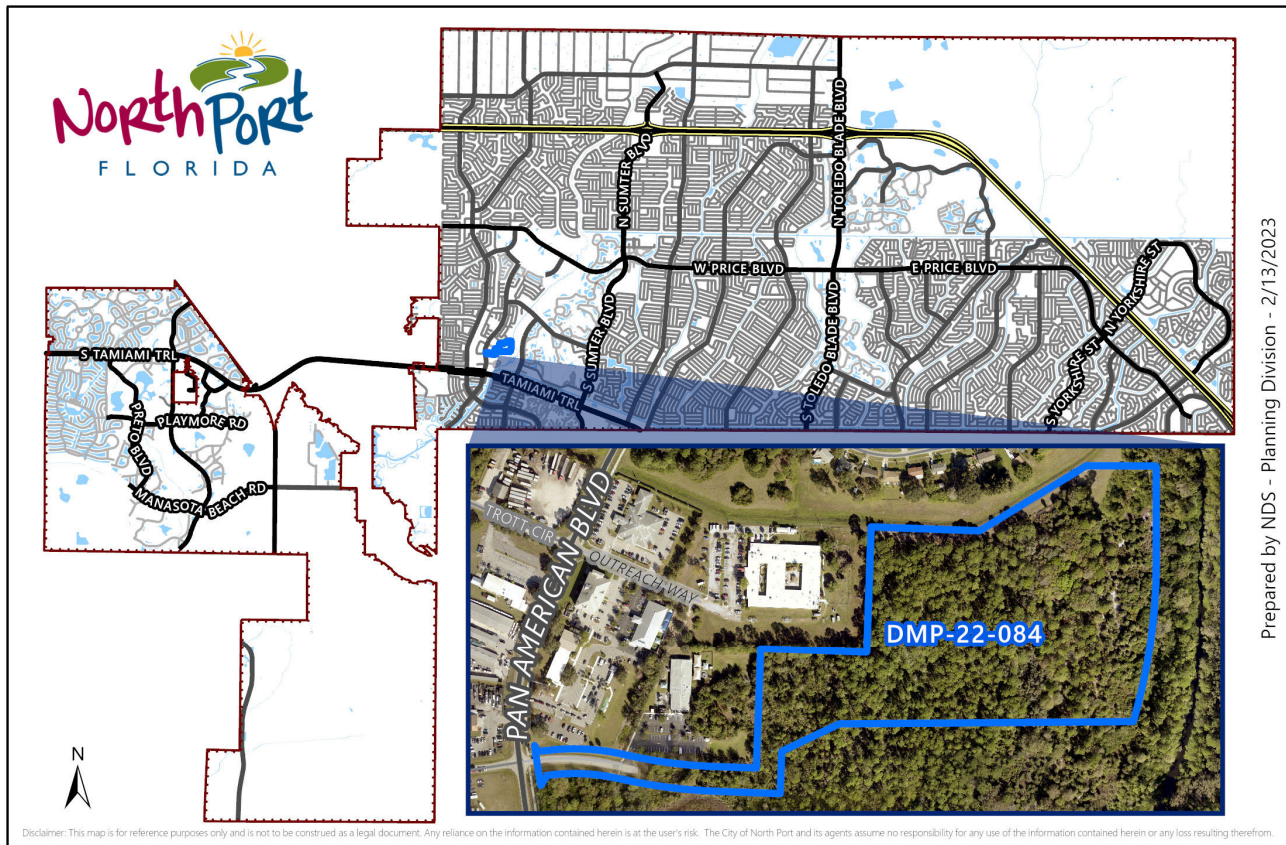




STAFF REPORT

The Waters at North Port Development Master Plan

- From:** Noah Fossick, AICP, Planner II
- Thru:** Lori Barnes, AICP, CPM, Planning and Zoning Division Manager
- Thru:** Alaina Ray, AICP, Neighborhood Development Services Director
- Thru:** Jason Yarborough, ICMA-CM, Assistant City Manager
- Thru:** A. Jerome Fletcher II, MPA, ICMA-CM, City Manager
- Date:** March 16, 2023



Prepared by NDS - Planning Division - 2/13/2023

Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

- PROJECT:** The Waters at North Port, DMP-22-084
- REQUEST:** Consideration of Development Master Plan application for a 288-unit multi-family development intended as affordable housing.
- APPLICANT:** Michael Nguyen on behalf of The Waters at North Port, LLC (**Exhibit A-1, Affidavit**)
- OWNERS:** The Waters at North Port, LLC (**Exhibit A-2, Warranty Deed**)
- LOCATION:** Located in Activity Center 1; East of Pan American Blvd, west of Myakkahatchee Creek, north of the future North Port Utilities site, and south of 52nd Addition to Port Charlotte subdivision (PID 0996-00-2000)
- PROPERTY SIZE:** ± 19.88 acres

I. BACKGROUND

Michael Nguyen, on behalf of The Waters at North Port, LLC, has submitted a Development Master Plan application to develop 288 multi-family units on 19.88 acres. The multi-family units will be provided as affordable units meeting the definition of such in State Statutes. The site is zoned Planned Community Development (“PCD”) with an Activity Center Future Land Use designation (Activity Center 1).

The 288 multi-family units are provided in twelve (12), twenty-four (24) unit buildings. A leasing office and amenity center with a pool and additional open space are proposed. Moreover, a picnic area, a playground, and a dog park are planned for the community. Access to the site will be from Childrens Way, a private right-of-way that connects to Pan American Blvd.

The site has not been previously platted. Prior to the purchase of the property, the site was one large tract of land including parcels 0996-00-2000 (site of proposed development), 0996-00-1004, and 0996-00-1000. Parcel 0996-00-1004, located directly south of the proposed development, has been purchased by the City of North Port with the intention to construct a Utilities Administration Building. Parcel 0996-00-1004, located along Pan American Blvd to the south and southwest of the proposed development, was retained by the original owners for future development. Should the Development Master Plan be approved, this proposed development will be required to go through a Subdivision Concept Plan (“SCP”) review, a Final Plat (“PLF”) review, a Major Site and Development Plan (“MAS”) review, and an Urban Design Standards Review (“UDSR”) prior to construction.

II. MODIFICATION OF REGULATIONS

Pursuant to ULDC Sec. 53-118—Modifications of regulations., the City Commission may approve modifications to regulations during the Development Master Plan hearing process. The applicant is requesting two modification of regulations from the ULDC under this petition.

MODIFICATION #1

ULDC Sec. 53-106.(B)(1) — “Multifamily, cluster housing, townhouses. No minimum lot size shall be required; provided, however, that no structure shall be located closer to any peripheral property line than two (2) times the height of such structure...”

Request — “We request a waiver to allow for lot setbacks of twenty-five (25) feet around the entire property.”

Staff Response: The applicants are seeking a setback of twenty-five (25) feet along a portion of the northern and eastern property lines. However, the requested setback would still provide ample room for the required landscape buffers in these areas. The northern and eastern property lines abut drainage rights-of-way, which provide further buffering from existing uses.

II. MODIFICATION OF REGULATIONS (CONTINUED)

MODIFICATION #1

Moreover, the drainage right-of-way to the north is again buffered from the existing residential neighborhood with an open space tract owned by the City of North Port. In total, there would be at least twenty-five feet of open space improved with a landscape buffer, a fifty (50) foot drainage right-of-way, and an open space tract between the proposed structures and the existing residential neighborhood.

Staff supports this modification of regulations.

MODIFICATION #2

ULDC Sec. 53-113.A. — "Perimeter buffer area...Areas to be classified as Planned Community Development shall maintain a minimum buffer area of forty (40) feet measured from the property line, unless modified by the Development Master Plan. This buffer shall only apply to the perimeter which abuts existing single-family recorded lots or drainage areas."

Request — "We request a waiver to allow for [sic] twenty (20) foot minimum buffer to the perimeter which abuts existing single-family recorded lots or drainage area."

Staff Response: The requested modification is to reduce the buffer area on the north and east side of the property where it abuts a drainage right-of-way and the Myakkahatchee Creek to twenty (20) feet. The site is uniquely located and already has significant buffering from nearby uses. The north side is buffered by both a fifty (50) foot wide drainage right-of-way and an open space tract of varying width owned by the City. The east side is buffered from other uses by the Myakkahatchee Creek, which is over eight hundred (800) feet in width and North Port Blvd. The applicants are providing landscaping and passive recreation within the buffer areas that will add to already significant buffering. Last, all structures will be setback at least twenty-five (25) feet from the property lines and nine of the twelve structures are setback more than forty (40) feet from any property line.

Staff supports this modification of regulations.

III. NEIGHBORHOOD MEETING

Pursuant to Section 53-5.E. of the Unified Land Development Code, the applicant held a virtual neighborhood meeting on February 13, 2023, at 2:00 PM on Microsoft Teams. The meeting documents, including public notice, are attached as **Exhibit C**.

IV. STAFF REVIEW

Staff Development Review	
Finance	No Objection
Fire/Rescue	Meets Requirements
NDS/Planning & Zoning	Meets Requirements
NDS/Building-Arborist	No Objection
NDS/Building-Structural	No Objection
Parks & Recreation	No Objection
PW/Engineering-Infrastructure	Meets Requirements with Conditions
PW/Engineering-Stormwater	Meets Requirements with Conditions
PW/Solid Waste	Meets Requirements with Conditions
PW-PZ/Environmental	Meets Requirements with Conditions
Utilities	Meets Requirements with Conditions

The following staff reviews are required for all Development Master Plan submittals prior to hearings held by the Planning and Zoning Advisory Board and City Commission:

- Pre-Application meeting with the Staff Development Review (“SDR”) team.
- Formal Submittal/Resubmittal to be reviewed and approved by SDR.
- Review for consistency with the Comprehensive Plan and the Unified Land Development Code (See Section VI).
- Fiscal Impact Analysis (See Section VI).

Conditions from Environmental, Public Works (Infrastructure, Solid Waste, and Stormwater), and Utilities will be required with future submittals and are listed in Section V of this Staff Report.

V. CONDITIONS & SAFEGUARDS

Staff deemed the Development Master Plan met requirements with the following conditions to be met with future submittals:

Environmental—

1. A gopher tortoise survey was done in September 2021. The immediate gopher tortoise burrow area was subject to unauthorized clearing/land disturbance by heavy equipment in Feb-Mar 2022. A disturbed site permit from FWC is required. Please submit the FWC disturbed site permit and copy of the disturbed site permit application.
2. Site visit performed by City of North Port staff in March/April 2022 found that there appears to be additional gopher tortoise burrows not indicated in the Sept 2021 wildlife report, therefore an additional 100% survey gopher tortoise of all suitable gopher tortoise habitat will be required within 90-days from the proposed start of land clearing. Additionally, gopher tortoises disturbed by unauthorized land disturbance in Feb-Mar 2022 may have relocated to other areas of the property. The gopher tortoise survey shall be performed per FWC Gopher Tortoise Permitting Guidelines for the site. All gopher

V. CONDITIONS & SAFEGUARDS (CONTINUED)

tortoise burrows found on-site must be avoided with the required 25 ft radius. If gopher tortoises are proposed to be relocated, an FWC relocation permit for the relocation is needed, and a copy of the survey and permit provided to the City. On completion of the relocation actions, submit a summary After Action report to the City that identifies the total number of tortoises relocated to the designated property.

3. Please submit a survey delineating the wetland(s) jurisdictional boundary and the 25-ft wetland buffer and include the normal pool elevation (NP) and seasonal High Water Elevation (SHWE). The site should be designed to reduce the impact to wetlands and associated 25-ft buffer to the maximum extent practicable. This information should also be included on the master drainage plans. If any wetlands and wetland buffers are proposed to be impacted, please provide the following:
 - a. A copy of the approved Environmental Resource Permit (ERP). Will also need a permit under Section 404 of the Clean Water Act (CWA) issued by either a U.S. Army Corps of Engineers (USACE) or Florida Department of Environmental Protection (FDEP), depending on the location of the project. The permits will authorize wetland impacts and indicate how wetland mitigation will be achieved. This permit plus documentation of required wetland mitigation must be provided prior to construction that impacts the wetland. This permit is typically provided preferably before scheduling the preconstruction meeting with the City.
 - b. Please show using clear hatchings and provide an area tabulation, any impacts to the 25 ft of wetland buffer and the buffer compensation areas provided.
 - c. Please include the hydroperiod analysis for the mean annual storm for all onsite and adjacent wetlands and show that the proposed development does not impact the hydroperiod significantly.

Fire/Rescue—

4. Hydrant and Fire Department Connection (FDC) locations must meet the ULDC, Chapter 60-8 & 60-9; placement of hydrant for the FDC must be on the same side of street or place the FDC on the same side as the hydrant to meet the requirements. This requirement shall be called out on all infrastructure, subdivision construction, and civil plans for compliance.

Infrastructure—

5. Provide adequate pedestrian access throughout development. No internal sidewalks are currently shown on plan. The design of these sidewalks can be determined during the detailed site plans for the MAS application.

Solid Waste—

6. At least five (5) dumpster corrals will be the required for the complex's volume. Include the dumpster corral detail sheet with the Major Site and Development Plan.
7. Provide a place for the storage of bulk garbage items. This may be an additional corral area separate from the required dumpster corrals or provide a designated area marked for residents to place bulk garbage items. The location must be accessible to drivers to pull up next to and collect the bulk items.

Stormwater—

V. CONDITIONS & SAFEGUARDS (CONTINUED)

8. The future detailed design of the stormwater management system must meet all requirements in the City of North Port Unified Land Development Code (ULDC) Stormwater Regulations.

Utilities—

9. Before FDEP permits will be signed, North Port Utilities requires the following:
- Four complete sets of DEP permit applications (water and sewer) and four sets of construction plans both sets of items shall be signed and sealed by the engineer of record.
 - One engineer certified (sealed) estimate for the cost of utility construction.
 - A check for the Utility Construction Inspection Fee. The fee shall be 6.5% of the utility construction costs for projects \$0 to \$2 million, plus 2.5% of utility construction cost over \$2 million. The minimum fee is \$250.00.
10. Prior to commencement of utility site construction, three copies of shop drawings plus any copies required by the applicant shall be submitted to the Utilities Department for review and approval.
11. Irrigation systems shall be designed and constructed to meet reuse standards.
12. Prior to utility site construction the Development Order, Department of Environmental Protection Permit, and Department of Health Permit shall be posted at the project site and provided at the preconstruction meeting.
13. A developer agreement shall be negotiated with the Utilities Department and approved by the Utilities Director and City Staff prior to DEP or DOH permits being signed and released.

VI. DATA & ANALYSIS

Staff has reviewed the proposed Development Master Plan for consistency with the City's Comprehensive Plan and Unified Land Development Code (ULDC).

COMPREHENSIVE PLAN

Future Land Use Element, Goal 2

To promote an intense mixture of employment, goods and services, and residential uses in Activity Centers; to promote a wide variety of residential and employment alternatives; to achieve the highest standards of quality in the urban environment; and to provide a balanced and healthy tax base.

Staff Findings: The proposed development will provide affordable units near to the employment center along US-41 and in the industrial area of Trott Circle. The site is also uniquely suited for affordable housing, being located adjacent to the City of North Port's Social Services offices, the local Department of Health office, and Children First, which provides daycare and early education opportunities and charges based on income level. The proposed development will provide critical affordable units to the City's current and future residents adjacent to employment opportunities, critical services, and

VI. DATA & ANALYSIS (CONTINUED)

COMPREHENSIVE PLAN

retail.

Staff concludes that the proposed Development Master Plan is consistent with Future Land Use Element Goal 2.

Future Land Use Element, Objective 2

Figure 1: Standards for Activity Centers
AC#5 Toledo Blade/Price Blvd/Midway

Staff Findings: Staff tracks development in the Activity Centers to verify developments conform with the standards in Figure 1 of the Future Land Use Element of the Comprehensive Plan. 2% of Activity Center 1 is permitted for high density residential (more than 10 units/acre and no more than 15 units/acre). The proposed development includes 288 dwelling units on 19.88 acres, which is an approximate density of 14.5 units/acres. At the time of submittal, there was no remaining density for high density residential in Activity Center 1. However, a formal interpretation was issued on January 24, 2022, that Future Land Use Element Policy 2.24 (now Policy 2.25) allows "affordable housing" to exceed existing permitted residential land use allotments (**Exhibit E**).

Staff concludes that the proposed Development Master Plan is consistent with Future Land Use Element Objective 2.

Future Land Use Element, Policy 2.25

Due to the fiscal importance of Activity Centers to the City's overall financial sustainability the geographic size of the Activity Centers shall not be decreased. In addition, any change of land use in the Activity Centers that does not further the financial sustainability of the City shall be prohibited. Land use changes for more residential use than is already permitted within the Activity Centers shall be prohibited, with the exception of projects that include loft apartments or similar mixed uses that provide low income housing.

Staff Findings: The proposed development has provided proof that the dwelling units have been reserved as low-income housing in accordance with these provisions (**Exhibit F**). The proposed rent restrictions are consistent with State definitions for affordable housing. The proposed development is interconnected with the proposed City of North Port Utilities Administration Building located directly south and with the future development site located to the southwest, as well as the existing Children's First site; therefore, a mix of uses is provided. Thus, the site provides for a mixture of uses and low-income housing.

VI. DATA & ANALYSIS (CONTINUED)

COMPREHENSIVE PLAN

Staff concludes that the proposed Development Master Plan is consistent with Future Land Use Element, Policy 2.2.5.

Housing Element, Objective 1

To provide a variety of housing types and affordability levels to accommodate the present and future housing needs of North Port residents.

Staff Findings: The proposed development provides affordable housing for low income persons. As mentioned previously, the 288 units are reserved for those making between fifty (50) and eighty (80) percent Area Median Income (AMI). With the rapid increase of housing costs, affordable housing is particularly crucial to the City to ensure that many residents are not priced out of the area. The proposed development will provide housing for a diverse set of people from workers and young families to the elderly and retired persons.

Staff concludes that the proposed Development Master Plan is consistent with Housing Element, Objective 1.

Housing Element, Objective 6

Increase efforts to balance social, economic and environmental considerations in housing sustainability.

Staff Findings: The proposed development provides vital affordable housing units which will ensure that many residents are not priced out of the City. The units will continue to promote the socio-economic diversity of residents in the City. The increased diversity of people promotes a vibrant cultural environment for the City as well as provides a workforce with a wide range of experiences and skills. Additionally, the proposed development has and will continue to go through all applicable environmental reviews and has planned the site to provide adequate buffers and recreational opportunities along the Myakkahatchee Creek.

Staff concludes that the proposed Development Master Plan is consistent with Housing Objective 6.

VI. DATA & ANALYSIS (CONTINUED)

COMPREHENSIVE PLAN

Housing Element, Policy 6.1

Ensure a compatible relationship between new housing and circulation patterns and encourage pedestrian and bicycle interconnectivity and transit friendly communities in order to minimize traffic impacts and promote healthy lifestyles.

Staff Findings: The proposed development is required to provide direct pedestrian and bicycle connectivity to Pan American Blvd. Residents will be able to access Pan American Blvd and the US-41 corridor by non-motorized means by a system of sidewalks. This provides the future residents non-motorized means of accessing employment, as well as retail and services. Along the US-41 corridor, residents can access transit at the S Sumter Blvd-US-41 bus stop which will connect them to the rest of Sarasota County.

Staff concludes that the proposed Development Master Plan is consistent with Housing Policy 6.1.

Housing Element, Objective 9

Address the community's employment demands, workforce needs, and senior livability concerns by ensuring a variety of housing choices are available for future and existing residents.

Staff Findings: Per the 2020 United States Census, the City of North Port had 33,672 dwelling units¹ and the 2021 American Community Survey 1-Year Estimate placing 35,149 dwelling units within the City.² Of these units, fewer than a thousand have income restrictions that reserve them for low income persons. As such, there is a clear and obvious lack of affordable housing options within the City, which this proposed development seeks to address. These units will provide accessibly-priced options for the workforce of the City as well as for seniors and many other socioeconomic groups.

Staff concludes that the proposed Development Master Plan is consistent with Housing Element, Objective 9.

¹ <https://data.census.gov/table?q=North+Port+city,+Florida&t=Housing+Units&tid=DECENNIALPL2020.H1>

² <https://data.census.gov/table?q=North+Port+city,+Florida&t=Housing+Units&tid=ACSDT1Y2021.B25001>

VI. DATA & ANALYSIS (CONTINUED)

COMPREHENSIVE PLAN

Housing Element, Policy 9.1

Ensure that housing alternatives meet the diverse needs of the community, providing for the needs of the following:

- Fixed income seniors
- Empty nesters
- Working families
- Entry level workforce
- Civil service fields

Staff Findings: As previously mentioned, the proposed development provides 288 dwelling units with income limits for the residents. The proposed development does not have any additional limitations such as age restrictions on the residents of the development. All the above groups of people can and are anticipated to live within the community should they meet the income restrictions.

