (v) a copy of any third party physical needs assessment, or explanation for why the document is not available.

VIII. CERTIFICATION (Original Signatures Required)

The undersigned Applicant certifies that the information in this Application is true, correct and authentic.

THE APPLICANT FURTHER ACKNOWLEDGES HAVING REAL ALL APPLICABLE AUTHROITY RULES GOVERNING THE PROGRAM AND ACKNOWLEDGE HAVING READ THE INSTRUCTIONS FOR COMPLETING THIS APPLICATION.

THE APPLICANT ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THE JACKSONVILLE HOUSING FINANCE AUTHORITY 2016 MULTIFAMILY BOND ALLOCATION POLICIES AND PROCEDURES AND PROGRAM GUIDELINES HANDBOOK.

THE APPLICANT UNDERSTANDS AND AGREES TO ABIDE BY THE PROVISIONS OF THE APPLICABLE FLORIDA STATUTES AND AUTHORITY PROGRAM POLICIES, RULES AND GUIDELINES.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE. THE PERSON EXECUTING THIS DOCUMENT REPRESNTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE APPLICANT AND ALL INDIVIDUALS AND ENTITIES NAMED HEREIN TO THIS WARRANTY OF TRUTHFULNESS AND COMPLETENESS OF THE APPLICATION.

THE APPLICANT ACKNOWLEDGES THAT THE AUTHORITY'S INVITATION TO SUBMIT AN APPLICATION DOES NOT CONSTITUTE A COMMITMENT TO FINANCE THE PROPOSED DEVELOPMENT. BEFORE THE AUTHORITY CAN APPROVE THE PROPOSED DEVELOPMENT FOR FINANCING, IT MUST RECEIVE STATE BOND ALLOCATION AND APPLICANTS MUST SUCCESSFULLY COMPLETE CREDIT UNDERWRITING AND OBTAIN ALL NECESSARY APROVALS FROM THE BOARD OF DIRECTORS, AUTHORITY COUNSEL, BOND COUNSEL, THE CREDIT UNDERWRITER AND COUNY COMMISSION AND STAFF.

Applicant Signature of Witness	Date		
Name and Title ((typed or printed)		Name (typed or printed)	

NOTE: ORIGINAL APPLICATION MUST CONTAIN AN <u>ORIGINAL</u> SIGNATURE PENNED IN <u>BLUE INK</u>, OR THE APPLICATION WILL BE <u>REJECTED AUTOMATICALLY</u>

ATTACHEMENT 1

FINANCING AND PROPOSED STRUCTURE

PERMANENT ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
A. Total Development Cost:	\$	
B. Sources:		
1. SAIL Loan Requested:	\$	
2. MMRB Requested:	\$	
3. HOME Loan Requested:		
HC Syndication/HC Equity Proceeds	\$	Exhibit
5. Supplemental Loan Amount	\$	
6. First Mortgage Financing	\$	Exhibit
7. Second Mortgage Financing	\$	Exhibit
8. Third Mortgage Financing	\$	Exhibit
9. Deferred Developer Fee	\$	Exhibit
10. Grants	\$	Exhibit
11. Equity - Partner's Contribution	\$	Exhibit
12. Other:	\$	Exhibit
13. Other:	\$	Exhibit
14. Total Sources	\$	
C. Financing Shortfall	•	

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

DEVELOPMENT COST PRO FORMA

NOTES:	(1)	Developer fee may not exceed the limits established in Rule Chapters 67-21 and 67-48, F.A.C. Any portion
		of the fee that has been deferred must be included in Total Development Cost.

- (2) If Housing Credit equity is being used as a source of financing, complete Columns 1, 2 and 3. Otherwise, complete Columns 2 and 3.
- (3) General Contractor's fee is limited to 14% of actual construction cost. General Contractor's fee must be disclosed.
- (4) in reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
- For purposes of the Development Cost calculation in this Application, the only reserves allowed are contingency reserves (5) for rehabilitation and construction, which amounts cannot exceed 5% for New Construction and 15% for Rehabilitation/ Substantial Rehabilitation, as stated in Rule Chapters 67-21 and 67-48, F.A.C.
- The Corporation pays the servicing fees and compliance monitoring fees for all HOME Applicants. For HOME (6) Rental loans to Non-Profit entitles, the Corporation also pays the credit underwriting fees and environmental review fees.
- Applicants using HC equity funding, with the exception of those applying for MMRB, should list an estimated (7) compilance fee amount in column 2.
- The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