Staff concludes that the proposed Development Master Plan is consistent with Housing Element, Policy 9.1.

Economic Development Element, Policy 5.1.2

Expand housing options that support the local workforce by planning for development near employment and transportation centers.

Staff Findings: To reiterate, the proposed development provides affordable housing that will serve the local workforce. The proposed development is also nearby and closely connected to US-41 and Trott Circle, each being employment centers. Moreover, US-41 is the second-busiest arterial corridor in the City and connects the development to many other parts of North Port and the region.

Staff concludes that the proposed Development Master Plan is consistent with Economic Development Element, Policy 5.1.2.

ULDC

ULDC Chapter 53—Zoning Regulations, Part 2.—Schedule of District Regulations, Article VIII.—PCD Planned Community Development District, Section 53-102.—Intent.

The purpose of the PCD Planned Community Development District is to provide an area for coordinated development of industrial, commercial, service, residential and government uses within a park-like setting. The establishment of this district provides a mechanism to

VI. DATA & ANALYSIS (CONTINUED)

ULDC

attract major employers to the City, which can contribute to the diversification of the economic base in a manner consistent with the City's adopted Comprehensive Plan. The PCD District provides for a variety of uses where project components and land use relationships are physically and functionally integrated. This concept incorporates a wide range of traditional industrial uses with a variety of non-industrial activities which may support or otherwise relate to the commerce/industrial activities which may support or otherwise relate to the commerce/industrial economic base of the City. Generally, PCD land uses include manufacturing, wholesaling and warehousing, construction services, transportation activities, retail trade and service, residential and government uses. It is the intent of these regulations to facilitate the harmonious interaction of land uses not individually provided for in other industrial, commercial, service, residential or government use districts through grouping of similar uses. These regulations are designed to protect adjacent properties from the potentially adverse impacts associated with mixed-use development and to promote efficient and economic land use among functionally integrated activities. This intent is achieved through coordinated application of standards, which regulate location, open space, ground coverage, height, lighting, signage, landscape, buffer and other physical design elements.

Staff Findings: The PCD District requires a "variety of uses where project components and land use relationships are physically and functionally integrated." This proposed development is located on a tract that is being split into three smaller parcels. This is the first development petition of these parcels. The North Port Utilities Administration Building is planned on the parcel directly to the south and the approximately 11.4 acre parcel to the southwest has been retained as a future non-residential development site. The proposed development will be interconnected with these other sites. There will also be a network of roads and sidewalks to connect the development to Pan American Blvd, which then connects to US-41 and the rest of the City.

Staff concludes that the proposed Development Master Plan is consistent with ULDC Sec. 53-102.

ULDC Chapter 53—Zoning Regulations, Part 2.—Schedule of District Regulations, Article VIII.—PCD Planned Community Development District, Section 53-103.—Permitted principal uses and structures.

A. Any development located within an Activity Center which is located within a Planned Community Development (PCD) shall be

VI. DATA & ANALYSIS (CONTINUED)

ULDC

regulated by this section, Chapter 55, Activity Center Design Regulations, and the Urban Design Standards Pattern Book.

ULDC Chapter 55—Activity Center Design Regulations., Article I.—Mediterranea (Activity Center #1)., Section 55-15.—Permitted uses and structures.

B. Permitted uses are as follows.

(26) Medium and high density residential.

Staff Findings: The above ULDC sections govern the permitted uses and the form of the uses. The multi-family use is permitted per ULDC Sec. 55-15.B.(26). as “high density residential.” In addition, the proposed development has complied with all regulations required for the Development Master Plan and the design standards will be verified under future Major Site and Development Plan and Urban Design Standards Review submittals.

Staff concludes that the proposed Development Master Plan is consistent with ULDC Sec. 53-103 and ULDC Sec. 55-36.

ULDC Chapter 53—Zoning Regulations, Part 2.—Schedule of District Regulations, Article VIII.—PCD Planned Community Development District, Section 53-113.—General development regulations.

The following Planned Community Development (PCD) District regulations shall govern the general development pattern of the PCD District, unless otherwise modified in the Development Master Plan, as well as existing and proposed physical and environmental site characteristics.

Staff Findings: The proposed development was reviewed for compliance with ULDC Sec. 53-113. and all applicable buffer areas and open space have been provided. The proposed development provides a forty-foot (40') buffer along the eastern property line along the Myakkahatchee Creek. Moreover, the proposed development provides over the required 30% open space.

Staff concludes that the proposed Development Master Plan is consistent with ULDC Sec. 53-113.

FISCAL IMPACT ANALYSIS

Staff performed a fiscal impact analysis of the proposed Development Master Plan. The results of the fiscal impact analysis are an estimate based on the data and assumptions from the applicant

VI. DATA & ANALYSIS (CONTINUED)

FISCAL IMPACT ANALYSIS

and staff.

Staff Findings: The fiscal impact analysis showed that the project has an anticipated net fiscal impact of \$830,444 over the first five (5) years of the project. As an affordable housing development, the project may be exempt from certain Property Ad Valorem taxes, which may change the anticipated net fiscal impact shown in this analysis.

DMP 22-084, Fiscal Impact Analysis

		Year 1	Year 2	Year 3	Year 4	Year 5
Costs	General Governmental Services	\$ 377,856	\$ 385,413	\$ 393,121	\$ 400,984	\$ 409,003
	Utility Services	\$ 318,528	\$ 324,899	\$ 331,397	\$ 338,024	\$ 344,785
	Total Costs:	\$ 696,384	\$ 710,312	\$ 724,518	\$ 739,008	\$ 753,788
Revenue	Property Ad Valorem	\$ 66,577	\$ 69,266	\$ 70,652	\$ 72,065	\$ 73,506
	Miscellaneous Taxes & Fees	\$ 550,944	\$ 570,998	\$ 591,783	\$ 613,324	\$ 635,649
	Utility Franchise Fees	\$ 29,376	\$ 30,445	\$ 31,553	\$ 32,702	\$ 33,892
	Utility Revenue	\$ 293,472	\$ 304,154	\$ 315,226	\$ 326,700	\$ 338,592
	Communications Services Taxes	\$ 14,976	\$ 15,521	\$ 16,086	\$ 16,672	\$ 17,278
	Utility Service Taxes	\$ 8,064	\$ 8,358	\$ 8,662	\$ 8,977	\$ 9,304
	State Shared Revenue	\$ 85,824	\$ 88,948	\$ 92,186	\$ 95,541	\$ 99,019
	Impact Fees	\$ 376,992	\$ 376,992	\$ 376,992	\$ 376,992	\$ 376,992
	Total Revenue:	\$ 1,426,225	\$ 1,464,683	\$ 1,503,139	\$ 1,542,972	\$ 1,584,232
Net Fiscal Impact:		\$ 729,841	\$ 754,371	\$ 778,621	\$ 803,964	\$ 830,444

VII. PUBLIC HEARING SCHEDULE

PUBLIC HEARING SCHEDULE

Planning & Zoning Advisory Board Public Hearing	March 16, 2023 9:00 AM or as soon thereafter
City Commission Public Hearing	March 30, 2023 10:00 AM or as soon thereafter

VIII. RECOMMENDED MOTIONS

Planning and Zoning Advisory Board—

The Planning & Zoning Division recommends that the Planning & Zoning Advisory Board recommend approval of DMP-22-084 and motion as follows:

I move to find Petition No. DMP-22-084, The Waters at North Port Development Master Plan, consistent with the City of North Port Comprehensive Plan based on the competent substantial evidence as presented and recommend the City Commission approve DMP-22-084 with the modification of regulations and conditions included in the Staff Report.

VIII. RECOMMENDED MOTIONS (CONTINUED)

City Commission—

The City Commission approve DMP-22-084 and motion as follows:

I move to find Petition No. DMP-22-084, The Waters at North Port Development Master Plan, consistent with the City of North Port Comprehensive Plan and Unified Land Development Code, and Florida Statutes based on competent substantial evidence as presented and approve DMP-22-084 with the modification of regulations and conditions included in the Staff Report.

IX. ALTERNATIVE MOTIONS

Planning and Zoning Advisory Board—

1. **RECOMMEND APPROVAL WITH MODIFICATION(S) OF REGULATIONS AND/OR CONDITIONS** of Petition DMP 22-084.

I move to find Petition No. DMP-22-084, The Waters at North Port Development Master Plan, consistent with the City of North Port Comprehensive Plan based on the competent substantial evidence as presented and recommend the City Commission approve DMP-22-084 with[out] the modifications of regulations [*select #1 or #2 if not both*] and condition(s) [*select conditions to approve with*] included in the Staff Report.

2. **RECOMMEND DENIAL** of Petition DMP-22-084.

I move to find Petition No. DMP-22-084, the Waters at North Port Development Master Plan, not consistent with the City of North Port Comprehensive Plan based on the competent substantial evidence as presented and recommend the City Commission deny Petition DMP -22-084: [insert applicable standard below]

- The proposed Development Master Plan is **NOT** specifically adapted and designed for the uses anticipated, including but not limited to lot configuration, access, and internal circulation.
- The proposed Development Master Plan **DOES NOT** comply with the City of North Port Comprehensive Plan, the Unified Land Development Code, and other laws, ordinances, and regulations. [insert section#]

City Commission—

1. **APPROVAL WITH MODIFICATION(S) OF REGULATIONS AND/OR CONDITIONS** of Petition DMP 22-084.

I move to find Petition No. DMP-22-084, The Waters at North Port Development Master Plan, consistent with the City of North Port Comprehensive Plan and Unified Land Development Code, and Florida Statutes based on the competent substantial evidence as presented

IX. ALTERNATIVE MOTIONS (CONTINUED)

and approve DMP-22-084 with[out] the modification(s) of regulations [select #1 or #2 if not both] and condition(s) [select conditions to approve with] included in the Staff Report.

2. **DENIAL** of Petition DMP-22-084.

I move to find Petition No. DMP-22-084, The Waters at North Port Development Master Plan, not consistent with the City of North Port Comprehensive Plan based on the competent substantial evidence as presented and deny DMP-22-084: [insert applicable standard below]

- The proposed Development Master Plan is **NOT** specifically adapted and designed for the uses anticipated, including but not limited to lot configuration, access, and internal circulation.
- The proposed Development Master Plan **DOES NOT** comply with the City of North Port Comprehensive Plan, the Unified Land Development Code, and other laws, ordinances, and regulations. [insert section#]

X. EXHIBITS

Exhibits
A-1. Affidavit
A-2. Warranty Deed
B-1. Development Master Plan
B-2. Elevations
C. Neighborhood Meeting Documents
D. Fiscal Impact Analysis
E. Director's Administrative Interpretation
F. Affordable Housing Documentation

I (the undersigned), Steven R. Sonberg, Project Manager, Banks Engineering being first duly sworn, depose and say that I am the owner, attorney, attorney-in-fact, agent, lessee or representative of the owner of the property described and which is the subject matter of the proposed application; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and accurate to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be processed or hearing can be advertised, and that I am authorized to sign the application by the owner or owners. I authorize City of North Port staff and agents to visit the site as necessary for proper review of this application. *If there are any special conditions such as locked gates, restricted hours, guard dogs, etc., please provide the name and telephone number of the individual who can allow access.*

Sworn and subscribed before me this 21st day of March, 2022

[Signature]
Signature of Applicant or Authorized Agent

Steven R. Sonberg, P.E., P.S.M., Project Manager
Print Name and Title

STATE OF Florida

COUNTY OF Charlotte

The foregoing instrument was acknowledged by me this 21st day of March, 2022 by Steven R. Sonberg, P.E., P.S.M. who is personally known to me or has produced

N/A as identification.

[Signature]
Signature - Notary Public



(Place Notary Seal Below)

AFFIDAVIT AUTHORIZATION FOR AGENT/APPLICANT

I, Michael Nguyen, President of Manager of The Waters at North Port, LLC; property owner, hereby authorize Banks Engineering to act as Agent on our behalf to apply

for this application on the property described as (legal description) 5400 Pan American Blvd., North Port, FL 34287; Property ID: 0996-00-2000

[Signature]
Owner

03/09/2022
Date

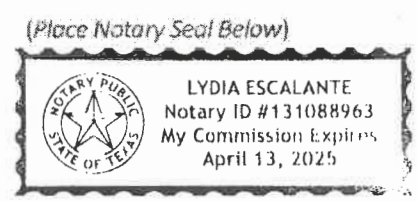
STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged by me this 9th day of March, 2022 by Michael Nguyen who is personally known to me or has produced

as identification.

[Signature]
Signature - Notary Public



(Place Notary Seal Below)

LETTER OF AUTHORIZATION

The undersigned hereby acknowledges to be the Owner and Applicant of the real property described below and further authorizes Banks Engineering to act as agent in order to apply for all necessary permits for development of the subject property.

The Waters at North Port, LLC

Michael Nguyen
Print Name

President of Manager
Title

Michael Nguyen
Signature

03/09/2022
Date

Property Address: **5400 Pan American Blvd., North Port, FL 34287**

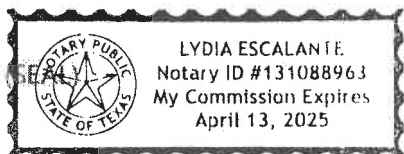
Parcel ID(s): **0996-00-2000**

ATTEST/NOTARY

State of Texas

County of Dallas

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9th day of March, 2022, by Michael Nguyen (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.



Lydia Escalante
Signature of notary public

Lydia Escalante
Printed name of notary public

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2021230841 4 PG(S)

12/28/2021 11:57 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2790012

Prepared By and Return To:

Terry Costolo, Esq.
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

Doc Stamp-Deed: \$22,176.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 20th day of December, 2021, by 5400 GROUP LLC, a Florida limited liability company ("Grantor"), whose mailing address is 1904 Estrada Way, La Jolla, California 32037, to THE WATERS AT NORTH PORT LLC, a Florida limited liability company ("Grantee"), whose mailing address is 1740 Iberia Avenue, Suite 500, Dallas, Texas 75207.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Sarasota County, Florida (the "Property") which is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Parcel Identification Number: 0996001000.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other, and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2021, and those matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof, provided that this reference shall not serve to reimpose same.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year set forth above.

5400 GROUP LLC,
a Florida limited liability company

By: *Boman K. Najmi*
Boman K. Najmi, Manager

STATE OF ~~FLORIDA~~ CALIFORNIA
COUNTY OF San Diego

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

The foregoing instrument was acknowledged before me by on-line notarization or in person, this 16 day of December, 2021, by Boman K. Najmi, as Manager of 5400 Group LLC, a Florida limited liability company, on behalf of the companies. He is personally known to me or has produced FL. Driver's licence as identification.

Marvin Campbell Jr

Notary Public, State of ~~Florida~~ CALIFORNIA
Print Name: Marvin Campbell Jr
Commission No.: 2290461
My Commission Expires: 31 May 2023

[SEAL]



Exhibit "A"Legal Description of Property

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF SARASOTA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2016121988, SARASOTA COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF PAN AMERICAN BOULEVARD WITH THE NORTHERLY RIGHT-OF-WAY OF TAMiami TRAIL (A/K/A U.S. HIGHWAY 41 AND STATE ROAD 45); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD FOR THE FOLLOWING 5 COURSES: N.13°30'20"E. FOR 734.42 FEET (FOR THE BASIS OF BEARINGS) TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 21°37'52", A CHORD BEARING OF N.02°41'24"E., AND A CHORD DISTANCE OF 165.13 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 166.12 FEET; THENCE N.08°07'32"W. FOR 585.47 FEET TO THE POINT OF BEGINNING; THENCE N.08°07'32"W. FOR 110.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 01°56'56", A CHORD BEARING OF N.07°08'58"W., AND A CHORD DISTANCE OF 25.85 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.85 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 1713, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 91°54'40", A CHORD BEARING OF S.52°08'00"E., AND A CHORD DISTANCE OF 35.94 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 40.10 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, A DELTA ANGLE OF 20°56'12", A CHORD BEARING OF S.87°37'25"E., A CHORD DISTANCE OF 265.27 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 266.75 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2004102281, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1684.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF S.82°33'23"E., AND A CHORD DISTANCE OF 317.16 FEET; THENCE ALONG THE SOUTH LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR 317.63 FEET; THENCE S.87°57'27"E. ALONG SAID SOUTH LINE FOR 130.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°02'33"E. ALONG THE EAST LINE OF SAID LANDS FOR 400.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2019106794, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.87°57'27"E. ALONG THE SOUTH LINE OF SAID LANDS FOR 357.84 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°02'33"E. ALONG THE EAST LINE OF SAID LANDS FOR 419.70 FEET TO A POINT ON THE SOUTH LINE OF A 50 FEET WIDE DRAINAGE RIGHT-OF-WAY AS DEPICTED IN PLAT BOOK 21, PAGES 13A THROUGH 13Z, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 COURSES: S.87°57'27"E. FOR 364.28 FEET; THENCE N.58°32'33"E. FOR 414.77 FEET; THENCE S.89°57'27"E. FOR 232.29 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES: S.00°02'33"W. FOR 320.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1960.00 FEET, A DELTA ANGLE OF 16°15'51", A CHORD BEARING OF S.08°10'28"W., AND A CHORD DISTANCE OF 537.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 539.34 FEET; THENCE S.89°32'50"W. FOR 986.54 FEET; THENCE S.64°27'35"W. FOR 212.43 FEET; THENCE S.02°03'02"W. FOR 140.81 FEET; THENCE N.87°57'27"W. FOR 210.72 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1764.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF N.82°33'23"W., AND A CHORD DISTANCE OF 332.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 332.71 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A DELTA ANGLE OF 20°56'04", A CHORD BEARING OF N.87°37'22"W., AND A CHORD DISTANCE OF 236.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 237.50 FEET; THENCE S.31°59'37"W. FOR 39.39 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD AND THE POINT OF BEGINNING,

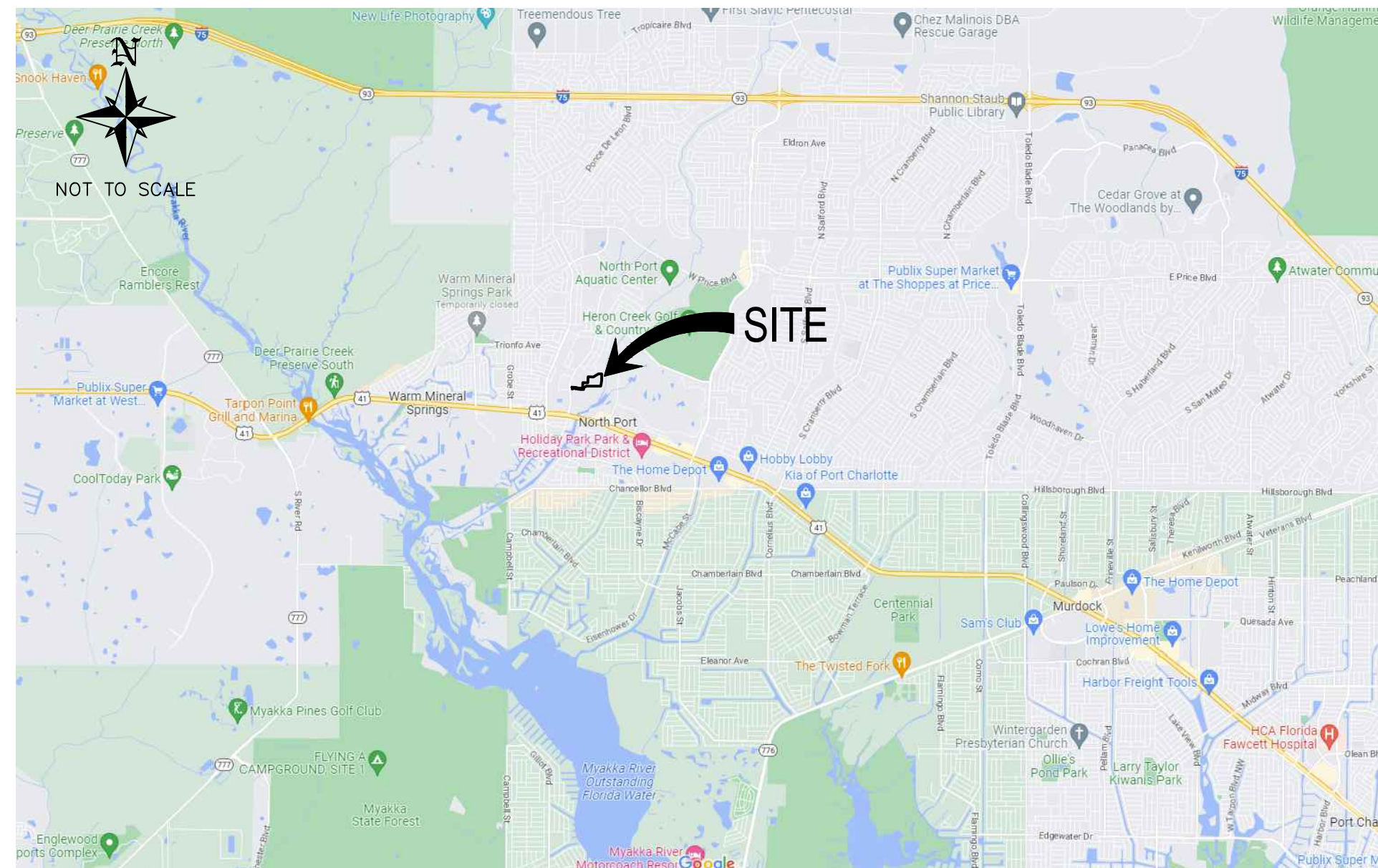
CONTAINS 19.88 ACRES, MORE OR LESS.

Exhibit "B"

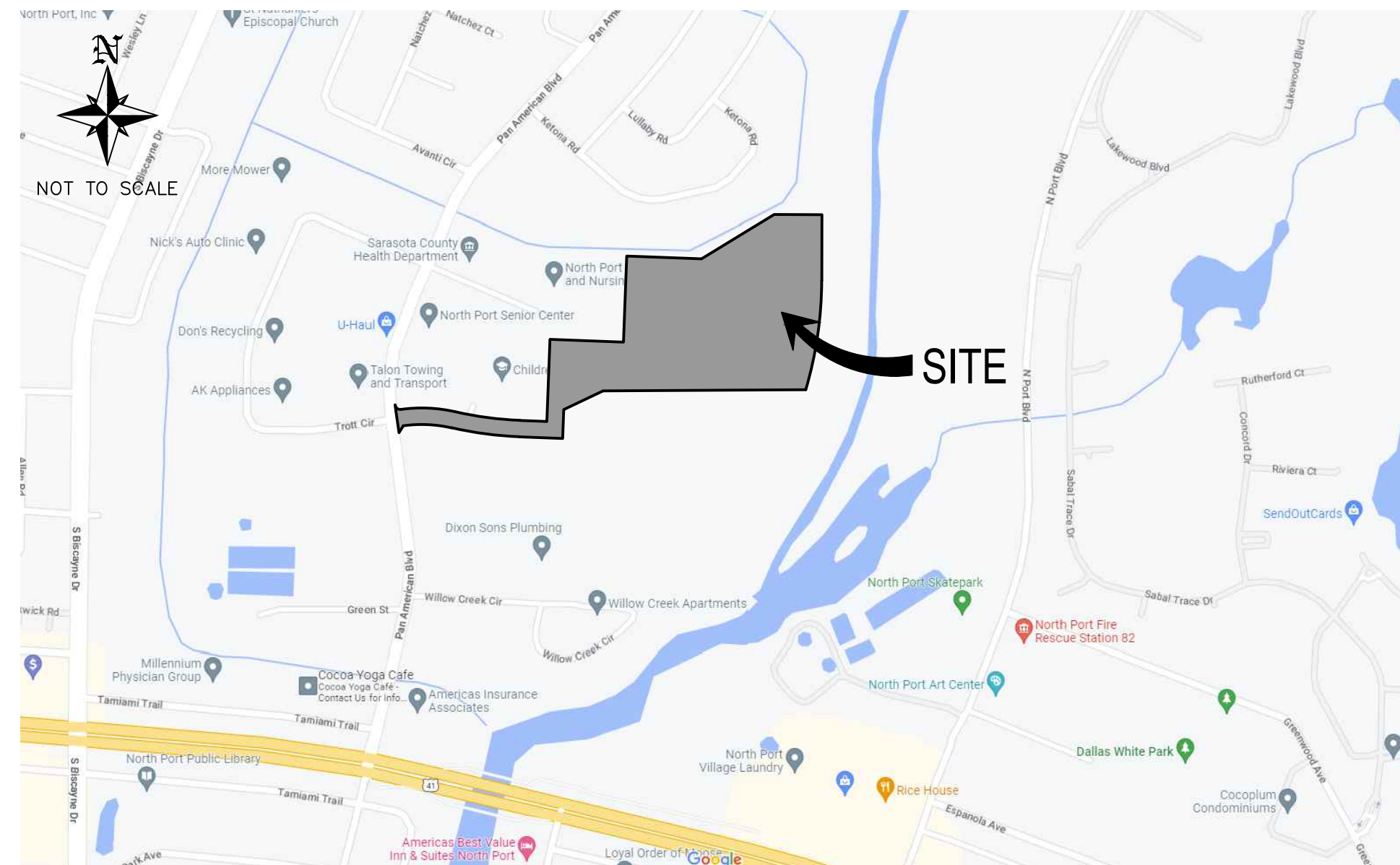
Permitted Exceptions

6. Easements granted to North Port Water Control District recorded in Official Records Book 1886, Page 1823, having been re-recorded in Official Records Book 1941, Page 16, all of the Public Records of Sarasota County, Florida.
7. Easement contained in Warranty Deed recorded in Official Records Instrument #1998150931, of the Public Records of Sarasota County, Florida. (affects easement parcel)
8. Easement contained in Warranty Deed recorded in Official Records Instrument #2004102281, of the Public Records of Sarasota County, Florida; as amended by Corrective Warranty Deed recorded in Official Records Instrument #2006018775, all of the Public Records of Sarasota County, Florida.
9. Terms, conditions, obligations and provisions of Grant of Easement and Right of Use Agreement in favor of Willow Creek Associates, Ltd., a Florida limited partnership, recorded in Official Records Instrument #2002067121, of the Public Records of Sarasota County, Florida.
10. Permanent Access Easement, recorded in Official Records Instrument #2013041223, of the Public Records of Sarasota County, Florida.
11. The nature, extent or existence of riparian rights or littoral rights is not insured.
12. Title to any submerged land included within the land described in this Policy is not insured.
13. Rights of upper and lower stream owners in and to the use of the waters of Myakkahatchee Creek and to the continued uninterrupted flow thereof.
14. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

THE WATERS AT NORTH PORT DEVELOPMENT MASTER PLANS



GENERAL LOCATION MAP



LOCATION MAP

SECTIONS 29 & 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST
NORTH PORT, FLORIDA

SITE INFORMATION

PROJECT AREA:	19.88 ACRES
PARCEL STRAP NO.:	0996002000
PARCEL ADDRESS:	5400 PAN AMERICAN BOULEVARD NORTH PORT, FL 34287
CURRENT ZONING:	PCD - PLANNED COMMUNITY DEVELOPEMENT
PROPOSED USE:	RESIDENTIAL MULTI-FAMILY (RMF)

PREPARED FOR:
ATLANTIC HOUSING FOUNDATION, INC.
4770 IBERIA AVE., SUITE 100
DALLAS, TEXAS 75207
(512) 582-7364

UTILITY SERVICE PROVIDERS

WATER: CITY OF NORTH PORT UTILITIES ADMINISTRATION OFFICE	6644 WEST PRICE BLVD. NORTH PORT, FL 34291 PHONE: (941) 240-8000
SEWER: CITY OF NORTH PORT UTILITIES ADMINISTRATION OFFICE	6644 WEST PRICE BLVD. NORTH PORT, FL 34291 PHONE: (941) 240-8000
ELECTRIC: FLORIDA POWER AND LIGHT	2245 MURPHY CT. NORTH PORT, FL 34289 PHONE: (800) 375-8490
PHONE: CENTURYLINK	4195 KINGS HIGHWAY PORT CHARLOTTE, FL 33980 PHONE: (941) 637-5141
CABLE: COMCAST	22266 EDGEWATER DRIVE PORT CHARLOTTE, FL 33980 PHONE: (800) 266-2278
FIRE PROTECTION: CITY OF NORTH PORT	4980 CITY CENTER BLVD. NORTH PORT, FL 34286 PHONE: (941) 240-8150
SOLID WASTE DISPOSAL: SOLID WASTE DISPOSAL	1100 NORTH CHAMBERLAIN BLVD. NORTH PORT, FL 34286 PHONE: (941) 240-8050

INDEX OF SHEETS

SHEET	TITLE
1	COVER SHEET
2	AERIAL
3	EXISTING CONDITIONS MAP
4	DEVELOPMENT MASTER PLAN
5	CONCEPTUAL DRAINAGE AND UTILITY PLAN
6	HURRICANE EVACUATION PLAN

PROJECT CONTACTS

CIVIL ENGINEER: BANKS ENGINEERING STEVEN R. SONBERG, P.E., P.S.M.	4161 TAMiami TRAIL - BLDG 5 UNIT 501 PORT CHARLOTTE, FLORIDA 33952 PHONE: (941) 625-1165
SURVEYOR: BANKS ENGINEERING STEVEN R. SONBERG, P.E., P.S.M.	4161 TAMiami TRAIL - BLDG 5 UNIT 501 PORT CHARLOTTE, FLORIDA 33952 PHONE: (941) 625-1165
ENVIRONMENTAL: IAN VINCENT & ASSOCIATES IAN M. VINCENT	4050 ROCK CREEK DRIVE PORT CHARLOTTE, FL 33948 PHONE: (941) 457-6272
ARCHITECT: CDC BUILDS CONSTRUCTION DEVELOPMENT CONSULTING	1956 LAGO VISTA BLVD. PALM HARBOR, FL 34685 PHONE: (727) 647-4000
LANDSCAPE ARCHITECT: JOHN T. SWEN, P.A.	P.O. BOX 494466 PORT CHARLOTTE, FL 33949 PHONE: (941) 626-7365
TRAFFIC ENGINEER: BANKS ENGINEERING STEVEN R. SONBERG, P.E., P.S.M.	4161 TAMiami TRAIL - BLDG 5 UNIT 501 PORT CHARLOTTE, FLORIDA 33952 PHONE: (941) 625-1165

BANKS ENGINEERING

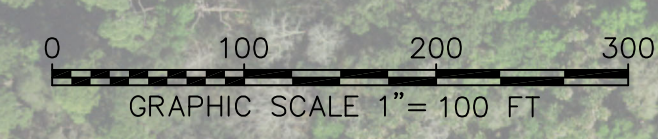
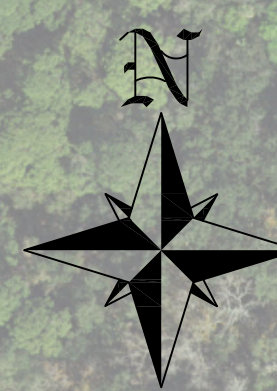
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

4161 TAMiami TRAIL - BLDG 5 UNIT 501
PORT CHARLOTTE, FLORIDA 33952
PHONE: (941) 625-1165 FAX: (941) 625-1149
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

STEVEN R. SONBERG, P.E., P.S.M.
FLORIDA LICENSE #92103

DEVELOPMENT MASTER PLAN #DMP-22-084

ALL ELEVATIONS ON CIVIL ENGINEERING PLANS REFERENCE: NAVD88			
NO.	DATE	REVISION DESCRIPTION	BY



**SUBJECT
PARCEL**

MYAKKAHATCHEE CREEK

PREPARED FOR:
ATLANTIC HOUSING FOUNDATION, INC.
4770 IBERIA AVE., SUITE 100
DALLAS TX, 75207
PHONE: (512) 582-7364

ALL ELEVATIONS ON CIVIL ENGINEERING PLANS REFERENCE: NAVD88

NO.	DATE	REVISION DESCRIPTION	DEA	BY
1	9/16/22	Rev. clubhouse area, buildings, entrance & lift station.	DEA	

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

4161 TAMAMI TRAIL - BLDG 5 UNIT 501
PORT CHARLOTTE, FLORIDA 33952
PHONE: (941) 625-1165 FAX: (941) 625-1149
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

STEVEN R. SONBERG, P.E., P.S.M.
FLORIDA LICENSE #92103

AERIAL
THE WATERS AT NORTH PORT
CITY OF NORT PORT, FLORIDA

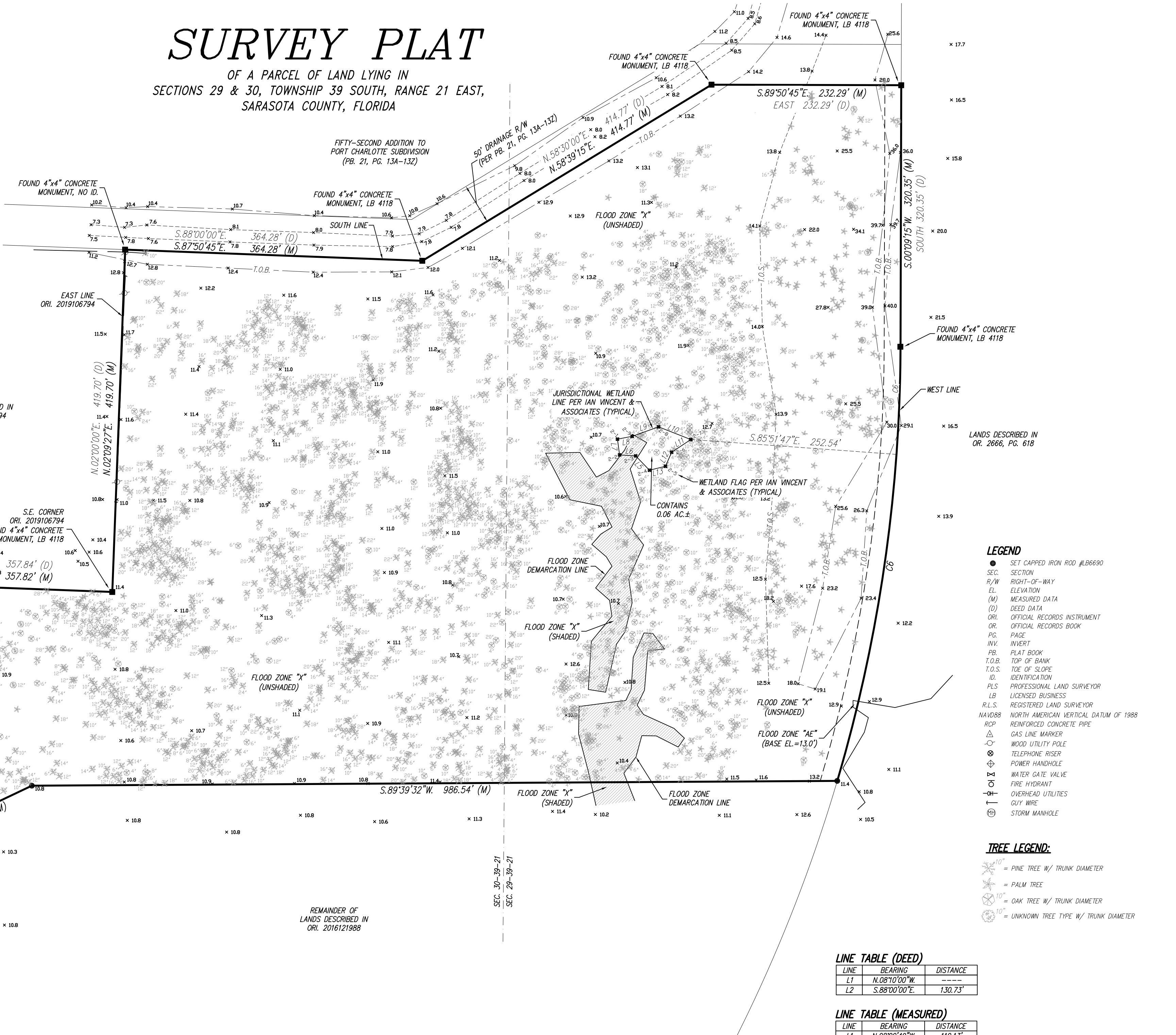
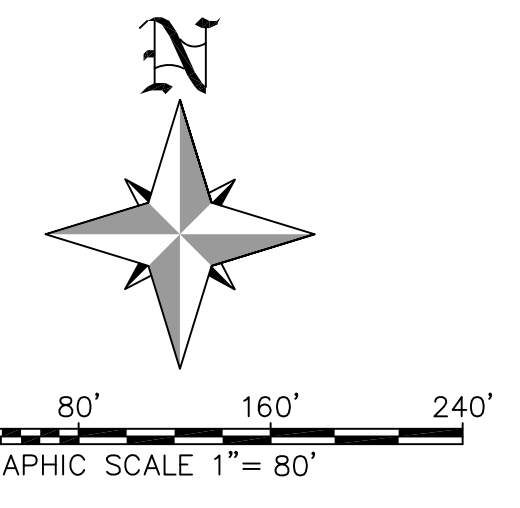
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
3-17-22	4081A	4081A-DMP		DEA		1"=100'	2

SURVEY PLAT

OF A PARCEL OF LAND LYING IN
SECTIONS 29 & 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST,
SARASOTA COUNTY, FLORIDA

NOTES:
THIS SURVEY PLAT IS PREPARED AS A BOUNDARY & TOPOGRAPHIC SURVEY AND IS NOT INTENDED TO DELINEATE ANY ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS, OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
WETLAND LOCATIONS DETERMINED BY IAN VINCENT & ASSOCIATES.
THIS SURVEY IS BASED ON CHICAGO TITLE INSURANCE COMPANY, COMMITMENT ORDER NO. 9770502, DATED 08/06/2021 AT 7:00 AM, AND EXISTING MONUMENTATION.
BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, SITE CODE "ANDE", WHEREIN THE EAST RIGHT-OF-WAY LINE OF NORTH PAN AMERICAN BOULEVARD BEARS N.1337°36'2".
BEARINGS AND DISTANCES AS SHOWN ON THE PARCEL BOUNDARY ARE MEASURED, UNLESS OTHERWISE INDICATED.
ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
THE SUBJECT PARCEL AS SHOWN HEREON IS LOCATED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP 1215C0386F, EFFECTIVE NOVEMBER 04, 2016. THE SUBJECT PARCEL LIES WITHIN FLOOD ZONE X (UNSHADED) (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), FLOOD ZONE X (SHADED) (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD), FLOOD ZONE "AE" (BASE FLOOD ELEVATION = 9.8'), AND FLOOD ZONE "AE" (BASE FLOOD ELEVATION = 13.0').
FLOOD ZONE DEMARCATION LINE SCALED FROM ABOVE MENTIONED NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP.
FLOOD ZONE DETERMINATION AS SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY. FEMA RELATED INFORMATION SHOULD BE VERIFIED WITH FEMA OR THE APPROPRIATE GOVERNING AUTHORITY BEFORE USE. BASE FLOOD ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) PER THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP.
ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) AND WERE DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) PUBLISHED BENCHMARK DESIGNATION "736", ELEVATION = 13.70 FEET (NAVD88).
ALL PLAT BOOKS AND OFFICIAL RECORD BOOKS SHOWN AND DESCRIBED ON THIS SURVEY PLAT ARE RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
UNDERGROUND IMPROVEMENTS, OTHER THAN AS SHOWN, IF ANY, WERE NOT LOCATED.
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.
PARCEL CONTAINS 19.88 ACRES, MORE OR LESS.
LAST DATE OF FIELD WORK: 2-24-2022 (BOUNDARY)
3-16-2022 (TREE LOCATION)
5-25-2022 (WETLAND FLAG LOCATION)

DESCRIPTION:
(PREPARED BY THIS FIRM)
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF SARASOTA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2016121988, SARASOTA COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF PAN AMERICAN BOULEVARD WITH THE NORTHERLY RIGHT-OF-WAY OF TAMiami TRAIL (A/K/A U.S. HIGHWAY 41 AND STATE ROAD 45); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD FOR THE FOLLOWING 5 COURSES: N.1337°36'2" FOR 734.42 FEET (FOR THE BASIS OF BEARINGS) TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 21°37'52", A CHORD BEARING OF N.02°48'20", AND A CHORD DISTANCE OF 166.13 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 166.12 FEET; THENCE N.08°10'00"W FOR 585.47 FEET TO THE POINT OF BEGINNING; THENCE N.08°10'00"W FOR 110.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 01°56'56", A CHORD BEARING OF N.07°11'31"W, AND A CHORD DISTANCE OF 25.85 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.85 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 1713, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 9°54'40", A CHORD BEARING OF S.82°26'41"E, AND A CHORD DISTANCE OF 35.94 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 40.10 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, A DELTA ANGLE OF 20°56'12", A CHORD BEARING OF S.87°30'43"E, A CHORD DISTANCE OF 265.27 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 266.75 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2004102281, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1684.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF S.82°26'41"E, AND A CHORD DISTANCE OF 312.16 FEET; THENCE ALONG THE SOUTH LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR 312.16 FEET; THENCE S.87°30'45"E ALONG SAID SOUTH LINE FOR 130.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°09'15"E ALONG THE EAST LINE OF SAID LANDS FOR 400.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2019106794, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.87°30'45"E ALONG THE SOUTH LINE OF SAID LANDS FOR 357.82 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N.02°09'15"E ALONG THE EAST LINE OF SAID LANDS FOR 419.70 FEET TO A POINT ON THE SOUTH LINE OF A 50 FEET WIDE DRAINAGE RIGHT-OF-WAY AS DEPICTED IN PLAT BOOK 21, PAGES 13A THROUGH 13Z, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 COURSES: S.87°30'45"E FOR 364.28 FEET; THENCE N.58°39'15"E FOR 414.77 FEET; THENCE S.89°50'45"E FOR 232.29 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES: S.00°09'15"W FOR 303.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1900.00 FEET, A DELTA ANGLE OF 16°15'51", A CHORD BEARING OF S.08°17'11"W, AND A CHORD DISTANCE OF 537.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 539.34 FEET; THENCE S.89°39'32"W FOR 986.54 FEET; THENCE S.64°34'17"W FOR 212.43 FEET; THENCE S.02°09'44"W FOR 140.81 FEET; THENCE N.87°30'45"W FOR 210.72 FEET; THENCE TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1764.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF N.82°26'41"W, AND A CHORD DISTANCE OF 332.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 332.71 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A DELTA ANGLE OF 20°56'12", A CHORD BEARING OF N.87°30'39"W, AND A CHORD DISTANCE OF 236.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 237.50 FEET; THENCE S.31°59'37"W FOR 39.39 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD AND THE POINT OF BEGINNING.
CONTAINS 19.88 ACRES, MORE OR LESS.



- LEGEND**
- SET CAPPED IRON ROD #LB6690
 - SEC. SECTION
 - R/W RIGHT-OF-WAY
 - EL. ELEVATION
 - (M) MEASURED DATA
 - (D) DEED DATA
 - ORI. OFFICIAL RECORDS INSTRUMENT
 - OR. OFFICIAL RECORDS BOOK
 - PC. PAGE
 - INV. INVERT
 - PB. PLAT BOOK
 - T.O.B. TOP OF BANK
 - T.O.S. TOP OF SLOPE
 - ID. IDENTIFICATION
 - PLS. PROFESSIONAL LAND SURVEYOR
 - LB. LICENSED BUSINESS
 - R.L.S. REGISTERED LAND SURVEYOR
 - NAVD88 NORTH AMERICAN VERTICAL DATUM OF 1988
 - RCP. REINFORCED CONCRETE PIPE
 - Δ GAS LINE MARKER
 - C- WOOD UTILITY POLE
 - ⊕ TELEPHONE RISER
 - ⊕ POWER HANDHOLE
 - ⊕ WATER GATE VALVE
 - ⊕ FIRE HYDRANT
 - ⊕ OVERHEAD UTILITIES
 - ⊕ GUY WIRE
 - ⊕ STORM MANHOLE
- TREE LEGEND:**
- ⊗ PINE TREE W/ TRUNK DIAMETER
 - ⊗ PALM TREE
 - ⊗ OAK TREE W/ TRUNK DIAMETER
 - ⊗ UNKNOWN TREE TYPE W/ TRUNK DIAMETER

LINE TABLE (DEED)

LINE	BEARING	DISTANCE
L1	N.08°10'00"W	110.13'
L2	S.88°00'00"E	130.73'

LINE TABLE (MEASURED)

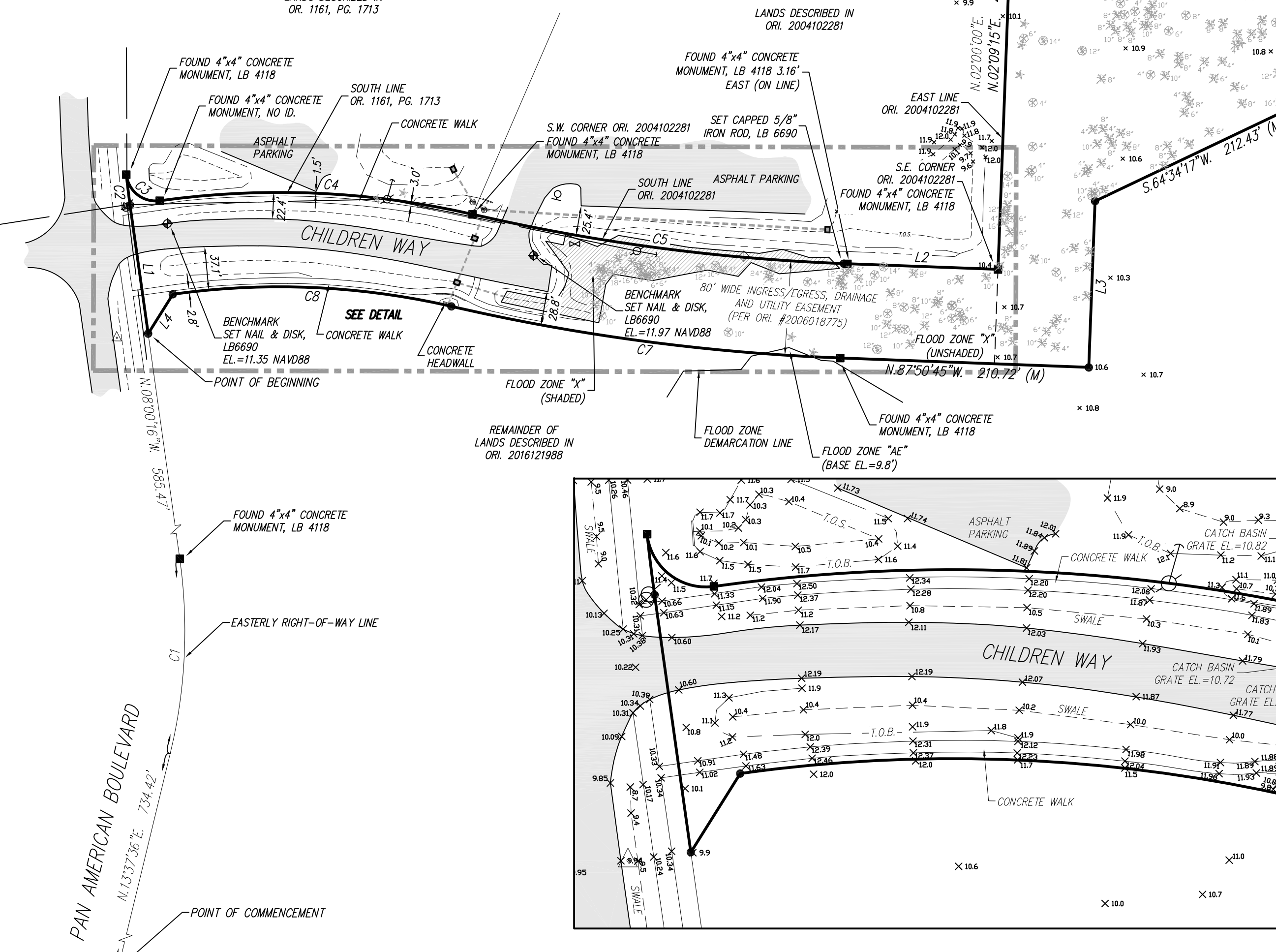
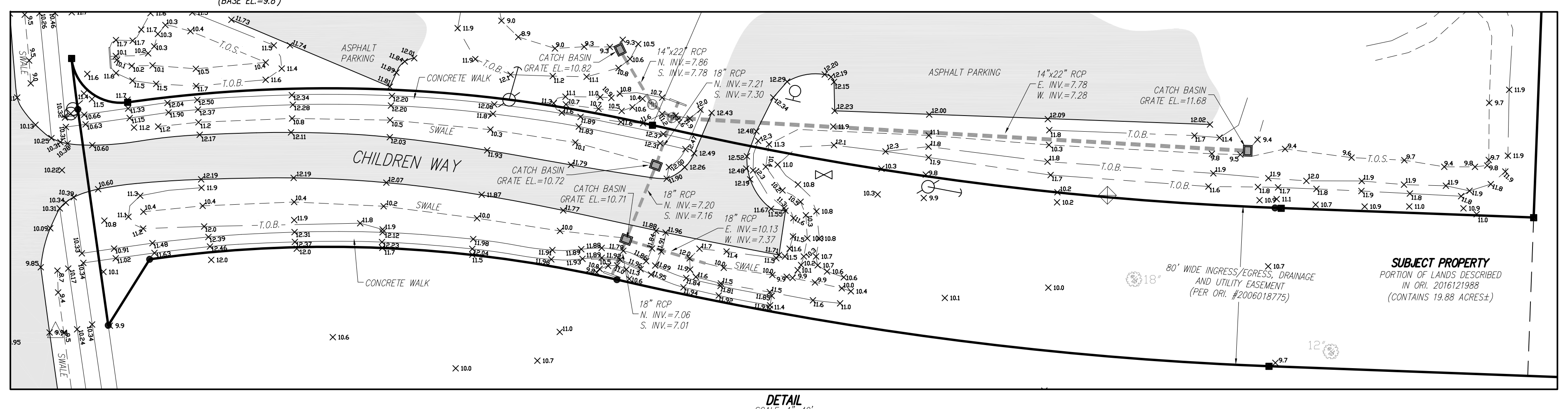
LINE	BEARING	DISTANCE
L1	N.08°10'00"W	110.13'
L2	S.87°30'45"E	130.73'
L3	S.02°09'44"W	140.81'
L4	S.31°59'37"W	39.39'
L5	N.43°34'45"W	24.35'
L6	N.86°30'12"W	19.73'
L7	N.07°11'31"W	19.48'
L8	N.79°21'01"E	18.33'
L9	N.70°5'46"E	34.34'
L10	S.89°39'32"E	42.51'
L11	S.56°04'35"W	28.17'
L12	S.23°52'16"W	18.82'
L13	S.76°15'26"W	20.18'

CURVE TABLE (DEED)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	760.00'	25.85'	25.85'	N.07°11'31"W	1°56'57"
C3	25.00'	40.10'	35.94'	S.82°26'41"E	9°54'40"
C4	730.00'	266.75'	265.27'	S.87°30'45"E	20°56'12"
C5	1684.74'	317.63'	317.16'	S.82°26'41"E	10°48'08"

CURVE TABLE (MEASURED)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	440.00'	166.12'	165.13'	N.02°48'20"E	21°37'52"
C2	760.00'	25.85'	25.85'	N.07°11'31"W	1°56'57"
C3	25.00'	40.10'	35.94'	S.82°26'41"E	9°54'40"
C4	730.00'	266.75'	265.27'	S.87°30'45"E	20°56'12"
C5	1684.74'	317.63'	317.16'	S.82°26'41"E	10°48'08"
C6	1900.00'	539.34'	537.54'	S.08°17'11"W	16°15'51"
C7	1764.74'	332.71'	332.22'	N.82°26'41"W	10°48'08"
C8	650.00'	237.50'	236.18'	N.87°30'39"W	20°56'04"
C9	1900.00'	132.07'	132.05'	N.02°09'44"E	3°56'58"



NOTE:
EXISTING CONDITIONS SHOWN HEREON IS BASED ON A SURVEY PERFORMED BY BANKS ENGINEERING, DATED 6/6/22.

PREPARED FOR:
ATLANTIC HOUSING FOUNDATION, INC.
4770 IBERIA AVE., SUITE 100
DALLAS TX, 75207
PHONE: (512) 582-7364

NO.	DATE	REVISION DESCRIPTION	BY

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
4161 TAMiami TRAIL - BLDG 5 UNIT 501
PORT CHARLOTTE, FLORIDA 33952
PHONE: (941) 625-1165 FAX: (941) 625-1149
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

STEVEN R. SONBERG, P.E., P.S.M.
FLORIDA LICENSE #92103

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
6-14-22	4081A	4081A-PGD-EX	JS	CDB	1"=80'	3	

EXISTING CONDITIONS MAP
THE WATERS AT NORTH PORT
CITY OF NORT PORT, FLORIDA

NOTE:

THE PROPERTY SHALL COMPLY WITH SECTION 53-115 OF THE UNIFIED LAND DEVELOPMENT CODE EXCEPT AS MODIFIED HEREIN.

SITE DATA TABLE:

PROPERTY AREA: 19.88 ACRES
 CURRENT ZONING: PCD - PLANNED COMMUNITY DEVELOPMENT
 ACTIVITY CENTER: ACTIVITY CENTER #1 (MEDITERRANEA)
 PROPOSED USE: RESIDENTIAL MULTI-FAMILY (RMF)

LANDUSE BREAKDOWN:

PROPERTY AREA: 19.88 Ac (100%)
 BUILDINGS: 2.59 Ac (13.0%)
 PAVEMENT & CONCRETE AREAS: 7.14 Ac (35.9%)
 LAKE: 3.34 Ac (16.8%)
 OPEN SPACE: 6.81 Ac (34.3%)
 DRY DETENTION: 1.03 Ac (5.2%)
 COMMON OPEN AREA (GREEN SPACE): 5.30 Ac (26.7%)
 PARK SPACE: 0.48 Ac (2.4%)

DENSITY:

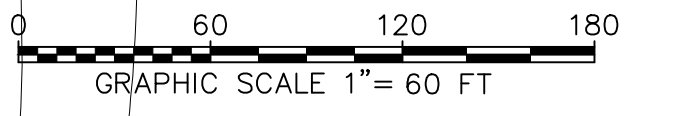
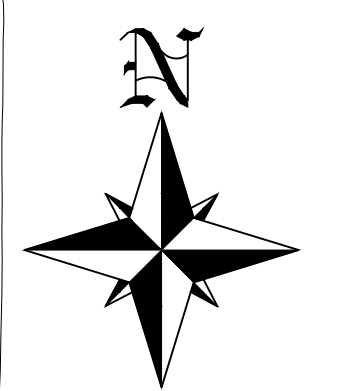
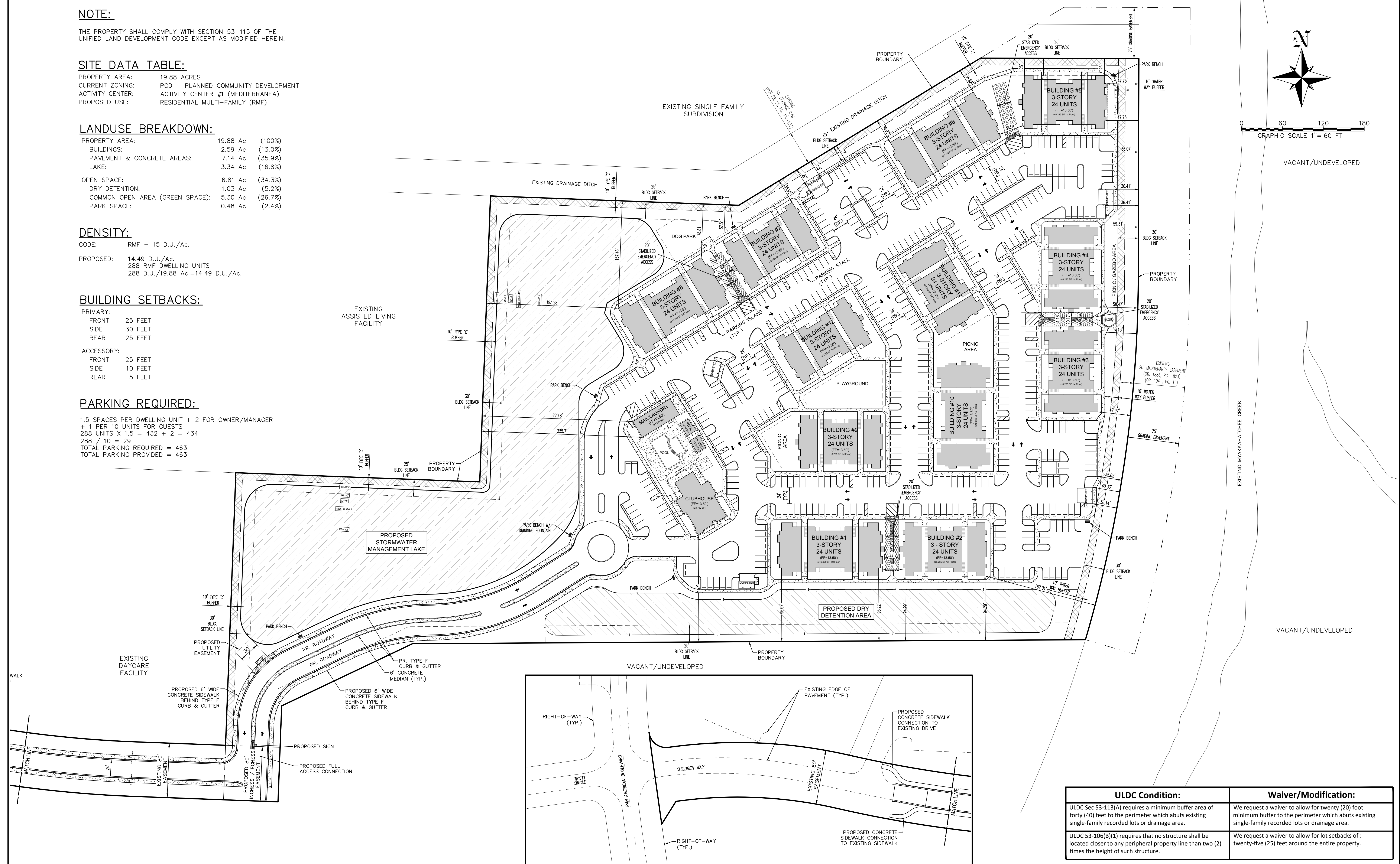
CODE: RMF - 15 D.U./Ac.
 PROPOSED: 14.49 D.U./Ac.
 288 RMF DWELLING UNITS
 288 D.U./19.88 Ac.=14.49 D.U./Ac.

BUILDING SETBACKS:

PRIMARY:
 FRONT 25 FEET
 SIDE 30 FEET
 REAR 25 FEET
 ACCESSORY:
 FRONT 25 FEET
 SIDE 10 FEET
 REAR 5 FEET

PARKING REQUIRED:

1.5 SPACES PER DWELLING UNIT + 2 FOR OWNER/MANAGER
 + 1 PER 10 UNITS FOR GUESTS
 288 UNITS X 1.5 = 432 + 2 = 434
 288 / 10 = 29
 TOTAL PARKING REQUIRED = 463
 TOTAL PARKING PROVIDED = 463



VACANT/UNDEVELOPED

VACANT/UNDEVELOPED

ULDC Condition:	Waiver/Modification:
ULDC Sec 53-113(A) requires a minimum buffer area of forty (40) feet to the perimeter which abuts existing single-family recorded lots or drainage area.	We request a waiver to allow for twenty (20) foot minimum buffer to the perimeter which abuts existing single-family recorded lots or drainage area.
ULDC 53-106(B)(1) requires that no structure shall be located closer to any peripheral property line than two (2) times the height of such structure.	We request a waiver to allow for lot setbacks of : twenty-five (25) feet around the entire property.

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 4770 IBERIA AVE., SUITE 100
 DALLAS TX, 75207
 PHONE: (512) 582-7364

ALL ELEVATIONS ON CIVIL ENGINEERING PLANS REFERENCE: NAVD88

NO.	DATE	REVISION DESCRIPTION	DEA	BY
1	9/16/22	Rev. clubhouse area, buildings, entrance & lift station.		

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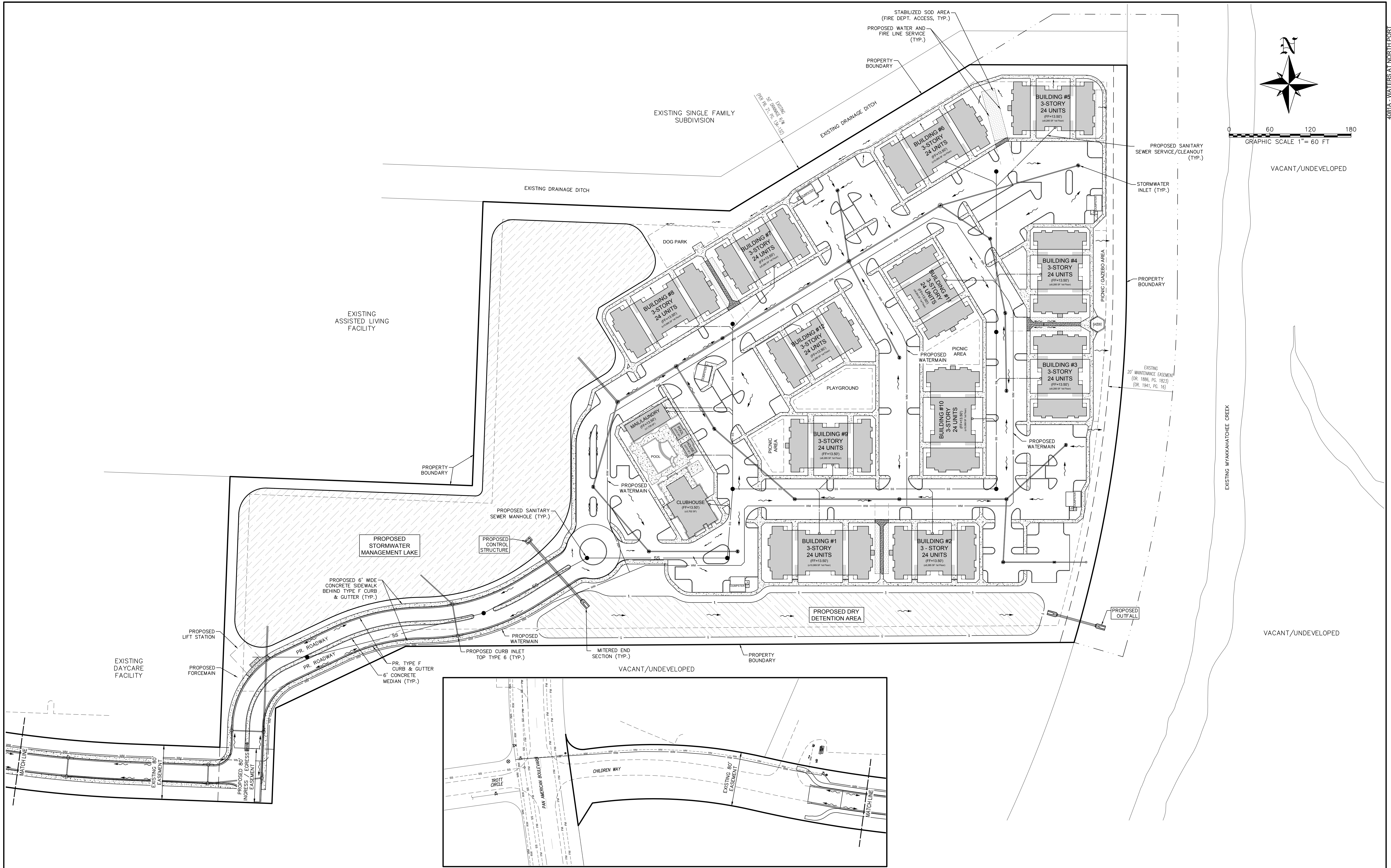
4161 TAMAMI TRAIL - BLDG 5 UNIT 501
 PORT CHARLOTTE, FLORIDA 33952
 PHONE: (941) 625-1165 FAX: (941) 625-1149
 ENGINEERING LICENSE # EB 6469
 SURVEY LICENSE # LB 6690
 WWW.BANKSENG.COM

STEVEN R. SONBERG, P.E., P.S.M.
 FLORIDA LICENSE #92103

DEVELOPMENT MASTER PLAN
THE WATERS AT NORTH PORT
 CITY OF NORT PORT, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
3-17-22	4081A	4081A-DMP		DEA		1"=60'	4

S:\PROJECTS\4081A\4081A\CONSTRUCTION\ENGINEERING\4081A-DMP - 092622.DWG 2/17/2023 2:31 PM GARY EMMETT



S:\PROJECTS\4081A\CONCEPTUALS\CONCEPTUALS\DWG\4081A-DMP - 092623.DWG 2/27/2023 9:58 AM DWY EWR/TS

PREPARED FOR:
ATLANTIC HOUSING FOUNDATION, INC.
 4770 IBERIA AVE., SUITE 100
 DALLAS TX, 75207
 PHONE: (512) 582-7364

ALL ELEVATIONS ON CIVIL ENGINEERING PLANS REFERENCE: NAVD88

NO.	DATE	REVISION DESCRIPTION	BY
1	9/16/22	Rev. clubhouse area, buildings, entrance & lift station.	DEA

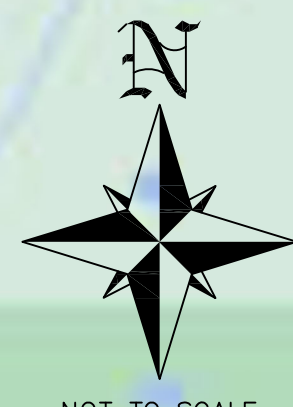
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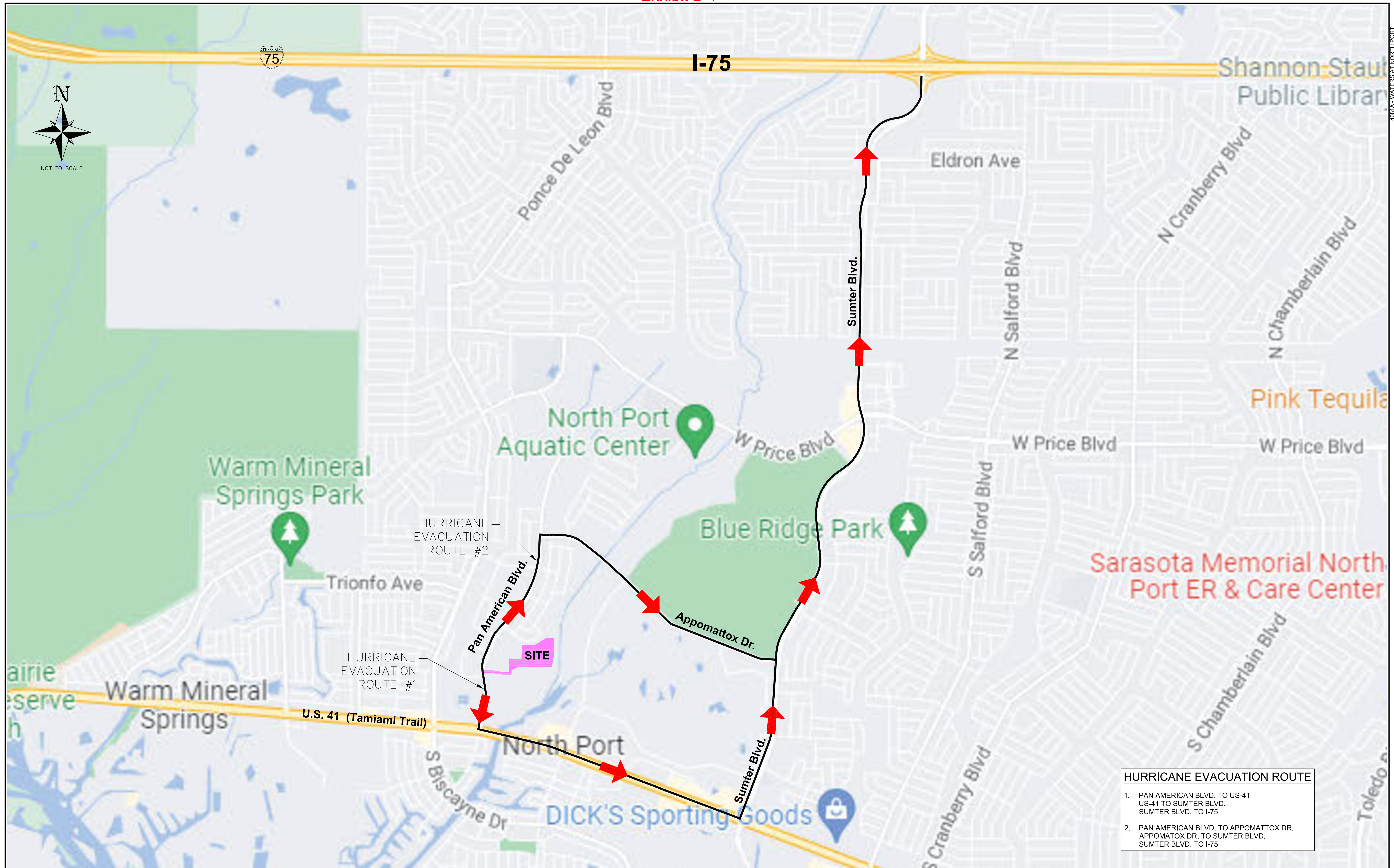
STEVEN R. SONBERG, P.E., P.S.M.
 FLORIDA LICENSE #92103

CONCEPTUAL DRAINAGE AND UTILITY PLAN									
THE WATERS AT NORTH PORT									
CITY OF NORT PORT, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET		
3-17-22	4081A	4081A-DMP		DEA		1"=60'	5		

4081A - WATERS AT NORTH PORT



NOT TO SCALE



- HURRICANE EVACUATION ROUTE**
1. PAN AMERICAN BLVD. TO US-41
US-41 TO SUMTER BLVD.
SUMTER BLVD. TO I-75
 2. PAN AMERICAN BLVD. TO APPOMATTOX DR.
APPOMATTOX DR. TO SUMTER BLVD.
SUMTER BLVD. TO I-75

PREPARED FOR:
ATLANTIC HOUSING FOUNDATION, INC.
4770 IBERIA AVE., SUITE 100
DALLAS TX, 75207
PHONE: (512) 582-7364

ALL ELEVATIONS ON CIVIL ENGINEERING PLANS REFERENCE: NAVD88

NO.	DATE	REVISION DESCRIPTION	BY

BANKS ENGINEERING
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STEVEN R. SONBERG, P.E., P.S.M.
FLORIDA LICENSE #92103

HURRICANE EVACUATION PLAN
THE WATERS AT NORTH PORT
CITY OF NORT PORT, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
9-16-22	4081A	4081A-DMP	DEA	DEA	DEA	N.T.S.	6

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4081A - WATERS AT NORTH PORT



V-2



V-1

WELCOME

WATERS AT NORTH PORT
 NORTH PORT, FL

ENTRY AND TOP DOWN VIEW

SCALE: 1/2" = 1'-0"

SHEET #:
EX.0A



V-4

CLUBHOUSE REAR



V-3

CLUBHOUSE FRONT



V-10

POOL HOUSE



V-7

CLUBHOUSE REAR



V-9

LAUNDRY / MAINTENANCE



V-8

GAZEBO



V-6

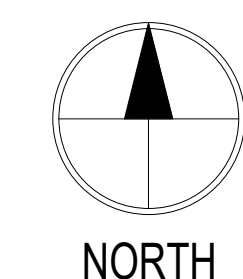
CLUBHOUSE AT POOL

SITE AMENITIES SCHEDULE

Type Mark	General Description (Refer to Ex. 1B for Detailed Description of Items)
A	PICNIC TABLE
B	BENCH
C	BIKE RACK
D	POOL FENCE
E	PARK GRILL
F	DOG WASTE STATION
G	TRASH RECEPTICLE
H	RAILED FENCE
I	PLAYGROUND EQUIPMENT
J	SWINGS
K	PLAY EQUIPMENT (NECTAR THE BEE)
L	FENCE AT PLAYGROUND
M	CLOCK



NOTE:
SITE PLAN SUBJECT TO ENGINEERING DESIGN / REVIEW.



PLAN CONTENT NOTE:
THIS PLAN IS PART OF AN OVERALL SET OF PLANS. THIS SHEET IS CONSIDERED INVALID UNLESS ACCOMPANIED BY ALL OTHER DRAWINGS IN THE SET OF PLANS ON THE JOB SITE OR FOR BIDDING PURPOSES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE SET OF PLANS TO ALL THOSE CONDUCTING WORK ON THIS PROJECT.

Exhibit B-2

ENGINEER STATEMENT:
TO THE BEST OF THE
ENGINEER'S KNOWLEDGE AND
BELIEF, THE PLANS AND
SPECIFICATIONS COMPLY WITH
THE FLORIDA BUILDING CODE AS
REFERENCED WITHIN THE PLANS

STEPHEN G. THOMPSON AIA, PE
PE 30638/AIA 30061180

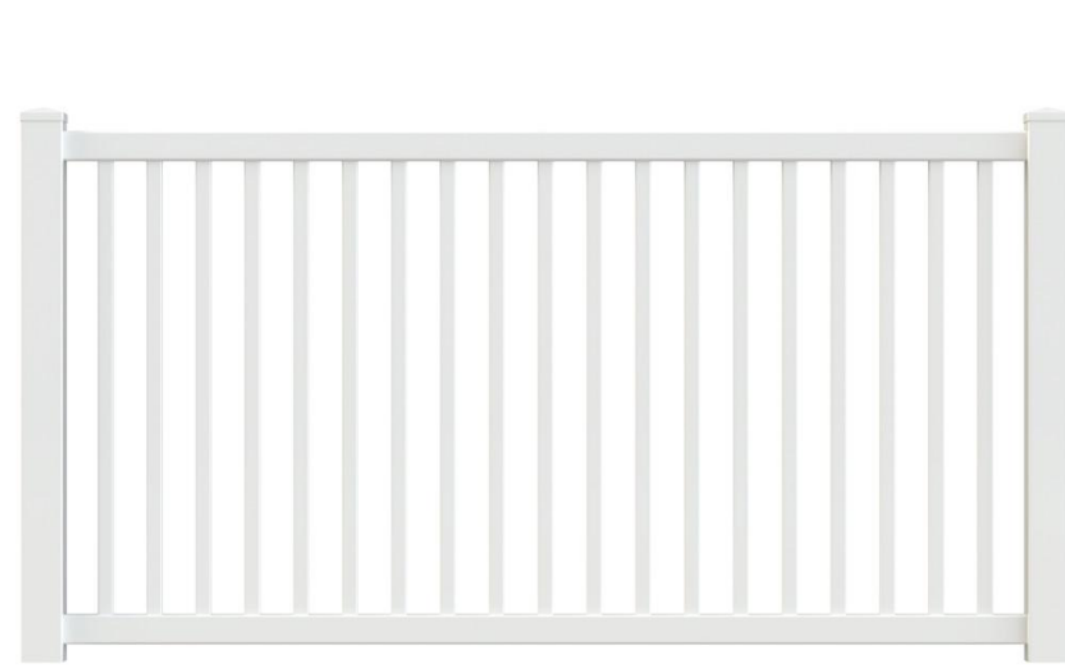


~V-5

MANUFACTURER: ELECTRIC TIME
MODEL NUMBER: PSTCLK-LGHOWARD
(Or Similar)

SPECIFICATIONS:
4-Dial Clock
18'-6" High

M CLOCK
EX.1B/ NTS



MANUFACTURER: SUPERIOR PLASTIC PRODUCTS
MODEL NUMBER: VICTORIAN, SPPIG180928

SPECIFICATIONS:
Height Options: 36" | 48" | 60" | 72"
Mid-Rail Height Options: 60" | 72"
Length Options: 6' | 8'

L FENCE AT PLAYGROUND
EX.1B/ NTS



MANUFACTURER: LITTLE TIKES COMMERCIAL
MODEL NUMBER: M00000961

SPECIFICATIONS:
Age Group: 2-12
Space Required: 18'-0" x 16'-0"
Weight: 118 lb
Play Activities: 1
Certification: CPSC, CSA

K NECTAR THE BEE
EX.1B/ NTS



MANUFACTURER: LITTLE TIKES COMMERCIAL
MODEL NUMBER: 200096626

SPECIFICATIONS:
Age Group: 2-12
Space Required: 32'-0" x 24'-0"
Weight: 245.88 lb
Certification: ASTM, CPSC, CSA

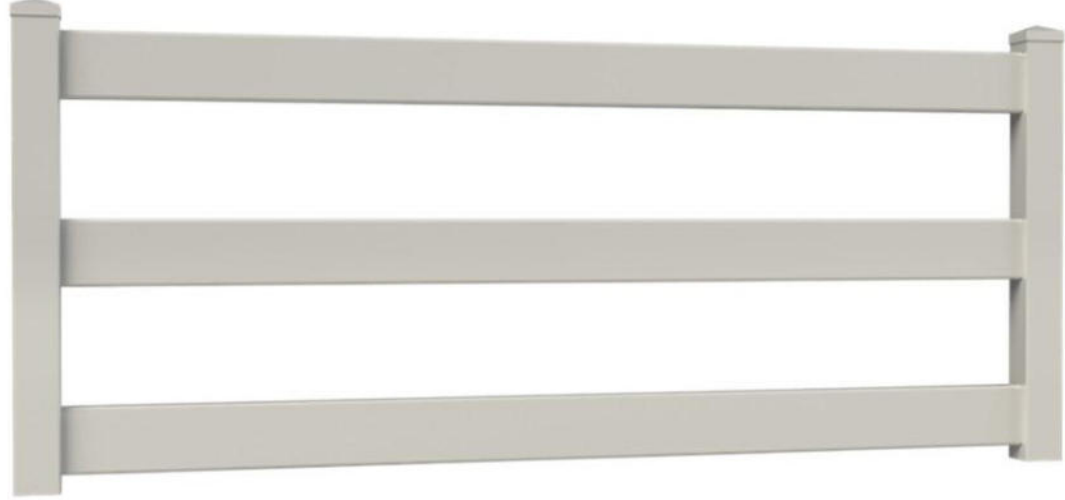
J SWINGS
EX.1B/ NTS



MANUFACTURER: LITTLE TIKES COMMERCIAL
MODEL NUMBER: PB20-72205

SPECIFICATIONS:
Age Group: 2-12
Space Required: 41'-0" x 31'-0"
Fall Height: 5'-4"
Deck Height: 64"
Weight: 4263 lb
Play Activities: 9
Certification: ASTM, CPSC, CSA

I PLAYGROUND EQUIPMENT
EX.1B/ NTS



MANUFACTURER: SUPERIOR PLASTIC PRODUCTS
MODEL NUMBER: SPPIG180928

SPECIFICATIONS:
Height Option: 48"
Rail Options: 1.5" x 5.5" | 2" x 6"
Length Option: 8'

H RAILED FENCING
EX.1B/ NTS



MANUFACTURER: COMMERCIAL SITE FURNISHINGS
MODEL NUMBER: CF-076-GG7ET

SPECIFICATIONS:
Trash Can: 27 1/2" W x 32" H (32 gal.)
Slats: 2" Wide
Opening: 9/16"
Weight: 160 lbs.

G TRASH RECEPTACLE
EX.1B/ NTS



MANUFACTURER: COMMERCIAL SITE FURNISHINGS
MODEL NUMBER: CF-715-X9B4Z

SPECIFICATIONS:
13" L x 10" W x 77" H
33 lbs.

F DOG WASTE STATION
EX.1B/ NTS



MANUFACTURER: COMMERCIAL SITE FURNISHINGS
MODEL NUMBER: CF-076-NUQYB

SPECIFICATIONS:
Construction: Solid galvanized steel
Adjustable with 4 cooking levels
Hot plate grate
Heat and rust-resistant black enamel
Assembled Dimensions: 25" x 36 inches
Firebox Dimensions: 10"H x 20"W x 15"D

E PARK GRILL
EX.1B/ NTS

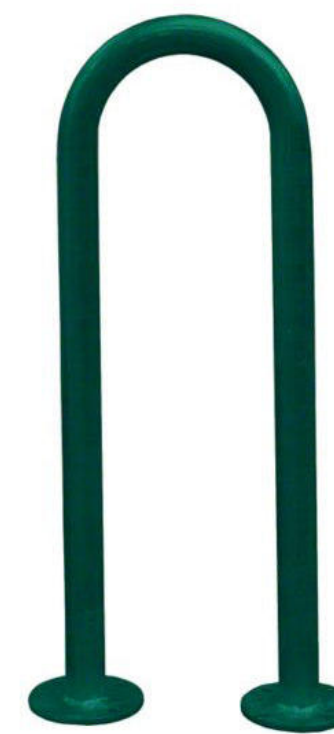


MANUFACTURER: SUPERIOR PLASTIC PRODUCTS
MODEL NUMBER: VICTORIAN, SPPIG180928

SPECIFICATIONS:
Height Options: 36" | 48" | 60" | 72"
Mid-Rail Height Options: 60" | 72"
Pool Code Compliant Height Options*: 48" | 60" | 72"
Length Options: 6' | 8'

D POOL FENCE
EX.1B/ NTS

NOTE:
THIS ITEM SHALL BE INSTALLED IN
SERIES TO ACCOMMODATE
MULTIPLE BIKES.



MANUFACTURER: COMMERCIAL SITE FURNISHINGS
MODEL NUMBER: CF-076-T7M9L

SPECIFICATIONS:
Assembled Dimensions: 14.75" x 40.25 inches
2 3/8" outside diameter schedule 40 steel pipe
Thermoplastic coating on bicycle rack

C BIKE RACK
EX.1B/ NTS



MANUFACTURER: COMMERCIAL SITE FURNISHINGS
MODEL NUMBER: CF-076-QLBLQ

SPECIFICATIONS:
Bench: 48"L x 12"W x 18"H
Seat: 12"D x 18"H
Legs: 2 1/2" Thick
Weight: 70 lbs.

B BENCH
EX.1B/ NTS



MANUFACTURER: COMMERCIAL SITE FURNISHINGS
MODEL NUMBER: CF-076-7YNNX

SPECIFICATIONS:
48"L x 69"W x 29.5"H
Seat: 11.5"W x 16"H x 2" Thick
Weight: 185 lbs.
Table Top: 30"W x 29.5"H x 2" Thick
Space Between Seat and Table: 8"
Tubing: 2 3/8"

A PICNIC TABLE
EX.1B/ NTS

NOTE:
DUE TO AVAILABILITY ISSUES, ITEMS DEPICTED HEREIN ARE SUBJECT TO CHANGE. THIS INCLUDES MANUFACTURER, SPECIFICATIONS, SIZES, COLORS AND CONFIGURATIONS. IN THE EVENT ITEMS CANNOT BE OBTAINED EITHER BECAUSE AVAILABILITY OR TIME FRAME FOR DELIVERY, ITEMS MAY BE SUBSTITUTED WITH THE CLOSEST POSSIBLE EQUIVELANT VERSION BY ANOTHER MANUFACTURER OR ANOTHER OFFERED AVAILABLE ITEM.

SITE AMENITIES DETAILS

SCALE: NTS

REVISIONS

ACCEPTED BY:
NORTHPORT, FL
WATERS AT NORTH PORT

DRAWN: AVF
CHECKED: SJT
PROJECT NO.:
ISSUED FOR: REVIEW
ISSUE DATE: 06/24/22

SHEET #:
EX.1B



④ NORTH ELEVATION
3/16" = 1'-0"



③ SOUTH ELEVATION
3/16" = 1'-0"



② EAST ELEVATION
3/16" = 1'-0"



① WEST ELEVATION
3/16" = 1'-0"

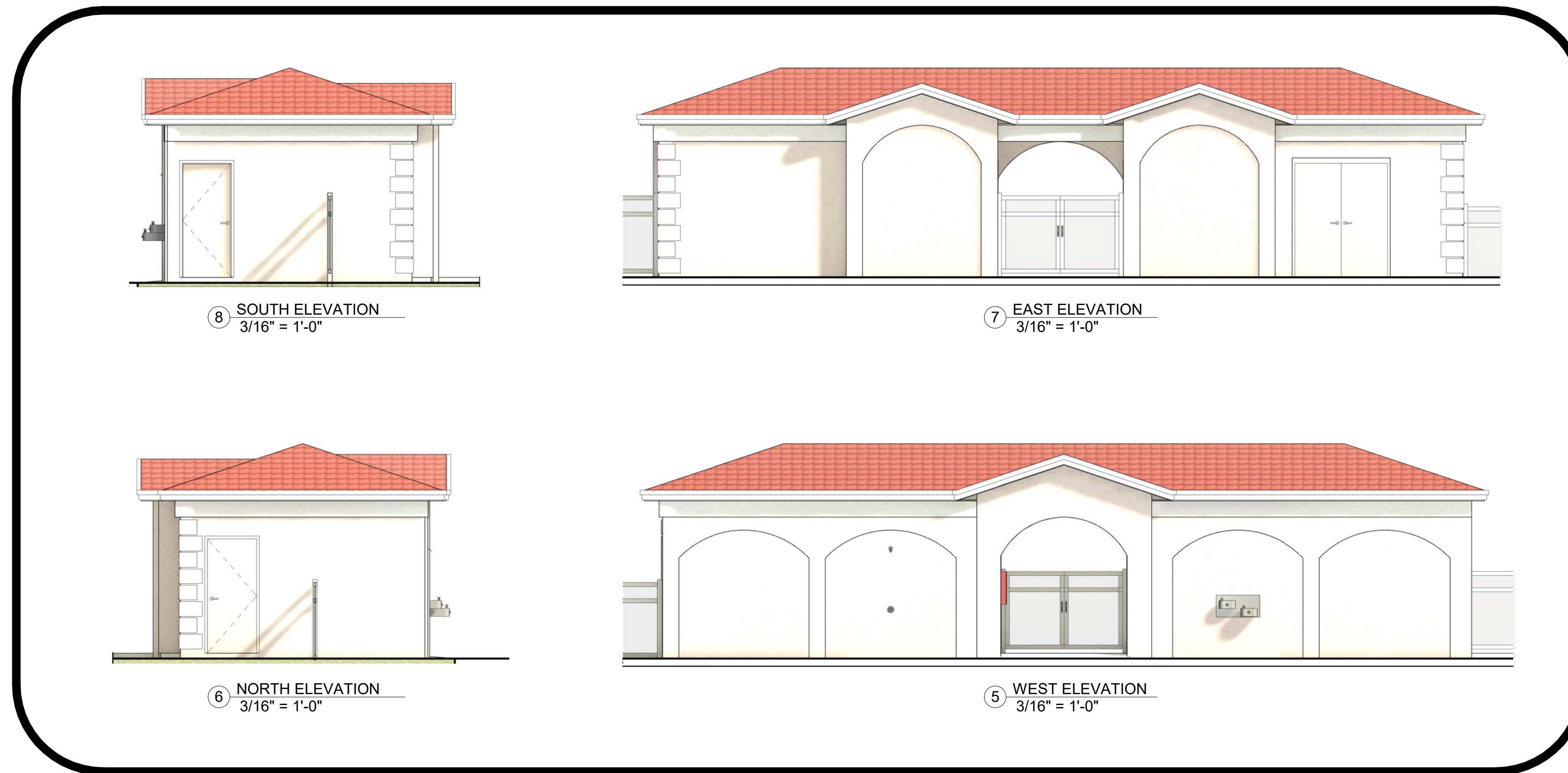
COLOR KEY

	PRIMARY / MAIN FIELD COLOR PALE PINK SW 9696 (OR EQUAL)
	SECONDARY / OFFSET COLOR PINK SHADOW SW 0070 (OR EQUAL)
	TRIM / BORDER COLOR NATURAL WHITE SW 9542 (OR EQUAL)
	ROOF TILE SEVILLA RANGE 39508 (OR EQUAL)

COLOR PRESENTATION NOTES:
VISUAL REPRESENTATION OF COLOR PROVIDED HEREIN MAY VARY DUE TO METHOD OF VIEW.
COMPUTER MONITOR TYPE MAY AFFECT SHADE, HUE, ETC.
PRINTING METHODS MAY ALSO AFFECT PRESENTATION BASED UPON BRAND, TYPE AND CHOSEN PAPER MEDIA.
REFER TO SPEC# FOR CHOSEN COLORS REPRESENTED IN THE "REAL WORLD".

"NOTE"
LIMITATIONS AND METHODS OF SOFTWARE USED TO CREATE THESE DOCUMENTS MAY MAKE COLORS IN THE ELEVATIONS IN SOME VIEWS APPEAR IN DIFFERENT SHADES DEPENDING UPON VIEW. **COLOR KEY** HEREIN SHALL REPRESENT THE ACTUAL INTENDED COLORS.

CLUBHOUSE ELEVATIONS

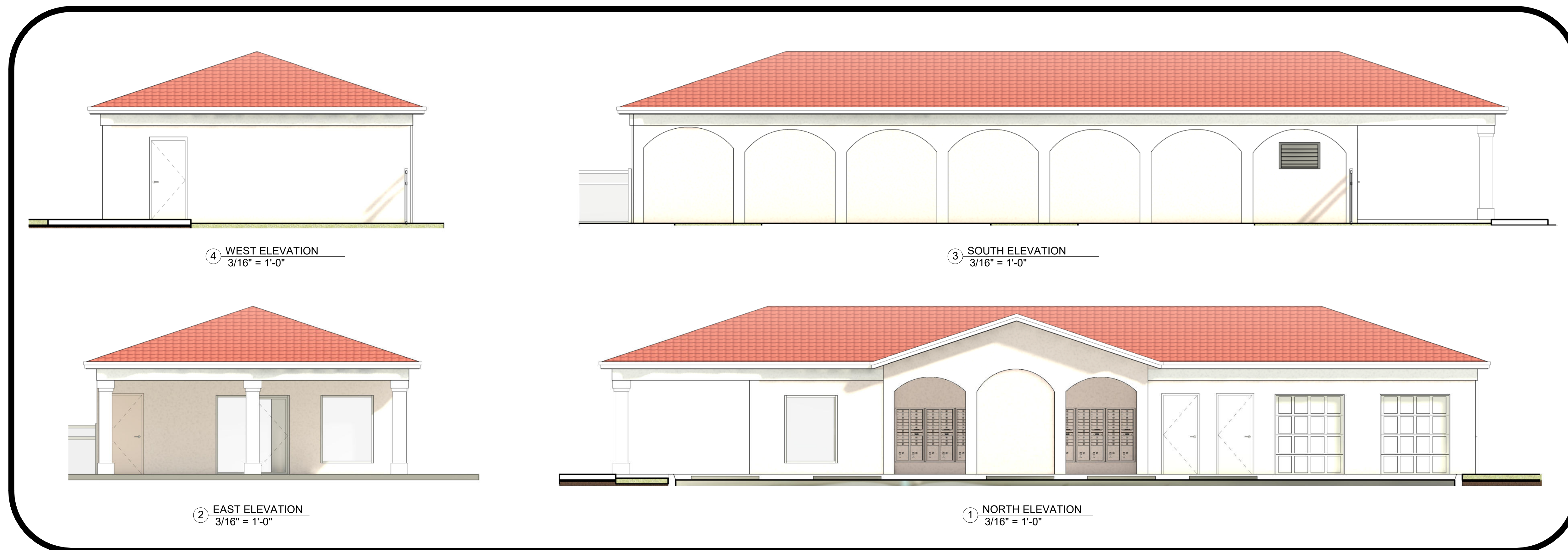


COLOR KEY

	PRIMARY / MAIN FIELD COLOR PALE PINK SW 9696 (OR EQUAL)
	SECONDARY / OFFSET COLOR PINK SHADOW SW 0070 (OR EQUAL)
	TRIM / BORDER COLOR NATURAL WHITE SW 9542 (OR EQUAL)
	ROOF TILE SEVILLA RANGE 39508 (OR EQUAL)

COLOR PRESENTATION NOTES:
VISUAL REPRESENTATION OF COLOR PROVIDED HEREIN MAY VARY DUE TO METHOD OF VIEW.
COMPUTER MONITOR, TYPE MAY AFFECT SHADE, HUE, ETC.
PRINTING METHODS MAY ALSO AFFECT PRESENTATION BASED UPON BRAND, TYPE AND CHOSEN PAPER MEDIA.
REFER TO SPEC FOR CHOSEN COLORS REPRESENTED IN THE "REAL WORLD".
NOTE
LIMITATIONS AND METHODS OF SOFTWARE USED TO CREATE THESE DOCUMENTS MAY MAKE COLORS IN THE ELEVATIONS IN SOME VIEWS APPEAR IN DIFFERENT SHADES DEPENDING UPON VIEW. COLOR KEY HEREIN SHALL REPRESENT THE ACTUAL INTENDED COLORS.

POOL HOUSE ELEVATIONS



LAUNDRY, MAIL, MAINTENANCE BLDG. ELEVATIONS



V-12

V-11

BUILDING TYPE B

BUILDING TYPE A



② TYPE "A" SIDE ELEVATION
3/16" = 1'-0"

COLOR KEY

	PRIMARY / MAIN FIELD COLOR PALE PINK SW 9696 (OR EQUAL)
	SECONDARY / OFFSET COLOR PINK SHADOW SW 0070 (OR EQUAL)
	TRIM / BORDER COLOR NATURAL WHITE SW 9542 (OR EQUAL)
	ROOF TILE SEVILLA RANGE 39508 (OR EQUAL)

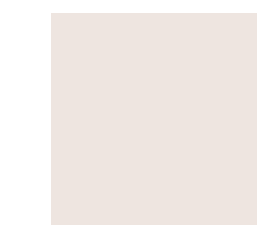

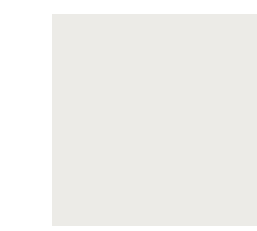
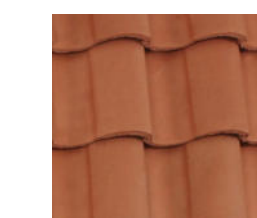
COLOR PRESENTATION NOTES:
VISUAL REPRESENTATION OF COLOR PROVIDED HEREIN MAY VARY DUE TO METHOD OF VIEW.
COMPUTER MONITOR TYPE MAY AFFECT SHADE, HUE, ETC.
PRINTING METHODS MAY ALSO AFFECT PRESENTATION BASED UPON BRAND, TYPE AND CHOSEN PAPER MEDIA.
REFER TO SPEC FOR CHOSEN COLORS REPRESENTED IN THE "REAL WORLD."
"NOTE"
LIMITATIONS AND METHODS OF SOFTWARE USED TO CREATE THESE DOCUMENTS MAY MAKE COLORS IN THE ELEVATIONS IN SOME VIEWS APPEAR IN DIFFERENT SHADES DEPENDING UPON VIEW. COLOR KEY HEREIN SHALL REPRESENT THE ACTUAL INTENDED COLORS.



① TYPE "A" FRONT ELEVATION
3/16" = 1'-0"

BUILDING TYPE A - 24 UNITS

COLOR KEY

	PRIMARY / MAIN FIELD COLOR PALE PINK SW 9696 (OR EQUAL)
	SECONDARY / OFFSET COLOR PINK SHADOW SW 0070 (OR EQUAL)
	TRIM / BORDER COLOR NATURAL WHITE SW 9542 (OR EQUAL)
	ROOF TILE SEVILLA RANGE 39508 (OR EQUAL)

COLOR PRESENTATION NOTES:
VISUAL REPRESENTATION OF COLOR PROVIDED HEREIN MAY VARY DUE TO METHOD OF VIEW.
COMPUTER MONITOR TYPE MAY AFFECT SHADE, HUE, ETC.
PRINTING METHODS MAY ALSO AFFECT PRESENTATION BASED UPON BRAND, TYPE AND CHOSEN PAPER MEDIA.
REFER TO SPEC FOR CHOSEN COLORS REPRESENTED IN THE 'REAL WORLD'.
NOTE
LIMITATIONS AND METHODS OF SOFTWARE USED TO CREATE THESE DOCUMENTS MAY MAKE COLORS IN THE ELEVATIONS IN SOME VIEWS APPEAR IN DIFFERENT SHADES DEPENDING UPON VIEW. COLOR KEY HEREIN SHALL REPRESENT THE ACTUAL INTENDED COLORS.



② TYPE "B" SIDE ELEVATION
3/16" = 1'-0"



① TYPE "B" FRONT ELEVATION
3/16" = 1'-0"

BUILDING TYPE A - 24 UNITS



PUBLISHER’S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Melinda Prescott, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

02/02/23

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

A neighborhood workshop will be held to discuss a request to the City of North Port for a Development Master Plan Approval of a Residential Multi-family development consisting of 288 units. The parcel is situated at the east extension of Children’s Way, off Pan American Boulevard. The current site address is 5300 Pan American Boulevard, North Port, Florida 34287.

The neighborhood workshop will be held on Monday, February 13, 2023 at 2:00 PM (Eastern Time Zone) via a Microsoft Teams Meeting. This is not a public hearing. The purpose of the meeting is to inform neighboring residents of the nature of the proposal, discuss the concept plan, and to seek comments.

Access the meeting: This virtual meeting will be broadcast live for members of the public to view online via Microsoft Teams at <https://bit.ly/3RjxaKa> The public may listen to the audio via phone by dialing **(866) 633-5703**. When the conference ID is requested, please enter **433200701** and then press the # key.

Publish: 02/02/2023
216595 3878108

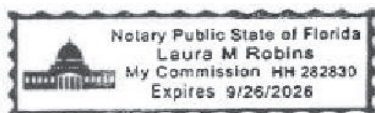
Melinda Prescott

(Signature of Affiant)

Sworn and subscribed before me this 2nd day of February, 2023

Laura M Robins

(Signature of Notary Public)



Personally known X OR Produced Identification

Exhibit C

NEIGHBORHOOD WORKSHOP

Date: Monday, February 13, 2023
Time: 2:00 PM (Eastern Time Zone)
Via: Microsoft Teams Meeting
Re: Proposed Development Master Plan

A neighborhood workshop will be held to discuss a request to the City of North Port for a Development Master Plan approval of a Residential Multi-family development consisting of 288 units. The parcel is situated at the east extension of Children's Way, off Pan American Boulevard. The current site address is 5300 Pan American Boulevard, North Port, Florida 34287. The subject property is currently vacant and zoned Planned Community Development (PCD). The neighborhood workshop will be held on Monday, February 13, 2023 at 2:00 PM (Eastern Time Zone) via a Microsoft Teams Meeting. You may connect by visiting <https://bit.ly/3RjxaKa> or calling **(866) 633-5703** and entering **conference ID: 433200701#**. This is not a public hearing. The purpose of the meeting is to inform neighboring residents of the nature of the proposal, discuss the concept plan, and to seek comments. If you have questions, please contact Banks Engineering at (941) 625-1165.

Exhibit C

A neighborhood workshop will be held to discuss a request to the City of North Port for a Development Master Plan Approval of a Residential Multi-family development consisting of 288 units. The parcel is situated at the east extension of Children's Way, off Pan American Boulevard. The current site address is 5300 Pan American Boulevard, North Port, Florida 34287.

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Exhibit D

DMP 22-084, Fiscal Impact Analysis

		Year 1	Year 2	Year 3	Year 4	Year 5
<i>Costs</i>	General Governmental Services	\$ 377,856	\$ 385,413	\$ 393,121	\$ 400,984	\$ 409,003
	Utility Services	\$ 318,528	\$ 324,899	\$ 331,397	\$ 338,024	\$ 344,785
	<i>Total Costs:</i>	\$ 696,384	\$ 710,312	\$ 724,518	\$ 739,008	\$ 753,788
<i>Revenue</i>	Property Ad Valorem	\$ 66,577	\$ 69,266	\$ 70,652	\$ 72,065	\$ 73,506
	Miscellaneous Taxes & Fees	\$ 550,944	\$ 570,998	\$ 591,783	\$ 613,324	\$ 635,649
	Utility Franchise Fees	\$ 29,376	\$ 30,445	\$ 31,553	\$ 32,702	\$ 33,892
	Utility Revenue	\$ 293,472	\$ 304,154	\$ 315,226	\$ 326,700	\$ 338,592
	Communications Services Taxes	\$ 14,976	\$ 15,521	\$ 16,086	\$ 16,672	\$ 17,278
	Utility Service Taxes	\$ 8,064	\$ 8,358	\$ 8,662	\$ 8,977	\$ 9,304
	State Shared Revenue	\$ 85,824	\$ 88,948	\$ 92,186	\$ 95,541	\$ 99,019
	Impact Fees	\$ 376,992	\$ 376,992	\$ 376,992	\$ 376,992	\$ 376,992
<i>Total Revenue:</i>	\$ 1,426,225	\$ 1,464,683	\$ 1,503,139	\$ 1,542,972	\$ 1,584,232	
<i>Net Fiscal Impact:</i>	\$ 729,841	\$ 754,371	\$ 778,621	\$ 803,964	\$ 830,444	

DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT SERVICES
PLANNING AND ZONING DIVISION
DIRECTOR'S ADMINISTRATIVE INTERPRETATION

File No. PZ2022-000X
Date Issued: January 24, 2022
Subject: Residential land use restrictions for affordable housing developments in Activity Centers.
Code References: City of North Port Comprehensive Plan; Adopted June 27, 2017; Chapter 2: Future Land Use Policy 2.24. (Page 2-19)
City of North Port Unified Land Development Code: Sections 55-15, 55-20, 55-31, 55-36, 55-41, 55-50, 55-56, and 55-61
Zoning Designation: PCD – Planned Community Development; (Within Activity Centers) RMF-Residential Multi-Family

Background:

City staff have received several inquiries concerning the feasibility of affordable housing developments. The specific question is how does the permitted residential use allocation for Activity Centers apply to affordable housing units? It is important that the provisions of the City of North Port Unified Land Development Code (ULDC) are read collectively with the provisions of the policies and goals of the Comprehensive Plan. This interpretation relies on existing criteria in the City of North Port's Ordinances and the State of Florida's regulations.

Findings of Fact:

City of North Port Comprehensive plan; Adopted June 27, 2017; Chapter 2: Future Land Use Policy 2.24. (Page 2-19)“Due to the fiscal importance of Activity Centers to the City’s overall financial sustainability the geographic size of the Activity Centers shall not be decreased. In addition, any change of land use in the Activity Centers that does not further the financial sustainability of the City shall be prohibited. Land use changes for more residential use than is already permitted within the Activity Centers shall be prohibited, with the exception of projects that include loft apartments or similar mixed uses that provide low-income housing.”

Analysis:

There are provisions included in the ULDC governing the land use mix in Activity Centers, specifically limiting the quantity of residential uses within the Activity Centers. These limitations are included in ULDC Sections 55-15, 55-20, 55-31, 55-36, 55-41, 55-50, 55-56, and 55-61.

Policy 2.24 (Page 2-19) of the City’s Comprehensive Plan, outlined above, excludes uses providing low-income housing from these limits within the ULDC. It states land use changes for more residential than is already permitted within the Comprehensive Plan and ULDC are prohibited other than projects with low income housing.

Exhibit E

Therefore, an affordable housing project that is located within an Activity Center that has reached its residential limit may exceed that limit.

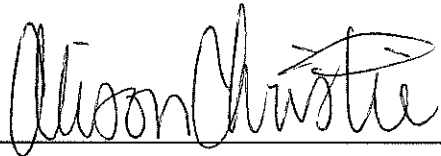
Conclusion:

1. The intent of Future Land Use Policy 2.24, is to allow the development of low-income housing within Activity Centers regardless of the existing land use mix.
2. The intent of Future Land Use Policy 2.24 is only to allow residential use to exceed the land use matrix already permitted within the Activity Centers, if the residential units provided are affordable housing units.

Decision:

Affordable Housing is permitted to exceed the existing permitted residential land use allotment provided in the City of North Port Unified Land Development Code: Sections 55-15, 55-20, 55-31, 55-36, 55-41, 55-50, 55-56, and 55-61.

Affordable Housing Units within the residential land use allotment provided within the City of North Port Unified Land Development Code: Sections 55-15, 55-20, 55-31, 55-36, 55-41, 55-50, 55-56, and 55-61 will still count against the permitted residential land use allotment.

Signature:  _____

Date Issued: January 24, 2022

Exhibit F

Parker Poe Draft of 7.15.22

Prepared by and return to:

Ray E. Jones
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 11001
Columbia, South Carolina 29201

REGULATORY AGREEMENT

among

**PUBLIC FINANCE AUTHORITY,
as Authority**

**AHF [NORTH PORT], LLC,
as Borrower**

and

**[ZIONS BANCORPORATION, NATIONAL ASSOCIATION],
as Trustee**

Dated as of [] 1, 2022

Exhibit F

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Exhibit F

REGULATORY AGREEMENT

This REGULATORY AGREEMENT, dated as of [] 1, 2022 (this “Regulatory Agreement”), is made and entered into among the PUBLIC FINANCE AUTHORITY, a Wisconsin unit of government and a body corporate and politic under the laws of the State of Wisconsin (together with its successors and assigns, the “**Authority**”), as authorized under and pursuant to Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the “Act”), AHF [NORTH PORT], LLC, a Delaware limited liability company, the sole member of which is an organization described in Section 501(c)(3) of the Code (hereinafter defined), or any permitted successor or assigns thereof (the “Borrower”), and [ZIONS BANCORPORATION, NATIONAL ASSOCIATION], a national banking association chartered under the laws of the United States of America, as trustee (the “Trustee”).

RECITALS

The Authority is authorized and empowered under the provisions of the Act to issue revenue bonds or notes to provide financing for the promotion and development of the business and economic welfare of the State.

For the purpose of financing the acquisition, rehabilitation and improvements of an approximately 288-unit affordable, multifamily housing development located in The City of North Port, Florida (collectively, the “Project”) on the real property described on EXHIBIT A attached hereto (the “Land”), the Authority will issue the Public Finance Authority Multifamily Housing Revenue Bonds, in one or more series, in the aggregate principal amount of not to exceed \$[] (the “Series 2022 Bonds”), pursuant to the terms of the Indenture of Trust dated as of [] 1, 2022 (the “Indenture”), between the Authority and the Trustee.

The Authority will loan the proceeds derived from the sale of the Series 2022 Bonds to the Borrower pursuant to the terms of the Loan Agreement dated as of [] 1, 2022 (the “Loan Agreement”), among the Authority and the Borrowers.

For good and valuable consideration, the Borrower, the Trustee, for the benefit of the Bondholders, as defined in the Indenture, and the Authority have determined to enter into this Regulatory Agreement in order to impose on the Project certain requirements of the Code (including specifically Section 142(d) and Section 145(d) of the Code and Revenue Procedure 96-32 (“Rev. Proc. 96-32”)) and of the Act applicable to the Project.

NOW, THEREFORE, the Borrower, the Trustee, and the Authority do hereby impose upon the Project the following covenants, restrictions, charges, and easements, which shall run with the land and shall be binding and a burden upon the Project and all portions thereof, and upon any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein, for the length of time that this Regulatory Agreement shall be in full force and effect:

Exhibit F

Section 1. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture, as the context requires.

“*Act*” means Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended.

“*Adjusted Income*” means the adjusted income of a person which shall be determined in a manner consistent with Section 142(d)(2)(B) and Rev. Proc. 96-32.

“*Authority*” has the meaning assigned to such term in the recitals to this Regulatory Agreement.

“*Bond Counsel*” means Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, or any other firm of nationally recognized bond counsel experienced in tax-exempt private activity bond financing and acceptable to the Authority and the Borrower.

“*Bond Documents*” means, collectively, the Indenture, the Series 2022 Bonds, the Loan Agreement, this Regulatory Agreement, and the Tax Certificate, and the other agreements, instruments, and certifications relating to the Series 2022 Bonds (or any of them), together in each instance with all amendments, supplements, and restatements thereof.

“*Borrower*” means AHF [North Port], LLC, a Delaware limited liability company, the sole member of which is Atlantic Housing Foundation, Inc., a South Carolina nonprofit corporation and an organization described under Section 501(c)(3) of the Code, and its lawful successors and assigns to the extent permitted by the Bond Documents.

“*Certificate of Continuing Program Compliance*” means the document substantially in the form of EXHIBIT C hereto.

“*Closing Date*” means July [], 2022.

“*Code*” means the Internal Revenue Code of 1986, as amended, and all applicable regulations (whether proposed, temporary or final) under the Code and the statutory predecessor of the Code, and any official rulings and judicial determinations under the foregoing applicable to any Series 2022 Bonds.

“*City*” means the City of North Port, Florida

“*Dwelling Units*” means the units of multifamily residential rental housing comprising the Project.

“*Event of Default*” has the meaning specified in Section 13 hereof.

“*Federal Income Test*” has the meaning specified in Section 4 hereof.

“*Functionally Related and Subordinate*” shall mean and include facilities for use by tenants, for example, laundry facilities, parking areas, and recreational facilities, provided that the same is of a character and size commensurate with the character and size of the Project.

“*Housing Act*” means the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq.

“*Land*” means the real property described on EXHIBIT A attached hereto.

Exhibit F

“*Loan*” means, collectively, the loan of the proceeds of the Series 2022 Bonds provided by the Authority to the Borrowers pursuant to the Loan Agreement to provide financing for the Project.

“*Low Income Tenants*” means persons or families with Adjusted Income which does not exceed 50% of the Median Income for the Area adjusted for household size consistent with and permitted by Rev. Proc. 96-32.

“*Low Income Units*” means the Dwelling Units in the Project designated for occupancy by Low Income Tenants pursuant to Section 4(a) of this Regulatory Agreement.

“*Median Income for the Area*” means the median yearly income for households of an applicable size in the applicable Primary Metropolitan Statistical Area as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the Housing Act, or, if such figures are no longer available, the method of calculation is substantially altered, or the programs under Section 8(f) are terminated, the Authority shall provide the Borrower with another income determination that is reasonably similar to the method used by the Secretary prior to such termination.

“*Moderate Income Tenants*” means persons or families with Adjusted Income which does not exceed 120% of the Median Income for the Area adjusted for household size consistent with and permitted by Rev. Proc. 96-32.

“*Moderate Income Units*” means the Dwelling Units in the Project designated for occupancy by Moderate Income Tenants pursuant to Section 4(a) of this Regulatory Agreement.

“*Project*” has the meaning assigned to such term in the recitals to this Regulatory Agreement.

“*Qualified Project Period*” means, subject to Rev. Proc. 2004-39, the period beginning on the later of the date of issuance of the Series 2022 Bonds and the first day on which 10% of the Dwelling Units in the Project are occupied and ending on the latest of:

- (i) the date which is 15 years after the date on which 50% of the Dwelling Units in the Project are occupied;
- (ii) the first day on which no Tax-Exempt Note or other private activity bond issued with respect to the Project is outstanding, including any Qualified 501(c)(3) Bonds, as defined in Section 145 of the Code; or
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates.

“*Regulatory Agreement*” means this Regulatory Agreement, together with any amendments or supplements hereto.

“*Series 2022 Bonds*” is defined in the recitals hereto.

“*State*” means the State of Florida.

“*Tax-Exempt Bonds*” means the Series 2022 Bonds and any additional bonds issued on a tax-exempt basis for federal income tax purposes under the terms of the Indenture.

Exhibit F

“*Treasury Regulations*” means the regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time or pursuant to any predecessor statute to the Code.

“*Trustee*” means the [Zions Bancorporation, National Association, a national banking association], as trustee, or any successor trustee under the Indenture.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 2. Representations by the Borrower. The Borrower covenants, represents, and warrants that:

(a) The Borrower is a limited liability company, the sole member of which is Atlantic Housing Foundation, Inc., a South Carolina nonprofit corporation and an organization described under Section 501(c)(3) of the Code. The Borrower is in good standing in the State and has duly authorized, by proper action, the execution and delivery of this Regulatory Agreement and the other Bond Documents to which it is a party. The Borrower is duly qualified under the laws of the State to the extent necessary to transact business in the State and to perform all of its duties hereunder. To its knowledge, Atlantic Housing Foundation, Inc. is in compliance with all requirements to maintain its status as an organization described in Section 501(c)(3) of the Code.

(b) Neither the execution and delivery of this Regulatory Agreement or any other document in connection with the financing of the Project, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the terms and conditions hereof and thereof conflicts with or results in a breach of any of the terms, conditions, or provisions of any agreement or instrument to which the Borrower is now a party or by which it is bound or constitutes a default (with due notice or the passage of time or both) under any of the foregoing or results in the creation or imposition of any prohibited lien, charge, or encumbrance (other than Permitted Encumbrances) whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement to which the Borrower is now a party or by which it is bound.

(c) The execution, delivery, and performance of this Regulatory Agreement and all other documents to be delivered by the Borrower in connection with the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of or default under, any indenture, mortgage, deed of trust, lease, commitment, agreement, or other instrument or obligation to which the Borrower is a party or by which the Borrower or any of its property is bound, or under any law, rule, regulation, judgment, order, or decree to which the Borrower is subject or by which the Borrower or any of its property is bound.

(d) The Project will be located wholly within the boundaries of the City.

(e) On and after the date on which the Series 2022 Bonds are executed and delivered, the Borrower will have title to the Project sufficient to carry out the purposes of this Regulatory Agreement, and such title shall be in and remain in the name of the Borrower except as otherwise permitted by this Regulatory Agreement.

(f) The Project consists and will consist of those facilities described herein, which generally are described as residential apartment buildings and related facilities situated on the Land. The Borrower

Exhibit F

shall make no changes to the Project or to the operation thereof which would affect the qualification of the Project under the Act or impair the exemption from federal income taxation of the interest on the Tax-Exempt Bonds. The Borrower will utilize and operate the Project as a multifamily rental housing project during the term of the Series 2022 Bonds in accordance with all applicable federal, State, and local laws, rules, and regulations applicable to the Project.

Section 3. Qualified Residential Rental Project. The Borrower shall construct, improve, equip, own, manage, and operate the Project as a “qualified residential rental project,” as such phrase is utilized in Section 142(d) of the Code, on a continuous basis during the Qualified Project Period. To that end, the Borrower hereby represents, warrants, and covenants as follows:

(a) that the Borrower shall own, manage and operate the Project as a qualified residential rental project containing Dwelling Units and facilities Functionally Related and Subordinate to such Dwelling Units, in accordance with Section 145(d)(2) and Section 142(d) of the Code and all applicable Treasury Regulations promulgated thereunder, as the same may be amended from time to time;

(b) that all of the Dwelling Units of the Project are similarly constructed and each Dwelling Unit in the Project contains complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family;

(c) that:

(i) none of the Dwelling Units in the Project shall at any time in the future be utilized on a transient basis;

(ii) none of the Dwelling Units in the Project shall at any time in the future be leased or rented for a period of less than 30 days; and

(iii) neither the Project nor any portion thereof shall be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or trailer court for use on a transient basis, or by a cooperative housing corporation (as defined in Section 216(b)(1) of the Code);

(d) that once available for occupancy:

(i) each Dwelling Unit in the Project must be rented or available for rental on a continuous basis to members of the general public during the Qualified Project Period; and

(ii) the Borrower shall not give preference in renting Dwelling Units in the Project to any particular class or group of persons, other than Low Income or Moderate Income Tenants as provided herein, as permitted by Rev. Proc. 2019-17 or as otherwise permitted by law;

(e) that the Dwelling Units in the Project shall be leased and rented to members of the general public in compliance with this Regulatory Agreement, except for any Dwelling Unit for a resident manager or maintenance personnel;

(f) that the Project consists of one or more discrete edifices and other man-made construction, each consisting of an independent foundation, outer walls and roof, all of which will be (i) owned by the same person for federal tax purposes, (ii) located on a common tract of land or two or more parcels of land which are contiguous except for being separated only by a road, street, stream, or a similar property and

Exhibit F

(iii) financed or refinanced by the Loan or otherwise pursuant to a common plan of financing, and which consists entirely of:

- (i) units which are similar in quality and type of construction and amenities; and
- (ii) property Functionally Related and Subordinate in purpose and size to the Project, (none of which may be unavailable to any person because such person is a Low Income Tenant) and other facilities which are reasonably required for the Project, *e.g.*, heating and cooling equipment, trash disposal equipment, or units for residential managers or maintenance personnel;
- (g) that no portion of the Project shall be used to provide any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;
- (h) that the Project shall not include a Dwelling Unit in a building where all Dwelling Units in such building are not also included in the Project;
- (i) that the Borrower shall not convert the Project to cooperative or condominium ownership by individual natural persons;
- (j) that no Dwelling Unit in the Project shall be occupied by the Borrower (or any person related to the Borrower within the meaning of Section 147(a)(2) of the Code) at any time unless such person resides in a Dwelling Unit in a building or structure which contains at least five Dwelling Units and unless the resident of such Dwelling Unit is a resident manager or other necessary employee (*e.g.*, maintenance and security personnel);
- (k) that the Tax-Exempt Bonds will not be “federally guaranteed,” as defined in Section 149(b) of the Code because the Tax-Exempt Bonds are private activity bonds for a qualified residential rental project; and
- (l) that the Borrower shall not discriminate on the basis of race, creed, color, sex, sexual preference, source of income (*e.g.*, AFDC or SSI), physical disability, national origin, or marital status in the rental, lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

Section 4. Low or Moderate Occupancy Requirement. Pursuant to the requirements of Section 142(d) of the Code, the Borrower hereby represents, warrants, and covenants as follows:

(a) Applications. The Housing Sponsor shall require all applicants for rental of any unit in the Project to provide information as to the aggregate gross income of all of the occupants of such unit. The Housing Sponsor shall adopt procedures to verify the accuracy of the information contained on such applications. Applications shall be required of any occupant upon the conclusion of the maximum lease term permitted hereunder, as if such occupant were a new tenant.

(b) Low Income Occupancy Requirement. At least 20% of the completed dwelling units in the Project shall be occupied continuously, during the Qualified Project Period, by Low Income Tenants and the Housing Sponsor and the Authority hereby elect to apply the provisions of Section 142(d)(1)(A) of the Code to the Project.

A unit occupied by an individual or family who, at the commencement of the occupancy, was a Low Income Tenant shall be treated as occupied by Low Income Tenants during such individual's or

Exhibit F

family's tenancy in such unit, even though the individual or family subsequently ceases to meet Federal Income Test. The preceding sentence shall cease to apply to any tenant(s) whose income as of the most recent annual determination under Section 142(d)(3)(A) of the Code exceeds 140% of the Federal Income Test if, after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the Federal Income Test. In addition, a vacant unit shall be treated as occupied by a Low Income Tenant until re-occupied, other than for a temporary period, by another occupant, at which time the character of the unit shall be re-determined by the new occupant's income. In no event shall a temporary period exceed 31 days. In order to comply with the provisions hereof, it is understood that it may become necessary to hold a unit vacant until it can be re-occupied by a Low Income Tenant.

(c) Moderate Income Occupancy Requirement. Except for the Low Income Units, all of the completed dwelling units in the Project shall be occupied continuously, during the Qualified Project Period, by Moderate Income Tenants.

(d) Provisions in Leases.

- (i) Every agreement pursuant to which any unit in the Project is leased or to be occupied shall contain a requirement that the tenant notify the Housing Sponsor of any change in the number of persons occupying such unit.
- (ii) Every agreement pursuant to which any unit in the Project is leased to or occupied by a person or family of low to moderate income shall contain and be deemed to contain the following additional provisions:
 - (1) "The unit covered hereby shall not be subleased nor shall this lease be assigned. This lease shall be subject to termination in accordance with applicable State Law."
 - (2) "The Tenant acknowledges that occupancy of this unit is restricted to persons or families who at the time of initial occupancy are of low or moderate income. In the event the Tenant is discovered not to have met such limitation at the date of initial occupancy; this lease shall be terminated by the Landlord, the Trustee or the Authority in accordance with applicable State Law. The Tenant agrees to provide the Landlord with a statement of current income at least annually and to provide such evidence as may be deemed necessary and appropriate to document such statement of income."

(e) Certification of Income. As a condition of occupancy, the Housing Sponsor shall require each tenant to sign and deliver to the Housing Sponsor a Certification of Income, the form of which is attached as Exhibit B. The Housing Sponsor shall require such tenant to provide whatever other information, documents or certifications are deemed necessary by the Housing Sponsor to substantiate the certification. All certifications of adjusted income with respect to each Low Income Tenant in the Project during the immediately preceding calendar year shall be maintained on file at the main business office of the Project and shall be promptly (or within five business days) sent to the Authority on request by the Authority of copies of such certifications.

(f) Certificate of Continuing Program Certificate. The Borrower will prepare and submit to the Authority and the Trustee, on or before March 31 of each year during the Qualified Project Period,

Exhibit F

beginning the first March 31 following commencement of the Qualified Project Period, a Continuing Program Compliance Certificate in the form of EXHIBIT C attached hereto and executed by the Borrower. The Authority and the Trustee may solely rely on the Continuing Program Compliance Certificate as evidence of compliance with this Section 4.

Section 5. Covenants Run With the Land. The Borrower hereby declares its express intent that the covenants, restrictions, charges, and easements set forth herein shall be deemed covenants running with the Land and shall, except as otherwise provided in this Regulatory Agreement, pass to and be binding upon the Borrower's successors in title including any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein. Except as otherwise provided in this Regulatory Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges, and easements contained herein; provided, however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed, or other instrument.

Section 6. Indemnification. The Borrower hereby covenants and agrees that it shall indemnify and hold harmless the Authority, the Trustee and their officers, agents, directors, representatives, attorneys and employees, including the Authority Indemnified Persons as defined in the Loan Agreement (the "Indemnified Parties") as provided in the Bond Documents, more specifically, Section 7.5 of the Loan Agreement. All provisions of the Bond Documents relating to indemnification are incorporated by reference herein and are considered provisions of this Regulatory Agreement, as if expressly set out herein.

Section 7. Consideration. The Authority has issued the Series 2022 Bonds in part to provide funds to make the Loan to finance or refinance the acquisition, rehabilitation, and improvement of the Project all for the purpose, among others, of inducing the Borrowers to acquire, rehabilitate, improve, and operate the Project. In consideration of the issuance of the Series 2022 Bonds by the Authority, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which the Project can be put on the terms and conditions set forth herein.

Section 8. Reliance. The Authority and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons interested in the legality and validity of the Series 2022 Bonds and in the exemption from federal income taxation of the interest on the Tax-Exempt Bonds. In performing their duties and obligations hereunder and under the Bond Documents, the Authority and the Trustee may conclusively rely upon statements and certificates of the Borrower and the tenants and upon audits of the books and records of the Borrower pertaining to the Project. In addition, the Authority and the Trustee may consult with counsel, at the sole expense of the Borrower, and the written opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Authority or the Trustee hereunder in good faith and in conformity with such written opinion. A copy of any such opinion or advice shall be furnished by the Authority or the Trustee to the Borrower upon written request. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Authority or the Trustee shall not be required to conduct any investigation into or review of the operations or records of the Borrower and may conclusively rely solely on any notice or certificate delivered to the Authority or the Trustee by the Borrower with respect to the occurrence or absence of a default.

Exhibit F

The Trustee and the Authority shall be under no duty to make any investigation or inquiry as to any statements or other matters contained or referred to in any documents or any instruments delivered to it in accordance with this Regulatory Agreement, but it may receive and accept the same as conclusive evidence of the truth and accuracy of such statements.

Section 9. Term. This Regulatory Agreement shall become effective upon its execution and delivery and shall remain in full force and effect for a term and period equal to the Qualified Project Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Series 2022 Bonds and termination of the Bond Documents and the Loan if the Qualified Project Period has not expired at the time of such retirement and expiration. Notwithstanding anything in this Regulatory Agreement to the contrary:

(a) The Project may be transferred pursuant to a foreclosure, exercise of power of sale, or deed in lieu of foreclosure, or comparable proceedings without the consent of or fee of any kind payable to the Authority or compliance with the provisions of this Regulatory Agreement. In connection with any such foreclosure, deed in lieu of foreclosure, or other proceedings, this Regulatory Agreement shall be terminated upon completion of the foreclosure and expiration of the applicable redemption period, or recording of a deed in lieu of foreclosure.

(b) The requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law, or an action of a federal agency after the date of this Regulatory Agreement, which prevents the Authority and the Trustee from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Series 2022 Bonds are retired or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof (provided that this shall be deemed met if the Series 2022 Bonds have been previously retired).

(c) This Regulatory Agreement, or any of the provisions or sections hereof, may be terminated upon agreement by the Authority and the Borrower, upon receipt of an opinion of Bond Counsel to the effect that such termination will not cause interest on the Tax-Exempt Bonds to become includable in gross income for federal income tax purposes.

Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver, and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 10. Burden and Benefit. The Authority and the Borrower hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Authority and the Borrower hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants and Moderate Income Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Series 2022 Bonds were issued. Notwithstanding the foregoing, the Low Income Tenants are not intended to be third-party beneficiaries of this Regulatory Agreement and shall have no rights to enforce any provision herein.

Section 11. Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement, or obligation of the Borrower set forth in this Regulatory Agreement, and if such

Exhibit F

default remains uncured for a period of 60 days after written notice thereof shall have been given, then the Trustee may declare an “Event of Default” to have occurred hereunder and, at its option, may take any one or more of the following steps:

- (a) by mandamus or other suit, action, or proceeding at law or in equity require the Borrower to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the Authority or the holders of the Series 2022 Bonds hereunder;
- (b) have access to and inspect, examine, and make copies of all the books and records of the Borrower pertaining to the Project; or
- (c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, and agreements of the Borrower hereunder.

Notwithstanding anything to the contrary contained herein, the Authority and the Trustee hereby agree that any cure of any default made or tendered by one or more of Borrower’s members shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

All fees, costs, and expenses of the Trustee or the Authority incurred in taking any action pursuant to this Section 13 shall be the sole responsibility of the Borrower and shall be immediately paid to the Trustee or the Authority, as the case may be, on demand.

After the Series 2022 Bonds have been discharged, the Authority may (but is not obliged to) act on its own behalf to declare an “Event of Default” to have occurred and to take any one or more of the steps specified hereinabove to the same extent and with the same effect as if taken by the Trustee.

Section 12. The Trustee. The Trustee is entering into this Regulatory Agreement in its capacity as the Trustee under the terms of the Bond Documents. The Trustee can conclusively rely on the accuracy of any certificates, instruments, opinions, or reports delivered to it by the Borrower. It is expected that the Series 2022 Bonds will be discharged and the Indenture will terminate at the time of the expiration of the Qualified Project Period. Following the payment in full and the discharge of the Series 2022 Bonds and the termination of the Indenture all obligations, rights, and duties of the Trustee under this Regulatory Agreement will terminate and be of no further force and effect.

Section 13. Amendment. The provisions hereof shall not be amended or revised prior to the stated term hereof except by an instrument in writing duly executed by the Authority and the Borrower, and duly recorded. The Authority’s consent to any such amendment or revision (whether or not the Series 2022 Bonds shall then be outstanding) shall be given only upon receipt of an opinion of Bond Counsel addressed to the Authority and Trustee that such amendment or revision will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds. Neither the Authority nor the Trustee shall have a duty to prepare any such consent, amendment, or revision.

Section 14. Right of Access to the Project and Records. The Borrower agrees that during the term of this Regulatory Agreement, the Authority, the Trustee, and the duly authorized agents of either of them shall have the right at all reasonable times, and upon reasonable notice of at least two (2) business days, to enter upon the site of the Project during normal business hours to examine and inspect the Project and to have access to the books and records of the Borrower with respect to the Project, a copy of which shall be maintained at the site of the Project.

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Section 15. No Conflict With Other Documents. The Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof.

Section 16. Severability. The invalidity of any clause, part, or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

Section 17. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the Authority: Public Finance Authority
22 East Mifflin Street, Suite 900
Madison, Wisconsin 53703
Attention: Scott Carper and Michael LaPierre
Email: scarper@pfauthority.org
Email: mlapierre@pfauthority.org

To the Trustee: [Zions Bancorporation, National Association
601 Union Street, Suite 3600
Seattle, Washington 98101
Attention: Anna McCully
Telephone: (206) 438-1267

To the Borrower: AHF [North Point], LLC
c/o Atlantic Housing Foundation, Inc.
4770 Iberia Avenue, Suite 100
Dallas, Texas 75207
Attention: President

Section 18. Governing Law.

(a) Except as and to the extent provided in Subsection 18(b) below, this Regulatory Agreement and all disputes, claims, defenses, controversies or causes of action (whether in contract or tort) that may be based upon, arise out of or relate hereto, including as to any representation or warranty made by the Borrowers in or in connection with this Regulatory Agreement or as an inducement to enter into this Regulatory Agreement, shall be governed by the internal laws of the State, without regard to any conflicts of law principles.

(b) Notwithstanding Subsection 18(a) above, any disputes, claims, defenses, controversies or causes of action based upon, arising out of or relating to the following enumerated matters shall be governed by the laws of the State of Wisconsin, excluding conflicts of law principles: (i) the Authority's organization, existence, statutory and corporate powers, and legal and contractual capacity; (ii) the Authority's right to the payment of its fees, costs, and expenses, including, but not limited to, attorneys' fees, costs of investigation, and the expenses of other professionals retained by the Authority and the reasonableness of such fees, costs, and expenses; (iii) the Authority's and the Authority Indemnified Persons' rights to indemnification from the Borrowers (and the Borrowers' corresponding obligation to provide such indemnification); (iv) the Borrowers' release

Exhibit F

of the Authority and the Authority Indemnified Persons from liability; (v) exculpation of the Authority and the Authority Indemnified Persons from pecuniary liability; and (vi) the Authority's governmental rights, privileges and immunities.

(c) All claims of whatever character arising out of this Regulatory Agreement shall be brought in any state or federal court of competent jurisdiction located in Sarasota County, Florida; provided, that to the extent that a dispute, claim, controversy or cause of action enumerated in Subsection 18(b) above can be separated from other disputes under this Regulatory Agreement ("Separate Dispute"), such Separate Dispute shall be adjudicated by a state or federal court of competent jurisdiction located in Dane County, Wisconsin. By executing and delivering this Regulatory Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (ii) waives any defense of forum non conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by the Authority of any prior notice or procedural requirements applicable to actions or claims against or involving joint powers commissions or governmental units of the State that may exist at the time of and in connection with such matter.

Section 19. Actions of Authority. The Authority shall be entitled to rely conclusively on an opinion or advice of counsel in the exercise or non-exercise of any of the rights or powers vested in the Authority by virtue of this Regulatory Agreement or any other agreement or instrument executed in connection with the issuance of the Series 2022 Bonds; it being the intent of the parties hereto that the Authority, and any and all present and future directors, officers, employees, attorneys, and agents of the Authority shall not incur any financial or pecuniary liability for the exercise or non-exercise of any rights or powers vested in the Authority by this Regulatory Agreement or any other instrument or agreement executed in connection with the issuance of the Series 2022 Bonds; or for the performance or nonperformance of any obligation under, or the failure to assert any right, power, or privilege under this Regulatory Agreement, the Series 2022 Bonds, the Bond Documents or any other instrument or agreement executed in connection with the issuance of the Series 2022 Bonds. If the Authority's consent or approval is required under this Regulatory Agreement, or any other agreement or instrument executed in connection with the issuance of the Series 2022 Bonds, the Authority shall be entitled to rely conclusively on an opinion of counsel or advice and shall not be responsible for any loss or damage resulting from any action or inaction in reliance upon such opinion or advice. Performance by the Authority of its covenants and obligations herein is subject to the provisions of Section [] of the Loan Agreement.

Section 20. Counterparts. This Regulatory Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Regulatory Agreement, and, in making proof of this Regulatory Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 21. Recording and Filing. The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto to be recorded and filed in the real property records of Sarasota County, Florida, and in such other places as the Authority may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 22. Additional Approvals. Subsequent to issuance of the Series 2022 Bonds, the officers of Authority are hereby authorized and directed to execute and provide all certified copies, certificates, affidavits, disclosures, representations, and reporting forms as may be required with respect to the continuing obligations of the parties hereunder.

Exhibit F

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Agreement as to Restrictive Covenants effective as of the day first above written.

AHF [North Port], LLC,
a Delaware limited liability company

By: Atlantic Housing Foundation, Inc.,
a South Carolina nonprofit corporation
Its: Sole member

By: _____
Michael N. Nguyen
President and CEO

STATE OF TEXAS)
)
COUNTY OF DALLAS)

ACKNOWLEDGMENT

The foregoing instrument was ACKNOWLEDGED before me by means of physical presence or remote notarization, this _____ day of [], 2022, by Michael N. Nguyen, President & CEO of Atlantic Housing Foundation, Inc., the sole member of AHF [North Port], LLC, on behalf of the such limited liability company. He is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public for the State of Nebraska
My commission expires: _____

(SEAL)

Exhibit F

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Agreement as to Restrictive Covenants effective as of the day first above written.

PUBLIC FINANCE AUTHORITY

By: _____

Name: _____
Assistant Secretary

STATE OF WISCONSIN)
)
COUNTY OF DANE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of [], 2022 by _____, an Assistant Secretary of the Public Finance Authority, on behalf of the Public Finance Authority. He/She [] is personally known to me or [] has produced _____, as identification.

Print Name: _____
Notary Public for State of Wisconsin
Commission expires: _____

(SEAL)

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[ZIONS BANCORPORATION, NATIONAL ASSOCIATION,]
as Trustee

By _____
Authorized Signatory

Witness #1 Signs Here

Witness #2 Signs Here

STATE OF [])
) ss.
COUNTY OF [])

TO WIT:

I HEREBY CERTIFY, that on this ____ day of [], 2022, before me, the undersigned Notary Public of the State of [], personally appeared [] who acknowledged [himself/herself] to be [title] of Zions Bancorporation, National Association (the “Trustee”) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized signatory of the Trustee, by signing the name of the Trustee, by herself as said officer.

AS WITNESS my hand and Notarial Seal.

Notary Public in and for said County and State

Print Name: _____

(SEAL)

My Commission expires: _____

My County of Residence: _____

Exhibit F

EXHIBIT A

Legal Description of the Land

Exhibit F

EXHIBIT B

Form of Income Certification

TENANT INCOME CERTIFICATION <input type="checkbox"/> Initial Certification <input type="checkbox"/> Recertification <input type="checkbox"/> Other _____	Effective Date: _____ Move-in Date: _____ (MM/DD/YY): _____
---	---

PART I. DEVELOPMENT DATA

Property Name: Waters at North Port Apartments Address: 5400 Pan American Blvd., North Port, FL 34287	County: Sarasota Unit Number: _____	# Bedrooms: _____
--	--	-------------------

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____
Add totals from (A) through (D) above			TOTAL INCOME (E):	\$ _____

PART IV. INCOME FROM ASSETS

HH Mbr#	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$ _____	\$ _____
Enter Column (H) Total		Passbook Rate		
if over \$5,000	\$ _____	x 2.00 %	=	(J) Imputed Income
Enter the greater of the total column I, or J: imputed income				TOTAL INCOME FROM ASSETS (K)
				\$ _____
(L) Total Annual Household Income from all sources [Add (E) + (K)]				\$ _____

Exhibit F

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item (L) on page 1	\$ <input type="text"/>	Household Meets Income Restriction at: <input type="checkbox"/> 50% <input type="checkbox"/> 120%	RECERTIFICATION OF 50% UNITS ONLY: Current Income Limit x 140% \$ _____ Household income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No Household Size at Move-in: _____
Current Income Limit per Family Size: \$ _____			
Household Income at Move-in: \$ _____			

PART VI. RENT

Tenant Paid Rent	\$ _____	Rent Assistance:	\$ _____
Utility Allowance	\$ _____	Other non-optional charges:	\$ _____
GROSS RENT FOR UNIT: Tenant paid rent plus Utility Allowance and other non-optional charges	\$ <input type="text"/>	Unit Meets Rent Restriction: <input type="checkbox"/> 120%	
Maximum Rent Limit for this unit:	\$ _____		

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PART VII. STUDENT STATUS		
ARE ALL OCCUPANTS FULL-TIME STUDENTS? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, enter student explanation** (also attach documentation) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Enter 1-4</div>	Student explanation: 1. TANF assistance 2. Job training program 3. Single parent/dependent child 4. Married/joint return*
*Exception for married/joint return is the only exception available for units necessary to qualify tax-exempt bonds.		
SIGNATURE OF OWNER / REPRESENTATIVE		

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 142(d) of the Internal Revenue Code, as amended, and the Regulatory Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER / REPRESENTATIVE

DATE

Exhibit F

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I – Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

- Move-in Date Enter the date the tenant has or will take occupancy of the unit.
- Effective Date Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
- Property Name Enter the name of the development.
- County Enter the county (or equivalent) in which the building is located.
- Address Enter the unit number.
- Unit Number Enter the unit number.
- # Bedrooms Enter the number of bedrooms in the unit.

Part II – Household Composition

List all occupants of the unit. State each household member's relationship to the head of the household by using one of the following coded definitions:

- | | | | |
|---|-------------------|---|---------------------|
| H | Head of household | S | Spouse |
| A | Adult co-tenant | O | Other family member |
| C | Child | F | Foster child |
| L | Live-in caretaker | N | None of the above |

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than four occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III – Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

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Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.)
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D) above. Enter this amount.

Part IV – Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
TOTALS	Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K)	Enter the Greater of the total in Column (I) or (J)
Row (L)	Total Annual Household Income from All Sources Add (E) and (K) and enter the total

Exhibit F

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than five days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.
Current Income Limit x 140%	For recertification of 50% units only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.

Part VI – Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of non-optional charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at ___%	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Exhibit F

Part VII – Student Status

If all household members are full-time* students, check “yes.” If at least one household member is not a full-time student, check “no.”

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

** Full time is determined by the school the student attends.*

SIGNATURE OF OWNER / REPRESENTATIVE

It is the responsibility of the owner or the owner’s representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well-trained in tax credit compliance.

Exhibit F

EXHIBIT C

Certificate of Continuing Program Compliance

_____, 20__

TO: Zions Bancorporation, National Association
[]

Re: (i) Multifamily Housing Revenue Bonds ([North Port] Apartments Project) Series 2022 (the “Series 2022 Bonds”),

The undersigned, an authorized representative for AHF [North Port], LLC, a Delaware limited liability company (the “Owner”), hereby certifies, represents, and warrants that:

1. The Owner owns the multifamily housing development located at located at or near 5400 Pan American Blvd. in the City of North Port, Florida, commonly known as Waters at North Port Apartments (the “Project”).

2. The Owner has read and are thoroughly familiar with the provisions of (1) the Regulatory Agreement, dated as of [] 1, 2022 (the “Regulatory Agreement”), among the Owner, the Public Finance Authority (the “Authority”) and [Zions Bancorporation, National Association] (the “Trustee”); (2) the Indenture of Trust dated as of [] 1, 2022 (the “Indenture”), between the Trustee and the Authority with respect to the Series 2022 Bonds; and (3) the Loan Agreement dated as of [] 1, 2022 (the “Loan Agreement”) between the Authority and the Owner.

3. A review of the activities of the Owner and of the Owner’s performance under the Regulatory Agreement and the Loan Agreement during the year ending ____ has been made under the supervision of the undersigned.

4. Subject to Rev. Proc. 2004-39, the Project’s Qualified Project Period commenced on _____, ____ (the date on which 10% of the residential units in the Project were occupied), and will end on the latest of:

(i) _____, ____ (the date which is 15 years after the date on which 50% of the residential units in the Project were occupied);

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

5. As of the date of this Certificate, the following percentages of completed residential units in the Project are (i) occupied by Low Income Tenants or Moderate Income Tenants or (ii) currently vacant and being held available for occupancy by Low Income Tenants or Moderate Income Tenants and have been so held continuously since the date a Low Income Tenant or Moderate Income Tenant vacated such unit, as indicated:

Occupied by Low Income Tenants _____ % Units Nos. ____

Exhibit F

Continuously held vacant for occupancy by Low _____ % Units Nos. _____
Income Tenants since last occupied by Low
Income Tenants

Occupied by Moderate Income Tenants _____ % Units Nos. _____

Continuously held vacant for occupancy by _____ % Units Nos. _____
Moderate Income Tenants since last occupied by
Moderate Income Tenants

6. At no time since the date of filing of the last Continuing Program Compliance Certificate (or since the issuance of the Series 2022 Bonds, if this is the first such certificate) has less than _____ units representing 20% of the completed units in the Project been occupied by or were last occupied by Low Income Tenants.

7. As of the date of this Certificate, at least 20% of the units in the Project are (i) occupied by persons or families with Adjusted Income which does not exceed 50% of the Median Income for the Area adjusted for household size; or (ii) held vacant for occupancy for persons or families with Adjusted Income which does not exceed 50% of the Median Income for the Area adjusted for household size. Project Units occupied or held vacant for persons or families with Adjusted Income which does not exceed 50% of the Median Income for the Area adjusted for household size include Unit numbers _____.

8. As of the date of this Certificate, the remainder of the units in the Project are (i) occupied by persons or families with Adjusted Income which does not exceed 120% of the Median Income for the Area adjusted for household size; or (ii) held vacant for occupancy for persons or families with Adjusted Income which does not exceed 120% of the Median Income for the Area adjusted for household size. Project Units occupied or held vacant for persons or families with Adjusted Income which does not exceed 120% of the Median Income for the Area adjusted for household size include Unit numbers _____.

9. To the knowledge of the undersigned, after due inquiry, all units were rented or available for rental on a continuous basis during the immediately preceding year to members of the general public, and the Owner is not now and has not been in default under the terms of the Regulatory Agreement and the Loan Agreements and, to the knowledge of the undersigned, no Determination of Taxability has occurred with respect to the Series 2022 Bonds.

10. **[CHOOSE ONE: None/One or more]** of the Tenants in the Project are currently receiving assistance under Section 8 of the United States Housing Act of 1937.

11. Unless otherwise expressly provided herein or unless the context requires otherwise, the capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Regulatory Agreement.

12. The Owner has not transferred any interest in the Project since the date of submission of the Continuing Program Compliance Certificate last submitted to the Trustee and the Authority with respect to the Project. **(If the Owner has transferred any interest in the Project, such transfer should be detailed here.)**

Exhibit F

Dated: _____, 20__.

AHF [North Port], LLC,
a Delaware limited liability company

By: Atlantic Housing Foundation, Inc.,
a South Carolina nonprofit corporation
Its: Member

By: _____
Michael N. Nguyen
President and CEO