		1	2 HC INELIGIBLE; OR	3 Total (MMRB, SAIL, HOME
000 1507 00		ELIGIBLE (HC ONLY)	MMRB/SAIL/HOME	8 HC)
PROJECT CO				
Actual Cons Demolition	struction Cost			
Demoliuon				
*Off-site (e:	xplain in detail)			
New Rental	Units			
Dahah of S	dellas Daniel Helis			
Renab of E	xisting Rental Units			
Accessory E	Buildings			
Recreationa	al Amenities			
Rehab of E	xisting Common Areas			
andhar faur	state to defall)			
-Other fext	plain in detail)			
A1. Actual Con	struction Cost	\$	S	\$
1.1. Sub-Total		\$	\$	\$
	ontractor Fee (3)	_	_	
(Max. 14%	of A1., column 3)	\$	2	\$
1 3 Total Actu	ial Construction Cost	•	•	\$
and rotal Actu	ai continuum cust	•	•	▼
Financial Co	ost			
Construction	n Loan			
Credit Enha	incement			

(Page 3 of 3)

	1 ELIGIBLE (HC ONLY)	2 HC INELIGIBLE; OR MMRB/8AIL/HOME	3 Total (MMRB, SAIL, HOME 8. HC)
*Impact Fees (list in detail)			
Inspection Fees			
Insurance			
Legal Fees			
Market Study			
Marketing/Advertising			
Property Taxes			
Soll Test Report			
Survey			
Title Insurance			
Utility Connection Fee			
*Other (explain in detail)			
A3. TOTAL GENERAL DEVELOPMENT COST	\$	\$	\$
* A4. CONTINGENCY RESERVES (5) (explain in detail)	\$	\$	\$
B1. ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND) Existing Buildings	\$	\$	\$
* B2. Other (explain in detail)	\$	\$	\$
C. DEVELOPMENT COST (A1.3+A2+A3+A4+B1+B2)	\$	\$	\$
D. DEVELOPER'S FEE (1)	\$	\$	\$
E. TOTAL LAND COST		\$	\$
F. TOTAL DEVELOPMENT COST (C+D+E)	\$	\$	\$

(Page 3 of 3)

			(Page 3 0f 3)
	1 ELIGIBLE (HC ONLY)	2 HC INELIGIBLE; OR MMRB/8AIL/HOME	3 Total (MMRB, SAIL, HOME & HC)
*Impact Fees (list in detail)			
Inspection Fees			
Insurance			
Legal Fees			
Market Study			
Marketing/Advertising			
Property Taxes			
Soll Test Report			
Survey			
Title Insurance			
Utility Connection Fee			
*Other (explain in detail)			
A3. TOTAL GENERAL DEVELOPMENT COST	\$	\$	\$
* A4. CONTINGENCY RESERVES (5) (explain in detail)	s	\$	\$
B1. ACQUISITION COST OF EXISTING DEVELOPMENTS (EXCLUDING LAND) Existing Buildings	s	\$	\$
* B2. Other (explain in detail)	\$	\$	\$
C. DEVELOPMENT COST (A1.3+A2+A3+A4+B1+B2)	\$	\$	\$
D. DEVELOPER'S FEE (1)	\$	s	\$
E. TOTAL LAND COST		\$	\$
F. TOTAL DEVELOPMENT COST (C+D+E)	\$	\$	\$

Detail/Explanation SI	neet		
Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.			
Development Cost			
Acquisition Cost of E (as listed at Item 81.)	Existing Developments		
Other:			
-			
Actual Construction (as listed at item A1.)	Cost		
Off-site:			
_			
Other:			
General Developmen (as listed at item A3.)	t Costs		
Impact Fees:			
-			
Other:			
_			
_			
Reserves			
Contingency			
Reserves:			
les raice et ticht set,			
Other Reserves:			
owier reserves.			
•			
NOTE: Neither brokerage fees nor syndication fees can be included in eligible basis. Consulting fees, if any, must be paid out of the Developer fee. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.			

PERMANENT ANALYSIS	AMOUNT	LOCATION OF DOCUMENTATION
A. Total Development Cost:	\$	
B. Sources:		
1. SAIL Loan Requested:	\$	
2. MMRB Requested:	\$	
3. HOME Loan Requested:		
HC Syndication/HC Equity Proceeds	s	Exhibit
5. Supplemental Loan Amount	\$	
6. First Mortgage Financing	\$	Exhibit
7. Second Mortgage Financing	\$	Exhibit
8. Third Mortgage Financing	\$	Exhibit
9. Deferred Developer Fee	\$	Exhibit
10. Grants	\$	Exhibit
11. Equity - Partner's Contribution	\$	Exhibit
12. Other:	\$	Exhibit
13. Other:	\$	Exhibit
14. Total Sources	\$	
C. Financing Shortfall (A B.14.):	\$	

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

ATTACHMENT 2



The Jacksonville Sheriff's Office has implemented a community program called the **Jacksonville Crime Free Multi-Housing Program**. The program, which is endorsed by Sheriff John Rutherford, is a partnership between the Jacksonville Sheriff's Office, owners, managers and residents of our apartment communities. Our goal is to keep drugs and other illegal activity out of our communities.

Crime Free Multi-Housing Program Overview

The program was successfully developed by the Mesa Arizona Police Department in 1992. The International Crime Free Multi-Housing Program has spread to nearly 2,000 cities in 44 states, 5 Canadian Provinces, and other countries.

The program consists of three phases that must be completed under the supervision of the Jacksonville Sheriff's Office.

• Phase 1 - Management Training

- Property Managers, owners and staff receive eight hours of training in the operation of the Crime Free Multi-Housing Program.
 - Training consists of the following:
 - Crime Prevention Techniques
 - CPTED (physical security of their communities)
 - · Benefits of resident Screening
 - Lease agreements and eviction issues
 - Crime Free Lease Addendum
 - · Addressing drug activity and crime on their property
 - Training the community in crime awareness

• Phase 2 – CPTED Survey

- A general CPTED (Crime Prevention through Environmental Design) survey is conducted on the apartment property.
 - A minimum safety standard must be met to participate in the Crime Free Multi-Housing Program. The following items are the minimum standards;
 - 180 degree eye viewers in all front doors
 - One inch deadbolts on all exterior doors
 - Minimum of two inch screws in strike plates on exterior doors (exception; steel framed door jambs)
 - Lift and slide protection on windows (accessible)
 - Lift and slide protection on sliding doors (accessible)
 - Adequate security lighting in working order (throughout the property)

- Properly trimmed landscaping throughout the property (3 and 7 foot rule - bushes and shrubbery trimmed below 3 feet and trees trimmed up to 7 feet)
- Inoperable or expired vehicles tagged and removed from the property
- A visible display of property address, seen from the roadway

Phase 3 - Resident Crime Prevention Meeting

- o The apartment management must conduct an annual crime prevention meeting with their residents.
- o Community awareness and continuous participation is encouraged

Certification

- Apartment communities that successfully complete all three phases of the training are permitted to post signs on their properties (see example sign below).
- Certified properties will also be given the following:
 - Authorization to use the Crime Free Logo in advertising and marketing of their property.
 - Once operable, apartment managers will receive daily e-mail notifications from JSO, providing calls for service information on their property.
 - JSO will place a list of certified properties on the JSO website.
- O If a property fails to keep their standards, at our minimum level, their certification will be revoked

Sample Certified Membership Sign



Attachment 3

EXPENSE AND INDEMNITY AGREEMENT

Jacksonville Housing Finance Authority 214 N. Hogan Street, 8th Floor

Jacksonville, FL 32202

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested the Jacksonville Housing Finance Authority, Florida (the "Authority"), to consider its application for the issuance of the Bonds referred to below (the "Bonds") for the benefits of the Applicant and as an inducement to such consideration hereby agrees with the Authority as follows:

Section 1: Payment of Expenses. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold the Authority harmless against the payment of any and all expenses relating to the Bond issue, including, without limitation, administrative charges and out-of-pocket expenses, recording charges, expenses of printing offering circulars or official statements, and the cost of printing the Bonds and advertising the sale thereof and expenses of registering the Bonds with the securities commission of any state. The fees of the Authority's bond counsel, financial advisor, administrative staff, and Issuer's counsel shall be payable only if the Bonds are issued and delivered, but the Applicant shall in all events be liable for the payment of the disbursements and out-of-pocket expenses of such personnel. It is further agreed that the applicant fee is a separate fee, which shall not be used for the payment of the expenses delineated herein.

Section 2. Indemnity. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify the Authority, and each of its members, officers, agents, attorneys or employees against any and all claims and liability of whatsoever nature arising out of the Bond issue, including without limitation, claims based upon actual or alleged misrepresentation, fraud or other tortious conduct or breach of contractual relationships, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing the Applicant agrees to pay any and all attorney's fees and court costs incurred in the defense of any of the claims here above enumerated upon the Authority's written demand thereof. It is further understood and agreed that the Authority or any of the persons here above indemnified shall be entitled to retain counsel acceptable to the Authority or them to defend any claim, but that neither the Authority nor any such person will enter into any settlement of the same without the prior written approval of the Applicant. It is further understood that the Authority will give reasonable notice to the Applicant of the pendency of any such claims or liability and the Applicant shall have the opportunity to recommend counsel for selection by the Authority or its members. The actual selection of counsel, however, will be solely within the discretion of the Authority or its members.

hereto specifically denominated as such and executed by the Authority and the Applicant.

Dated: ______ Name of Applicant:______

By: _____ Title: _____

Description of Bond:______

Jacksonville Housing Finance Authority (Florida)

Section 3. <u>Survival of Agreement</u>. This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment