

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

ABILITY MAYFAIR II, LLC

Petitioner,

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

Application No. 2009-121CH
2009 Universal Cycle

FHFC Case No.: 2009-072UC

PETITION FOR REVIEW OF 2009 UNIVERSAL CYCLE
FINAL SCORING SUMMARY REPORT FOR
ABILITY MAYFAIR II, LLC

Petitioner Ability Mayfair II, LLC ("Mayfair"), pursuant to sections 120.569 and 120.57(2), Florida Statutes, and rules 28-106.301 and 67-48.005, Florida Administrative Code, files this petition for informal administrative hearing concerning the 2009 Universal Cycle Final Scoring Summary Report for Mayfair and states:

1. The sole issue raised by this petition is the determination by Florida Housing Finance Corporation ("Florida Housing") during the Universal Cycle scoring process that Mayfair's development site meets the definition of "Scattered Sites" in rule 67-48.002(106).¹ See Final Scoring Summary Report for Mayfair at p. 9 (attached as **Exhibit A**). A NOPSE was

¹ The rule, which has been in its current form since the 2006 Universal Cycle, provides:

"Scattered Sites" for a single Development means a Development consisting of real property in the same county (i) any part of which is not contiguous ("non-contiguous parts") or (ii) any part of which is divided by a street or easement ("divided parts") and (iii) it is readily apparent from the proximity of the non-contiguous parts or the divided parts of the real property, chain of title, or other information available to the Corporation that the non-contiguous parts or the divided parts of the real property are part of a common or related scheme of development.

submitted by Gonzalo DeRamon, alleging that Mayfair Village Road bisects the property and therefore the development consists of scattered sites. In its cure, Mayfair explained that in 1995 the City of Jacksonville had abandoned its rights to Mayfair Village Road as a public street and ceded it to the private owners of the site. See Mayfair's Cure for Item 7T, et al. (attached as **Exhibit B**). In addition, Mayfair provided evidence that the pavement of Mayfair Village Road physically ends inside the eastern boundary of the development site and that property on both sides of Mayfair Village Road remains physically connected inside the development site via a piece of land bounded by the end of the pavement on Mayfair Village Road and the eastern boundary of the development site. *Id.*

NOADs were submitted by Gonzalo DeRamon and James Dyal, acknowledging that Mayfair Village Road is no longer a public street and that the pavement of the road ends inside the property line. However, the NOADs allege that a utility easement owned by the City of Jacksonville encompasses the same 50-foot right of way as Mayfair Village Road and continues through to the eastern boundary of the development site, thereby dividing the site into "scattered sites." Florida Housing ultimately determined that "even though the road was vacated, the development site nevertheless remains divided by the easement reserved over that same property by the City" and therefore, "the site meets the definition of Scattered Sites." See **Exhibit A**, at p. 9.

The determination that Mayfair consists of scattered sites resulted in Mayfair failing threshold requirements and achieving a total score of 32 with zero ability to proceed tie-breaker points when final scores were issued on December 3, 2009. The determination also resulted in the finding that Mayfair does not qualify as a Homeless Development and therefore (1) was not eligible for automatic proximity points and (2) had requested a Housing Credit allocation that

exceeds the request limit set forth in the 2009 Universal Application Instructions.² Had Florida Housing not found that Mayfair consisted of scattered sites, all threshold requirements would have been met and Mayfair would have achieved a total score of 70, 6 ability to proceed tie-breaker points, and 7.5 proximity tie-breaker points. *See Exhibit A.*

2. The agency affected in this proceeding is Florida Housing, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329. The agency's file number is 2009-121CH.

3. The petitioner is Mayfair. Mayfair's address is Ability Mayfair II, LLC, c/o Ability Housing of Northeast Florida, Inc., 126 W. Adams Street, Suite 502, Jacksonville, FL 32202. The petitioner's telephone numbers are 904-359-9650 (phone) and 904-359-9653 (facsimile).

4. The petitioner's attorneys are Donna E. Blanton and Toni A. Egan, Radey Thomas Yon & Clark, P.A., 301 S. Bronough Street, Suite 200, Tallahassee, Florida, 32301. The attorneys' telephone numbers are 850-425-6654 (phone) and 850-425-6694 (facsimile).

5. Mayfair received notice of the Final Scoring Summary Report on December 4, 2009, along with a memorandum to all applicants and a notice of rights from Kevin Tatreau, Florida Housing's Director of Multifamily Development Programs.

6. Mayfair's substantial interests are affected by the Final Scoring Summary Report because Mayfair timely filed an application with Florida Housing for Housing Credits and HOME Investment Partnership Rental funding in the 2009 Universal Cycle in connection with the development of an apartment complex in Jacksonville, Florida. But for the determination

² If Mayfair does not consist of "scattered sites," the development qualifies for a Homeless Demographic Commitment. In its cure for item 5T, attached as **Exhibit C**, Mayfair sufficiently explained that it selected and qualified for a Homeless Demographic Commitment at Part III.D. for its proposed development and therefore the Housing Credit request does not exceed the annual HC request limit for this Application.

that Mayfair consists of scattered sites, Mayfair would have met threshold requirements, achieved a perfect score of 70, 6 ability to proceed tie-breaker points, and 7.5 proximity tie-breaker points, and would have been eligible for funding through the 2009 Universal Cycle. As a result of Florida Housing's scoring decision, Mayfair is not eligible for funding.

7. Ultimate facts alleged, including those that warrant reversal of the proposed agency action, are as follows:

a. The Application submitted by Mayfair does not identify a development site consisting of "scattered sites" as defined in rule 67-48.002(106), Florida Administrative Code.

(i) The NOPSE submitted by Gonzalo DeRamon alleges that Mayfair Village Road divides the development site into two parcels. However, in its curc. Mayfair resolved this issue by explaining that the City of Jacksonville abandoned its rights to Mayfair Village Road as a public street and ceded it to the private owners of the site. In addition, Mayfair provided evidence that the pavement of Mayfair Village Road physically ends inside the eastern boundary of the development site and that property on both sides of Mayfair Village Road remains physically connected inside the development site via a piece of land bounded by the end of the pavement on Mayfair Village Road and the eastern boundary of the development site.

(ii) The NOADs submitted by Gonzalo DeRamon and James Dyal and accepted by Florida Housing allege that a City of Jacksonville public utility easement divides the site. In fact, the utility easement, which exists to provide the residents of the existing development on the Mayfair site with utilities, does not "divide" the property. Given that the Mayfair property is an existing affordable housing site, and that people currently live there, the presence of a utility easement to serve the population is essential. Such an easement does not turn the development into "scattered sites."

b. Treating a development site as “scattered sites” solely because of the presence of a utility easement is unprecedented prior to the 2009 Universal Cycle and contrary to Florida Housing’s long-standing interpretation of rule 67-48.002(106). A comprehensive review of the submissions and scoring decisions from the 2006, 2007 and 2008 Universal Cycles shows that no development site was deemed to be “scattered sites” based on the presence of one or more utility easements extending across the property. Rather, on several occasions, including at least one in the 2009 Universal Cycle, Florida Housing failed to find that a development site consisted of “scattered sites” even though the application itself or a NOPSE included clear evidence that one or more utility easements crossed the development site. For example:

- Renaissance Preserve Phase II, 2009-151C (“Renaissance”) – In part III.A.2.b. of its application, Renaissance indicated that the development does not consist of scattered sites, yet Exhibit A to Exhibit 27 of Renaissance’s application clearly shows an FPL easement crossing the site. *See Exhibit D*, attached. Despite the existence of the FPL easement, Florida Housing did not consider the development scattered sites and awarded Renaissance a perfect score during preliminary, NOPSE and final scoring.
- Emerald Palms, 2008-112C (“Emerald”) – Two NOPSEs were submitted stating that Emerald’s application should have indicated that the development consisted of scattered sites because two roadways and a utility easement divided the property. *See Composite Exhibit E*, attached, which includes the applicable portions of the submitted NOPSEs.

1. Florida Housing determined that the site consisted of scattered sites, and accordingly reduced Emerald’s score. Emerald cured its application by

stating that the development was a scattered site, consisting of three tracts. *See* applicable portions of Emerald's cure documentation attached as **Exhibit F**.

2. As Surveyor Francisco F. Fajardo explains in an attached Affidavit (**Composite Exhibit G**), the three tracts identified by Emerald in its cure were created by existence of the two roadways that divided the property. *See* ¶ 6.C. of the Affidavit and accompanying exhibit.

3. In its cure, Emerald did not acknowledge the possibility that a utility easement could divide the site. If Emerald had identified the additional "sites" created by the utility easement, the development would have consisted of seven sites. *See* ¶ 6.B. of the Affidavit (**Composite Exhibit G**) and accompanying exhibit.

4. If Emerald had identified the "sites" created by the roadways and the utility easement, the development would have consisted of 13 sites. *See* ¶ 6.A and accompanying exhibit to the Affidavit (**Composite Exhibit G**), which shows the 13 sites created by the roadways and the utility easement.

5. Florida Housing accepted Emerald's cure and awarded Emerald full points for its Application, despite Emerald's failure to identify the additional "sites" allegedly created by the utility easement. The applicant in its cure ignored the utility easements altogether and submitted a cure that only addressed the roads that divided the parcel. By accepting the cure, Florida Housing acknowledged that the site was a scattered site solely because it was divided by roads.

As evidenced by the examples listed above, Florida Housing's prior determinations involving easements crossing a development site support a decision that Mayfair does not consist

of scattered sites. Furthermore, as stated above, no precedent could be found where Florida Housing determined a development to consist of scattered sites based solely on the presence of a utility easement.

Florida Housing cannot simply “change its mind” about interpretation of its rules. See *Cleveland Clinic v. Agency for Health Care Administration*, 679 So. 2d 1237, 1241 (Fla. 1st DCA 1996). As the court explained in *Cleveland Clinic*:

Without question, an agency must follow its own rules, . . . but if the rule, as it plainly reads, should prove impractical in operation, the rule can be amended pursuant to established rulemaking procedures. However, ‘absent such amendment, experience cannot be permitted to dictate its terms.’ That is, while an administrative agency ‘is not necessarily bound by its initial construction of a statute evidenced by the adoption of a rule,’ the agency may implement its changed interpretation only by ‘validly adopting subsequent rule changes.’ The statutory framework under which administrative agencies must operate in this state provides adequate mechanisms for the adoption or amendment of rules.

679 So. 2d at 1242 (emphasis supplied), quoting *Boca Raton Artificial Kidney Center v. Department of Health and Rehabilitative Services*, 493 So. 2d 1055, 1057 (Fla. 1st DCA 1986), and *Department of Administration, Division of Retirement v. Albanese*, 445 So. 2d 639, 642 (Fla. 1st DCA 1984); see also *Brookwood-Walton County Convalescent Center v. Agency for Health Care Administration*, 845 So. 2d 223, 229 (Fla. 1st DCA 2003) (“The agency failed to explain why its policy had changed abruptly when applied to Appellants, despite the lack of any intervening change in the applicable provisions. AHCA’s unexplained, inconsistent policies are contrary to established administrative principles and sound public policy.”). Thus, in order to be consistent with prior interpretations of its scattered site rule, Florida Housing should not find here that the presence of a utility easement turns a proposed development into “scattered sites.”

c. The attached affidavit by Licensed Surveyor, Frank W. Jones, Jr., states that based on his review of “the Development ‘Mayfair Village Apartments’ (Tax Assessor Real

Estate Number 145927-0000); including the utility easement granted per City of Jacksonville Ordinance 95-1032-593,” the easement “does not divide, sub-divide or separate the property.” *See Exhibit H*, ¶ 8. Donald L. Burch, Director of Real Estate Services of JEA (formerly Jacksonville Electric Authority) has also signed an affidavit stating that the easement “does not divide, sub-divide or separate the property.” *See Exhibit I*, ¶ 6.

d. Similarly, the City of Jacksonville considers the Mayfair site to be a single site and has stated that “the utility easement does not divide the property.” *See* Affidavit of Sean Kelly, Chief of Current Planning Division, City of Jacksonville, ¶ 3 (attached as **Exhibit J**). In addition, the Duval County Property Appraiser’s website identifies the property by one address and lists just one real estate number (RE # 145927-0000) for the property. *See Exhibit K*.

e. Furthermore, Florida Housing has continuously treated the development site as a single site. On November 28, 1994, Florida Housing financed and entered into an Extended Use Agreement (“EUA”) with Mayfair Associates, Ltd. for a development located on the same property as Mayfair. The EUA is still binding on the property, terminating on November 28, 2024. *See* “Extended Low-Income Housing Agreement,” which is attached to **Exhibit B** of this Petition. In the EUA, Florida Housing deems the site a single site stating: “the Project . . . shall be . . . (y) located on a common tract of land or two (2) or more contiguous tracts of land; *provided, however*, that separate tracts of land that are separated by only a road, street, stream or similar property shall for purposes hereof be deemed to be contiguous”. *Id.* at Section 2.(e). It is impossible for the same piece of real property to be both contiguous (“touching”) and divided (“separated”) at the same time. Florida Housing has continued to monitor and fund the site as a single project. Accordingly, it would be inequitable to deny Mayfair funding based on a

determination that the site consists of scattered sites when Mayfair relied on Florida Housing's previous determinations that the development site is a single site.

f. The original purpose of the scattered site concept in Florida Housing's rule was to permit developers to pull together disconnected pieces of property in order to propose a development at a rational scale, reducing costs and improving the efficiency of public investment in affordable housing. To protect future residents from being located on one of a number of widely dispersed parcels that did not have access to the overall amenities financed by the project, the Corporation implemented the concept of the scattered site to ensure reasonable proximity and access to development amenities. Therefore, the primary concern of the rule was to ensure that residents did not need to cross public rights-of-way or other private property to access said amenities. Interpreting the rule to apply to utility access easements would not only be a break with established precedent, but is contrary to the original and ongoing intent of the rule and contrary to good public policy.

g. The easement on the Mayfair property cannot be what was contemplated by use of the word "easement" in rule 67-48.002(16). The rule provides:

"Scattered sites" for a single Development means a Development consisting of real property in the same county (i) any part of which is **not contiguous** ("non-contiguous parts") or (ii) any part of which is **divided** by a street or easement ("divided parts") and (iii) it is readily apparent from the proximity of the non-contiguous parts or the divided parts of the real property, chain of title, or other information available to the Corporation that the non-contiguous parts or the divided parts of the real property are part of a common or related scheme of development.

(Emphasis supplied). There are many different types of easements. Black's Law Dictionary (8th ed. 2004) lists more than 50 separate definitions for "easement." The type of easement most logically contemplated by rule 67-48.002(106) is an "apparent easement." Black's defines "apparent easement" as a "visually evident easement, such as a paved trail or a sidewalk." See

also 20 Fla. Jur. 2d *Easements* s. 8 (“An apparent easement is one that is ordinarily understood to be open and visible, such as a pathway or road.”). The easement on the Mayfair property is not an apparent easement, but an access easement, which allows the City of Jacksonville to enter the land to construct, operate, and maintain utility facilities for the benefit of residents living there.

h. Furthermore, the use of the word “street” in conjunction with the word “easement” in rule 67-48.002(106) was clearly intended to refine the term “easement” to more specifically refer to an “apparent” easement that would act in practice in the same way a street would act. Accordingly, the term “easement” as used in rule 67-48.002(106) should be interpreted to refer to apparent easements that visibly and actually divide the development site. Because the easements here are not apparent easements and do not act to undo the contiguous nature of the site, the definition of “scattered sites” does not apply.

i. Changing its interpretation of the word “easements” to stretch beyond apparent easements would have dramatic and deleterious public policy consequences. Florida Housing, through its new long-term strategic plan, actively encourages preservation and redevelopment of existing public housing properties, which of necessity will be encumbered by existing utility access easements. See *Fla. Housing Finance Corporation, Strategic Plan*, pp. 13-15 (adopted Dec. 4, 2009). While combining multiple properties separated by streets or apparent easements can be accomplished through normal business procedures without disrupting the uses of the previously separate parcels, this is not the case when dealing with a utility easement serving established development sites. The procedures available when assembling parcels bisected by streets and apparent easements include purchase agreements, options to purchase, vacation of public rights of way, and purchase of, or vacation of, existing easements. Conversely, in the case of utility access easements, if Applicants sought to have the utility easements vacated before

submitting an application to Florida Housing, electricity service would have to be turned off and all electrical equipment would have to be removed from the site. That would displace current residents, prematurely removing affordable housing from the marketplace before financing is committed for rebuilding. This would not be in keeping with established Corporation goals or good public policy.

j. Procedures exist in Florida law to have utility easements relocated at the appropriate time, when buildings are actually demolished and construction of the new development is ready to begin. *See e.g.* R. 26-6.0341(2) and (3), Fla. Admin. Code (Florida Public Service Commission rule requiring the granting of easements for relocation of a utility's electric facilities).

k. In essence, utility easements simply permit the utility a right of access to service the utility's equipment. These easements are in the nature of vendor agreements in that the utility's facilities can be moved at the request of the utility's customer when rehabilitation or other construction commences on the customer's property. Such easements do not divide a site and do not turn a development site into "scattered sites" in the normal understanding of the phrase.

l. Even if the utility easement does in fact divide the Mayfair site and create scattered sites, the utility easement issue was not timely raised and, therefore, cannot be considered by Florida Housing in preparation of Mayfair's final scores. Under rule 67-48.004(9), Florida Administrative Code, "no application shall fail threshold or receive a point reduction as a result of any issues not previously identified in the notices described in subsections (3)[preliminary scores], (4)[NOPSE] and (5) [NOPSE scores]." The issue of whether or not a utility easement divides the Mayfair site, thereby creating scattered sites, was

not previously identified in the preliminary scores, in any NOPSE filed against Mayfair, or in the NOPSE scores.³ Rather, the first time the utility easement issue was raised was in the NOADs submitted by Gonzalo DeRamon and James Dyal. Therefore, Mayfair was given no opportunity to cure the alleged deficiency. *See e.g. Camellia Pointe, Ltd. v. Fla. Housing Fin. Corp.*, FHFC Case No. 2002-0051 (Final Order 2002) (see Recommended Order, p. 13) (finding that Florida Housing could not reject the petitioner's application for failure to meet threshold based on an issue that Florida Housing had not identified prior to the petitioner's ability to cure).

Rule 67-48.004(9) further states that "inconsistencies created by the Applicant as a result of information provided pursuant to subsections (6) [cure documentation] and (7) [NOADs] above will still be justification for rejection or reduction of points, as appropriate." The utility easement at issue was created in 1995 and therefore existed at the time the NOPSEs were submitted, as well as at the time the NOPSE scores were issued. Therefore, the issue was not "created" as a result of Mayfair's cure materials or as a result of the submitted NOADs. As such, Florida Housing erred in considering the NOADs filed raising the issue that a utility easement divides the Mayfair site thereby creating scattered sites.

8. Rules and statutes that require reversal of the proposed agency action are the Florida Housing Finance Corporation Act (sections 420.501 et. seq., Florida Statutes); sections 120.569 and 120.57(2), Florida Statutes; and rules 67-48.002, 67-48.004, and 67-48.005, Florida Administrative Code. Specifically, Florida Housing's definition of scattered sites in rule 67-

³ While the issue of "scattered sites" was addressed in a NOPSE submitted by Gonzalo DeRamon and accepted by Florida Housing in Mayfair's NOPSE scores, the NOPSE and NOPSE scores were focused solely on the existence of a street that allegedly divided the property. There is no mention of an easement in the NOPSE submitted by Gonzalo DeRamon or in Mayfair's NOPSE scores.

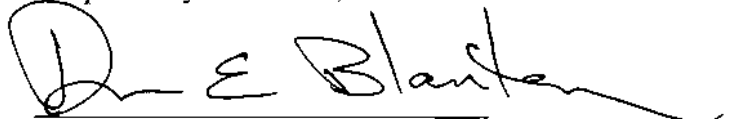
48.001(106) was applied in error to Mayfair, resulting in an erroneous determination that Mayfair's development site met the definition of scattered sites.

9. Based on the foregoing, Mayfair respectfully requests that an informal administrative hearing be held and that the Hearing Officer enter a Recommended Order finding that Mayfair does not consist of scattered sites as defined in rule 67-48.002(106) and that Mayfair has met all threshold requirements and achieved a total score of 70, 6 ability to proceed tie-breaker points, and 7.5 proximity tie-breaker points.

10. At the time of filing this petition, Mayfair does not believe that any material facts are in dispute. Mayfair reserves the right to seek a hearing pursuant to sections 120.569 and 120.57(1) at the Division of Administrative Hearings if, during the course of proceedings on this petition, disputed issues of material fact become known to the parties.

Dated: 12/28/09

Respectfully submitted,



Donna E. Blanton

Florida Bar No. 948500

Toni A. Egan

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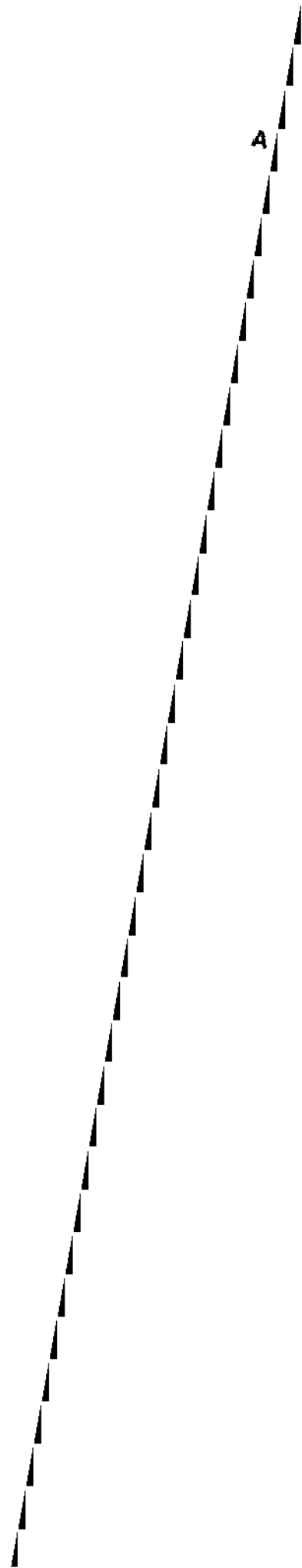
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Attorneys for Ability Mayfair II, LLC



Scoring Summary Report

File #: 2009-121CH Development Name: Mayfair Village Apartments

As Of:	Total Points	Met Threshold?	Ability to Proceed Tie-Breaker Points	Proximity Tie-Breaker Points
12/03/2009	32.00	N	0.00	0.00
Preliminary	70.00	N	6.00	7.50
NOPSE	32.00	N	0.00	0.00
Final	32.00	N	0.00	0.00
Final-Ranking				

Scores:

Item #	Part	Section	Subsection	Description	Available Points	Preliminary	NOPSE	Final	Final Ranking
Construction Features & Amenities									
1S	III	B	2.a	New Construction	9.00	0.00	0.00	0.00	
1S	III	B	2.b	Rehabilitation/Substantial Rehabilitation	9.00	9.00	5.00	5.00	
2S	III	B	2.c	All Developments Except SRO	12.00	12.00	0.00	0.00	
2S	III	B	2.d	SRO Developments	12.00	0.00	0.00	0.00	
3S	III	B	2.e	Energy Conservation Features	9.00	9.00	6.00	6.00	
4S	III	B	3	Green Building	5.00	5.00	5.00	5.00	
Set-Aside Commitment									
5S	III	E	1.b.(2)	Special Needs Households	4.00	4.00	0.00	0.00	
6S	III	E	1.b.(3)	Total Set-Aside Commitment	3.00	3.00	3.00	3.00	
7S	III	E	3	Affordability Period	5.00	5.00	5.00	5.00	
Resident Programs									
8S	III	F	1	Programs for Non-Elderly & Non-Homeless	6.00	0.00	0.00	0.00	
8S	III	F	2	Programs for Homeless (SRO & Non-SRO)	6.00	6.00	0.00	0.00	
8S	III	F	3	Programs for Elderly	6.00	0.00	0.00	0.00	
9S	III	F	4	Programs for All Applicants	8.00	8.00	8.00	8.00	
Local Government Contributions									
10S	IV	A		Contributions	5.00	5.00	0.00	0.00	
Local Government Incentives									
11S	IV	B		Incentives	4.00	4.00	0.00	0.00	

Reason(s) Scores Not Maxed:

Item #	Reason(s)	Created As Result	Rescinded As Result
1S	Because the Application does not qualify as a Homeless Development (See Item 16T), it is not eligible to receive double points for Rehabilitation Developments - Features and Amenities.	NOPSE	
2S	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). Because the Applicant failed to commit to locate each selected feature and amenity that is not unit-specific on each of the Scattered Sites, or no more than 1/16 mile from the site with the most units, or a combination of both, points can only be awarded for those selected features and amenities that are unit-specific. Because the Applicant did not commit to any unit-specific features and amenities, no points could be awarded.	NOPSE	
3S	Because the Application does not qualify as a Homeless Development (See Item 16T), it is not eligible to receive double points for Energy Conservation Features and Amenities.	NOPSE	
5S	Because the Application does not qualify as a Homeless Development (See Item 16T), it is no longer eligible for automatic Special Needs points. The Applicant Notification to Special Needs Household Referral Agency form was not provided.	NOPSE	
8S	Because the Application does not qualify as a Homeless Development (See Item 16T), the Applicant is not eligible to select Qualified Resident Programs for Homeless Developments.	NOPSE	
10S	Because the Application does not qualify as a Homeless Development (See Item 16T), it is no longer eligible for automatic Local Government contribution points. No Local Government contribution forms were provided.	NOPSE	
11S	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). Therefore, the Development Location on the Local Government Verification of Affordable Housing Incentives forms (Exhibits 47, 48, 49 and 50) should reflect all of the Scattered Sites. Because the forms are incomplete, the proposed Development is not eligible for any points for Local Government Incentives.	NOPSE	

Threshold(s) Failed:

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescinded as Result of
1T	II	A	2.e	Non-Profit Applicant	The Applicant failed to qualify as a Non-Profit because it does not meet the definition of a Non-Profit. A Non-Profit, as defined in subsection 67-48.002(83), F.A.C., means "a qualified non-profit entity . . . which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity. . ." The Applicant stated at Part II.A.e.(2)(c) that the percentage owned in the general partnership or managing member interest is 00.01 percent.	Preliminary	Final
2T	V	D	1	Non-Corporation Funding	The Applicant submitted a construction loan commitment from Local Initiatives Support Corporation. Page 71 of the 2009 Universal Application Instructions states "If the commitment is not from a regulated Financial Institution in the business of making loans or a governmental entity, evidence of ability to fund must be provided." The loan does not appear to be from a regulated Financial Institution and no evidence of ability to fund was provided with the loan commitment. Therefore, the construction loan commitment was not considered a source of financing.	Preliminary	Final
3T	V	B		Construction/Rehab. Analysis	The Application has a construction financing shortfall of \$7,280,508.	Preliminary	Final
4T	V	B		Permanent Analysis	The Application has a permanent financing shortfall of \$7,530,508.	Preliminary	Final
5T	V	A	1	FHFC Funding Request	The Application fails threshold for Funding Request because the annual Housing Credit allocation requested (\$1,399,000) exceeds the annual HC request limit (\$1,276,000) on page 66 of the 2009 Universal Application Instructions.	Preliminary	
6T	V	D	2	HC Equity	The Applicant provided an equity commitment that reflects an annual Housing Credit allocation amount that exceeds the limit specified on page 66 of the 2009 Universal Application Instructions. As a result of this inconsistency, the equity commitment cannot be considered a source of financing.	Preliminary	Final
7T	III	A	2.b	Scattered Sites	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The Applicant failed to correctly answer the question at Part III.A.2.b. of the Application.	NOPSE	

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescinded as Result of
8T	III	H		HOME Consolidated Plan	The Applicant failed to provide the required evidence from the local government that the proposed Development will be in conformance with the Consolidated Plan as required in the 2009 Universal Application Instructions.	NOPSE	Final
9T	III	C	1	Site Plan Approval / Plat Approval	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that site plan approval be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although site plan approval has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	
10T	III	C	3.a	Availability of Electricity	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that evidence of the availability of electricity be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although evidence of the availability of electricity has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	
11T	III	C	3.b	Availability of Water	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that evidence of the availability of water be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although evidence of the availability of water has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescinded as Result of
12T	III	C	3.c	Availability of Sewer	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that evidence of the availability of sewer be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although evidence of the availability of sewer has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	
13T	III	C	3.d	Availability of Roads	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that evidence of the availability of roads be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although evidence of the availability of roads has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	
14T	III	C	4	Zoning	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that evidence of appropriate zoning be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although evidence of appropriate zoning has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	
15T	III	C	5	Environmental Site Assessment	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The 2009 Universal Application Instructions require that evidence of appropriate environmental site assessment be demonstrated for all sites if the proposed Development consists of Scattered Sites. Although evidence of appropriate environmental site assessment has been demonstrated for the site located at 1787 Mayfair Village Road, it has not been demonstrated for the other site.	NOPSE	

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescinded as Result of
16T	III	D		Demographic Commitment	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). Therefore, the Development Location on the Verification of Inclusion in Local Homeless Assistance Continuum of Care Plan by Lead Agency form should reflect all of the Scattered Sites. Because the form is incomplete, the proposed Development does not qualify as a Homeless Development.	NOPSE	
17T	II	A	1	Programs Applied For	Because the proposed Development failed to qualify as a Homeless Development (See Item 16T above), the Applicant is not eligible to request Competitive HC and HOME funding.	NOPSE	
18T	III	A	2.b	Scattered Sites	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites (see subsection 67-48.002(106), F.A.C.). The Applicant failed to provide the required information for each of the Scattered Sites at Exhibit 20, as required by the 2009 Universal Application Instructions.	NOPSE	
19T	III	H		HOME Consolidated Plan	As a Cure for item 8T, the HOME Certification of Consistency With the Consolidated Plan was provided by the appropriate authorities; however, the Development site is divided by an easement (3C), and all sites were not identified on the Certification.	Final	

Ability To Proceed Tie-Breaker Points:

Item #	Part	Section	Subsection	Description	Available Points	Preliminary	NOPSE	Final	Final Ranking
1A	III	C	1	Site Plan/Plat Approval	1.00	1.00	0.00	0.00	
2A	III	C	3.a	Availability of Electricity	1.00	1.00	0.00	0.00	
3A	III	C	3.b	Availability of Water	1.00	1.00	0.00	0.00	
4A	III	C	3.c	Availability of Sewer	1.00	1.00	0.00	0.00	
5A	III	C	3.d	Availability of Roads	1.00	1.00	0.00	0.00	
6A	III	C	4	Appropriately Zoned	1.00	1.00	0.00	0.00	

Reason(s) for Failure to Achieve Selected Ability To Proceed Tie-Breaker Points:

Item #	Reason(s)	Created As Result	Rescinded As Result
1A	The Application is not eligible for 1 Ability to Proceed Tie-Breaker Point for site plan approval. See Item 9T above.	NOPSE	
2A	The Application is not eligible for 1 Ability to Proceed Tie-Breaker Point for availability of electricity. See Item 10T above.	NOPSE	
3A	The Application is not eligible for 1 Ability to Proceed Tie-Breaker Point for availability of water. See Item 11T above.	NOPSE	
4A	The Application is not eligible for 1 Ability to Proceed Tie-Breaker Point for availability of sewer. See Item 12T above.	NOPSE	
5A	The Application is not eligible for 1 Ability to Proceed Tie-Breaker Point for availability of roads. See Item 13T above.	NOPSE	
6A	The Application is not eligible for 1 Ability to Proceed Tie-Breaker Point for appropriate zoning and land use. See Item 14T above.	NOPSE	

Proximity Tie-Breaker Points:

Item #	Part	Section	Subsection	Description	Available Points	Preliminary	NOPSE	Final	Final Ranking
1P	III	A	10.b.(2) (a)	Grocery Store	1.25	1.25	0.00	0.00	
2P	III	A	10.b.(2) (b)	Public School	1.25	1.25	0.00	0.00	
3P	III	A	10.b.(2) (c)	Medical Facility	1.25	0.00	0.00	0.00	
4P	III	A	10.b.(2) (d)	Pharmacy	1.25	0.00	0.00	0.00	
5P	III	A	10.b.(2) (e)	Public Bus Stop or Metro-Rail Stop	1.25	1.25	0.00	0.00	
6P	III	A	10.c	Proximity to Development on FHFC Development Proximity List	3.75	3.75	0.00	0.00	
7P	III	A	10.a	Involvement of a PHA	7.50	0.00	0.00	0.00	

Reason(s) for Failure to Achieve Selected Proximity Tie-Breaker Points:

Item #	Reason(s)	Created As Result	Rescinded As Result
1P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Per subsection 67-48.002(115), F.A.C., if a Development consists of Scattered Sites, the Tie-Breaker Measurement Point must be located on the parcel with the most units. Because the Applicant did not provide information for each of its Scattered Sites at Exhibit 20, FHFC is unable to verify that the Tie-Breaker Measurement Point is on the site with the most units and therefore it is impossible to measure the distance between it and the other services.	NOPSE	
1P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Because the Yes/No box was not checked within the Surveyor Certification form certifying that part of boundary of each parcel of the Scattered Sites is within 1/2 mile of the Tie-Breaker Measurement Point, the form could not be scored.	NOPSE	
2P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Because the Yes/No box was not checked within the Surveyor Certification form certifying that part of boundary of each parcel of the Scattered Sites is within 1/2 mile of the Tie-Breaker Measurement Point, the form could not be scored.	NOPSE	
2P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Per subsection 67-48.002(115), F.A.C., if a Development consists of Scattered Sites, the Tie-Breaker Measurement Point must be located on the parcel with the most units. Because the Applicant did not provide information for each of its Scattered Sites at Exhibit 20, FHFC is unable to verify that the Tie-Breaker Measurement Point is on the site with the most units and therefore it is impossible to measure the distance between it and the other services.	NOPSE	
5P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Per subsection 67-48.002(115), F.A.C., if a Development consists of Scattered Sites, the Tie-Breaker Measurement Point must be located on the parcel with the most units. Because the Applicant did not provide information for each of its Scattered Sites at Exhibit 20, FHFC is unable to verify that the Tie-Breaker Measurement Point is on the site with the most units and therefore it is impossible to measure the distance between it and the other services.	NOPSE	
5P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Because the Yes/No box was not checked within the Surveyor Certification form certifying that part of boundary of each parcel of the Scattered Sites is within 1/2 mile of the Tie-Breaker Measurement Point, the form could not be scored.	NOPSE	

Item #	Reason(s)	Created As Result	Rescinded As Result
6P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Because the Yes/No box was not checked within the Surveyor Certification form certifying that part of boundary of each parcel of the Scattered Sites is within 1/2 mile of the Tie-Breaker Measurement Point, the form could not be scored.	NOPSE	
6P	Because the Application does not qualify as a Homeless Development (See Item 16T), the Applicant is not eligible for automatic proximity points.	NOPSE	
6P	Based on information provided by a NOPSE, it appears that the Development site is divided by a street and thus meets the definition of Scattered Sites. Per subsection 67-48.002(115), F.A.C., if a Development consists of Scattered Sites, the Tie-Breaker Measurement Point must be located on the parcel with the most units. Because the Applicant did not provide information for each of its Scattered Sites at Exhibit 20, FHFC is unable to verify that the Tie-Breaker Measurement Point is on the site with the most units and therefore it is impossible to measure the distance between it and the other services.	NOPSE	

Additional Application Comments:

Item #	Part	Section	Subsection	Description	Comment(s)	Created as Result of	Rescinded as Result of
1C	III	A	10	Proximity	The Applicant qualified for 3.75 automatic proximity points at 6P.	Preliminary	NOPSE
2C	III	E	1.b	Set-Aside Commitment	Because the Applicant selected and qualified for the Homeless Demographic, the proposed Development is eligible for 4 automatic points for Special Needs.	Preliminary	NOPSE
3C	III	A	2.b	Scattered Sites	In its cure materials for Items 1S, 2S, 3S, 5S, 8S, 10S, 11S, 5T, 7T, 9T through 18T, 1A through 6A, 1P, 2P, 5P and 6P, the Applicant provided an affidavit from a licensed surveyor concerning the abandonment of Mayfair Village Road by the City of Jacksonville. However, documentation and an affidavit from a licensed surveyor provided by a NOAD demonstrates that although the road was vacated and abandoned as a public road by Ordinance No. 95-1032-593, the ordinance provided that "there is hereby reserved unto the City of Jacksonville a perpetual, unobstructed easement for all public utilities, . . . , over, under, through and across the property" Thus, even though the road was vacated, the development site nevertheless remains divided by the easement reserved over that same property by the City. Because it is divided by an easement, the site meets the definition of Scattered Sites.	Final	

2009 CURE FORM

(Submit a SEPARATE form for EACH reason relative to
EACH Application Part, Section, Subsection, and Exhibit)

This Cure Form is being submitted with regard to **Application No. 2009-121CH** and pertains to:

Part III Section A Subsection 2.b Exhibit No. _____ (if applicable)

The attached information is submitted in response to the 2009 Universal Scoring Summary Report because:

1. Preliminary Scoring and/or NOPSE scoring resulted in the imposition of a failure to achieve maximum points, a failure to achieve threshold, and/or a failure to achieve maximum proximity points relative to the Part, Section, Subsection, and/or Exhibit stated above. Check applicable item(s) below:

	2009 Universal Scoring Summary Report	Created by:	
		Preliminary Scoring	NOPSE Scoring
<input type="checkbox"/> Reason Score Not Maxed	Item No. ____S	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reason Ability to Proceed Score Not Maxed	Item No. ____A	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Reason Failed Threshold	Item No. 7T	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Reason Proximity Points Not Maxed	Item No. ____P	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additional Comment	Item No. ____C	<input type="checkbox"/>	<input type="checkbox"/>

2. Other changes are necessary to keep the Application consistent:

This revision or additional documentation is submitted to address an issue resulting from a cure to Part _____ Section _____ Subsection _____ Exhibit _____ (if applicable).

Brief Statement of Explanation regarding
Application 2009 – 121CH

Provide a separate brief statement for each Cure

Item 7T - The Applicant correctly indicated that the Development does not meet the definition of Scattered Sites. On November 28, 1994, the Corporation financed and entered into an Extended Use Agreement for a development on the same property as a single project and has monitored that project as a single project annually thereafter. A copy of the Extended Use Agreement is attached. Also attached is a copy of the most recent Annual Management Review Closeout Letter demonstrating ongoing compliance monitoring.

In order to further confirm the site does not meet the Scattered Sites definition, the following evidence is also attached: a declaration from a Florida licensed surveyor, Frank W. Jones, Jr.; a site plan of the existing Development, providing an accurate depiction of the property; and photographic evidence that the property is connected at the end of the private drive.

This information also cures scoring items: 1S, 2S, 3S, 5S, 8S, 10S, 11S, 9T, 10T, 11T, 12T, 13T, 14T, 15T, 16T, 17T, 18T, 1A, 2A, 3A, 4A, 5A, 6A, 1P, 2P, 5P, 6P, 1C and 2C.

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Pg: 1144 - 1166
Doc# 94193678
Filed & Recorded
11/29/94
01:16:48 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 105.00

EXTENDED LOW-INCOME HOUSING AGREEMENT

THIS EXTENDED LOW-INCOME HOUSING AGREEMENT (this "Agreement") is made and entered into this 28th day of November, 1994, between the FLORIDA HOUSING FINANCE AGENCY (the "Agency"), a state agency and instrumentality and a public body corporate and politic duly existing under the laws of the State of Florida, and MAYFAIR ASSOCIATES, LTD., a Florida limited partnership (the "Developer").

PREAMBLE

WHEREAS, the Agency has been created and organized pursuant to and in accordance with the provisions of the Florida Housing Finance Agency Act, Sections 420.501-420.516, Florida Statutes, as amended (the "Act"), and pursuant to Section 420.5099 of said Act, the Agency is the housing credit agency for the State of Florida (the "State") specifically authorized by statute to allocate low-income housing credit dollar amounts ("Tax Credits") under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Agency has agreed, under certain conditions, to allocate Tax Credits to the Developer in connection with the rehabilitation of a multi-family residential rental housing project (the "Project") located within Duval County, Florida (the "County"), the legal description for which is set forth in Exhibit "A" hereto, to be occupied partially (at least forty percent (40%) by individuals whose income is sixty percent (60%) or less of area median gross income within the meaning of Section 42(g) of the Code; and

WHEREAS, The Developer has made a knowing, voluntary and intelligent election to waive for fifteen additional years following the last day of the Compliance Period any prerogative it would have to collect rents on the Low-Income Units at rates determined by the rental market as set forth in its application to the Agency for 1993 Tax Credits and attested and sworn to in the Carryover Allocation Certificate dated December 23, 1993; and

THIS INSTRUMENT PREPARED BY:
Susan J. Leigh
FLORIDA HOUSING FINANCE AGENCY
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

WHEREAS, Section 42 of the Code provides that no Tax Credits shall be allowed with respect to any building unless an extended low-income housing commitment is in effect for such building at the end of such taxable year; and

WHEREAS, in order to assure Developer compliance with the provisions of, and to evidence the Developer's extended low-income housing commitment as required by, Section 42 of the Code, the Agency and the Developer have determined to enter into this Agreement in which they set forth certain terms and conditions relating to the Developer's operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Developer do hereby contract and agree as follows:

AGREEMENT

Section 1. Definitions and Interpretation.

(a) Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement.

"Act" shall mean the Florida Housing Finance Agency Act, Florida Statutes, Section 420.501-.516, as amended.

"Agency" shall mean the FLORIDA HOUSING FINANCE AGENCY, a state agency and instrumentality and a public body corporate and politic duly existing under the laws of the State of Florida, and any agency or other entity of the State of Florida that shall hereafter succeed to the powers, duties and functions of the Agency.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any successor statute as it applies to the Tax Credits described herein, together with all applicable final, temporary or proposed Treasury Regulations and Revenue Rulings thereunder. Reference in this Agreement to any specific provision of the Code shall be deemed to include any applicable successor provision of such provision of the Code that may apply to the Tax Credits described herein.

"Compliance Period" shall mean, with respect to any building that is included in the Project, a period of fifteen (15) years beginning on the first day of the first taxable year of the Credit Period with respect thereto.

"County" shall mean Duval County, Florida.

"Credit Period" shall mean, with respect to any building that is included in the Project, the period of ten (10) years beginning with (x) the taxable year in which the building is placed in service, or (y) at the election of the Developer, the succeeding taxable year.

"Developer" shall mean MAYFAIR ASSOCIATES, LTD., a Florida limited partnership and its successors and assigns as permitted under Section 4 of this Agreement.

"Extended Low-Income Housing Agreement" or "Agreement" shall mean this Extended Low-Income Housing Agreement, as amended or supplemented from time to time.

"Extended Use Period" shall mean, with respect to any building that is included in the Project, the period that begins on the first day of the Compliance Period in which such building is part of the Project and ends on the date that is the fifteenth (15th) anniversary of the last day of the Compliance Period, unless earlier terminated as provided in the Preamble of this Agreement.

"Gross Rent" shall mean any amount paid by a tenant in connection with the occupancy of a Residential Rental Unit, plus the cost of any services that are required to be paid by a tenant as a condition for occupancy, plus the cost of any utilities, other than telephone, for such unit. If any utilities (other than telephone) are paid directly by the tenant, "gross rent," also includes a utility allowance determined as set forth in this paragraph. "Gross Rent" does not include any payment under Section 8 of the United States Housing Act of 1937 or any comparable rental assistance program with respect to such Residential Rental Unit or to the occupants thereof, or any fee for supportive service that is paid to the owner of the unit on the basis of the low income status of the tenant of such Residential Rental Unit by any governmental program of assistance or by any tax-exempt organization if such program or organization provides assistance for rent and the amount of assistance provided for rent is not separable from the amount of assistance provided for supportive services within the meaning of Section 42(g)(2)(B) of the Code. For purposes of the foregoing, the allowable utility allowance is: (i) the United States Department of Housing and Urban Development ("HUD") utility allowances (except as provided in clause (iv) hereof) in the case of a building whose rents and utility allowances are reviewed by HUD on an annual basis; (ii) the applicable Public Housing Authority ("PHA") utility allowances established for the Section 8 Existing Housing Program (except as provided in clause (iv) hereof) in the case of a building occupied by one or more tenants receiving HUD rental assistance payments ("HUD Tenant Assistance"); (iii) in the case of a building for which there is neither (x) HUD Tenant Assistance, nor (y) an applicable HUD or PHA utility allowance, utility allowances based on letters from local utility providers certifying the estimated costs of all covered utilities for units of comparable size and construction in the county where

the building is located, determined in accordance with Internal Revenue Service Notice 89-6; or (iv) the applicable FmHA utility allowance in the case of any Rent-Restricted Unit in a building where either the building receives FmHA housing assistance (including a building that is HUD-regulated) or any tenant receives FmHA housing assistance (including any Low-Income Tenant receiving HUD Tenant Assistance who resides in a building where the building or any other tenant receives FmHA housing assistance).

"Low-Income Tenants" shall mean individuals whose income is sixty percent (60%) or less of area median gross income (adjusted for family size) within the meaning of Section 42(g)(1) of the Code, as the same may be amended from time to time (but only to the extent such amendments apply to the Project). In no event, however, shall occupants of a unit be considered to be of low income if all the occupants are students (as defined in Section 151(c)(4) of the Code, but excluding from such definition an individual who is (x) a student and receiving assistance under Title IV of the Social Security Act, or (y) deemed to be a student merely because that individual is enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, state or local laws), no one of whom is entitled to file a joint federal income tax return.

"Low-Income Unit" shall mean any unit in a building if: (i) the unit is a Rent-Restricted Unit satisfying the requirements of Section 2 hereof, and (ii) the individuals occupying the unit are Low-Income Tenants (or the unit is held available for rental to Low-Income Tenants if previously rented to and occupied by Low-Income Tenants) as set forth in Section 3(a) hereof.

"Monitoring Agent" shall mean any monitoring agent appointed by the Agency.

"Rehabilitation Expenditures" shall mean those amounts chargeable to the capital account and incurred with respect to depreciable property or improvements in connection with the rehabilitation of a building, but shall exclude the cost of acquisition of such building (or any interest therein) and such other amounts as are excluded pursuant to Section 42(e) of the Code.

"Related Person" to a person shall mean a relationship such that the "related person" bears a relationship to such person specified in Section 267(b) or Section 707(b)(1) of the Code, or the related person and such person are engaged in trades or businesses under common control within the meaning of Section 52(a)-(b) of the Code, except that for purposes hereof, the phrase "10 percent" shall be substituted for the phrase "50 percent" in applying Section 267(b) and section 707(b)(1).

"Rent-Restricted Unit" shall mean a Residential Rental Unit where the Gross Rent with respect to such unit does not exceed thirty percent (30%) of the imputed income limitation applicable to such unit (or such higher limitation as provided by Section 42(g)(2)(E) of the Code). For purposes of the foregoing, the imputed income limitation applicable to a Residential Rental Unit is the income limitation set forth for Low-Income Tenants occupying the unit if the number of individuals occupying the unit are (x) one (1) individual, in the case of a unit that does not have a separate bedroom, and (y) one and one-half (1.5) individuals for each separate bedroom, in the case of a unit that has one or more separate bedrooms.

"Residential Rental Units" shall mean dwelling units made available for rental, and not ownership, by Low-Income Tenants and members of the general public, each of which units shall contain complete living facilities that are to be used other than on a transient basis together with facilities that are functionally related or subordinate to the living facilities. The units shall at all times be constructed and maintained in substantial accordance with the applicable building code standards of the County. For purposes of the foregoing, a unit that contains sleeping accommodations and kitchen and bathroom facilities and that is located in a building used exclusively to facilitate the transition of homeless individuals to independent living and in which a governmental entity or qualified nonprofit organization provides such individuals with temporary housing and supportive services designed to assist such individuals in locating and retaining permanent housing shall not be deemed to be a unit occupied on a transient basis within the meaning hereof.

(b) All capitalized words and terms herein which are not otherwise defined herein shall have the same meanings ascribed to them in Section 42 of the Code or in Treasury Regulations thereunder.

(c) The terms and phrases used in the Recitals of this Agreement have been included for convenience of reference only, in the meaning, construction and interpretation of all such terms and phrases shall be determined by reference to this Section 1. The titles and headings in this Agreement have been inserted for convenience of reference only and shall be deemed to modify and restrict any other provisions of this Agreement.

(d) Unless the context clearly requires otherwise, words of masculine, feminine or neuter gender, as the case may be, shall be construed as including the other genders, and words of the singular number shall be construed to include the plural number, and vice versa. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Agreement and to sustain the validity hereof.

Section 2. Qualified Low-Income Housing Project. The Agency and the Developer hereby declare their understanding and

intent that, during the Extended Use Period, the Project is to be owned, managed, and operated as a qualified low-income housing project as such phrase is defined in Section 42(g) of the Code. To that end, the Developer hereby represents, covenants and agrees as follows:

(a) That the Project is being rehabilitated for purposes of providing a qualified low-income housing project, and the Developer shall own, manage and operate the Project as a qualified low-income housing project all in accordance with Section 42 of the Code; and

(b) That all of the Residential Rental Units in the Project shall be similarly constructed and each such unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation for at least a single individual or a family; provided, however, that a unit that contains sleeping accommodations and kitchen and bathroom facilities and that is located in a building used exclusively to facilitate the transition of homeless individuals to independent living and in which a governmental entity or a qualified nonprofit organization provides such individuals with temporary housing and supportive services designed to assist such individuals in locating and retaining permanent housing shall not be deemed to be a unit occupied on a transient basis within the meaning of this Section 2(b); and

(c) That, during the Extended Use Period, none of the Residential Rental Units in the Project shall at any time be utilized on a transient basis; except as provided in this Section 2(c), none of the Residential Rental Units in the Project shall ever be leased or rented for an initial period of less than one hundred eighty (180) days; and neither the Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing home, rest home, trailer court or trailer park, or health club or recreational facility (other than recreational facilities that are available only to tenants and their guests without charge for their use and that are customarily found in multi-family rental housing projects); provided, however; that a single-room occupancy unit shall not be treated as used on a transient basis merely because it is rented on a month-to-month basis; and provided, further, that a unit that contains sleeping accommodations and kitchen and bathroom facilities and that is located in a building used exclusively to facilitate the transition of homeless individuals to independent living and in which a governmental entity or a qualified nonprofit organization provides such individuals with temporary housing and supportive services designed to assist such individuals in locating and retaining permanent housing shall not be deemed to be a unit occupied on a transient basis within the meaning of this Section 2(c); and

(d) That, during the Extended Use Period, the Residential Rental Units in the Project shall be leased and

rented, or made available for rental on a continuous basis, to members of the general public; and the Developer shall not give preference in renting Residential Rental Units in the Project to any particular class or group of persons, other than Low-Income Tenants as provided in this Agreement; and

(e) That the Project shall consist of one (1) or more discrete edifices or other man-made construction, each consisting of an independent foundation, outer walls and roof, and containing four (4) or more Residential Rental Units and functionally-related facilities, all of which shall be: (x) owned by the same person for federal tax purposes; (y) located on a common tract of land or two (2) or more contiguous tracts of land; provided, however, that separate tracts of land that are separated only by a road, street, stream or similar property shall for purposes hereof be deemed to be contiguous; and (z) financed pursuant to a common plan of financing, and which shall consist entirely of:

- (1) Residential Rental Units which are similar in quality and type of construction and amenities; and
- (2) Facilities functionally related and subordinate in purpose and size to the property described in Section 2(e)(1) above, e.g., parking areas, laundries, swimming pools, tennis courts and other recreational facilities (none of which may be unavailable to any person because such person is a Low-Income Tenant and other facilities that are reasonably required for the Project e.g., heating and cooling equipment, trash disposal equipment, dwelling units for resident managers and maintenance personnel; and

(f) That, during the Extended Use Period, the Project shall not include a unit in a building where all Residential Rental Units in such building are not also included in the Project; and

(g) That, during the Compliance Period, the Developer shall not convert the Project to condominium ownership; and

(h) That, during the Compliance Period, no part of the Project shall at any time be owned or used by a cooperative housing corporation; and

(i) That, during the Extended Use Period, no unit in the Project shall be occupied by the Developer or a Related Person to the Developer at any time (x) unless such person resides in a unit in a building or structure which contains at least five (5) Residential Rental Units, or (y) except as provided in Section 42(i)(3)(E) of the Code; and

(j) That, within a twenty-four (24) month period, the Developer shall incur Rehabilitation Expenditures allocable to or that substantially benefit Low-Income Units in such building in an amount that is not less than the greater of (x) ten percent (10%) of the adjusted basis of the building as of the first day of such period, or (y) \$3,000 per Low-Income Unit in such building.

(k) That the Developer shall not discriminate on the basis of age, race, creed, religion, color, sex, marital status, family status, handicap or national origin in the 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; provided, however, that nothing herein shall be deemed to preclude the Developer from discrimination based on income in renting Residential Rental Units set aside for Low-Income Tenants in compliance with the requirements of the Code; and

(l) That the Developer shall submit the certificate with respect to the first year of the Credit Period and such annual reports to the Secretary of the Treasury as required by Sections 42(l)(1) and (l)(2) of the Code and deliver a copy thereof to the Agency and to the Monitoring Agent, and shall submit such information to the Agency as the Agency may request in order for the Agency to comply with Section 42(l)(3) of the Code and for the Agency to monitor the Developer's compliance with Section 42 of the Code, the Agency's rules and regulations codified at Florida Administrative Code, Chapter 9I-33, and the provisions of the Agreement; and

(m) That, during the Extended Use Period, the Developer shall comply with the following commitments that were the basis of the Agency's competitive scoring and ranking of the Developer's application for Tax Credits in satisfaction of the Agency's responsibilities under Section 42(n) of the Code, and as required by the Agency's rules and regulations implementing such responsibilities, Florida Administrative Code, Rule 9I-33.010(1):

(i) Notwithstanding Section 3(a) below to the contrary, commencing with the issuance of the first certificate of occupancy for any building included in the Project, at least one-hundred percent (100%) of the occupied and completed Residential Rental Units included in the Project shall be occupied by and rented to Low-Income Tenants or held available for rental to Low-Income Tenants.

(ii) For purposes of complying with the requirements set forth in Section 2(m)(i) above, if the income of an individual or family resident in a Residential Rental Unit did not exceed the applicable income limit (adjusted for family size) at the commencement of such resident's occupancy, the income of such individual or family shall be treated as continuing to not exceed the applicable income limit as long as such Residential Rental Unit remains a Rent-Restricted Unit. The preceding

sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceed one hundred forty percent (140%) of the applicable income limit (adjusted for family size), if after such determination, but before the next income determination, any Residential Rental Unit of comparable or smaller size in the building is occupied by a new individual or family resident whose income exceeds the applicable income limit (adjusted for family size) for Low-Income Tenants.

(iii) The Developer shall obtain from each Low-Income Tenant and maintain on file an Income Certification pursuant to the requirements and procedures found in the Low-Income Rental Housing Tax Credit Compliance Manual immediately prior to the initial occupancy of a Residential Rental Unit in the Project by such tenant. The Developer shall also obtain, at least annually thereafter, and maintain on file an Income Certification from each Low-Income Tenant (and from each tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 2(m)(i) above) to determine whether the then current income of such tenants (or such tenants whose income is treated as continuing not to exceed the applicable income limit as provided in Section 2(m)(i) above) residing in the Project exceed the applicable income limits, adjusted for family size. In addition, the Developer shall require each Low-Income Tenant (or tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 2(m)(i) above) to notify the Developer of any material change of information in his, her or their, as the case may be, most recent Income Certification. The Income Certification shall be in the form and contain such information as may be required by the policies of the Agency, as the same may be, from time to time, amended by the Agency on the advice of Counsel. Photocopies of each such Income Certification shall be submitted to the Agency and the Monitoring Agent (i) on or before the tenth (10th) day of the calendar month following the calendar quarter during which the first Residential Rental Unit in the Project is first occupied, (ii) on or before the tenth (10th) day of each calendar month following each calendar quarter thereafter, and (iii) as requested by the Agency or the Monitoring Agent, which may be as often as may be necessary, in the opinion of the Agency or its Counsel, to comply with the provisions of this Agreement.

(iv) The Developer shall maintain complete and accurate records pertaining to the Residential Rental Units occupied by and rented to (or held available for rental to) Low-Income Tenants for at least six (6) years following the indicated date of each such record and shall permit any duly authorized representative of the Agency or the Monitoring Agent, to inspect the books and records of the Developer pertaining to the Income Certifications and income substantiation materials of Low-Income Tenants (and such tenants whose income is treated as continuing not to exceed the applicable income limit as provided in Section 2(m)(i) above) residing in the Project upon reasonable notice and at reasonable times.

(v) The Developer shall immediately notify the Agency and the Monitoring Agent if at any time the Residential Rental Units in the Project are not occupied or available for occupancy as provided in Section 2(m)(i) above.

Section 3. Low-Income Tenants; Low-Income Units. In order to satisfy the requirements of the Code, the Developer hereby represents, covenants and agrees that, during the Extended Use Period:

(a) Not later than the close of the first (1st) year of the Credit Period for each building included in the Project, at least forty percent (40%) of the occupied and completed Residential Rental Units included in the Project shall be both Rent-Restricted Units and rented to and occupied by Low-Income Tenants, and after the initial rental occupancy of such Residential Rental Units by Low-Income Tenants, at least forty percent (40%) of the completed Residential Rental Units in the Project at all times shall be both Rent-Restricted Units and rented to and occupied by (or held available for rental to, if previously rented to and occupied by a Low-Income Tenant) Low-Income Tenants as required by Section 42(g)(1) of the Code. For purposes of complying with the foregoing requirements, if (x) the income of an individual or family resident in a Rent-Restricted Unit did not exceed the applicable income limit (adjusted for family size) at the commencement of such resident's occupancy and (y) such unit continues to be a Rent-Restricted Unit, the income of such individual or family shall be treated as continuing to not exceed the applicable income limit. The preceding sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceeds one hundred forty percent (140%) of the applicable income limit (adjusted for family size) if, after such determination, but before the next income determination, any Residential Rental Unit of comparable or smaller size in the building is occupied by a new individual or family resident whose income exceeds the applicable income limit (adjusted for family size).

(b) During each taxable year in the Extended Use Period, the applicable fraction (as such term is defined in Section 42(c)(B) and is used in Section 42(h)(6) of Code) shall not be less than the smaller of: (i) the unit fraction or (ii) the floor space fraction (as such terms are defined in Sections 42(c) of the Code).

(c) The Developer shall not evict or terminate the tenancy of any tenant (including any tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) of any Low-Income Unit in the Project, other than for good cause, or increase the Gross Rent with respect to such Low-Income Units in excess of the amount allowable as Rent-Restricted Units.

(d) The Developer shall obtain from each Low-Income Tenant and maintain on file an Income Certification pursuant to

the requirements and procedures found in the Low-Income Rental Housing Tax Credit Compliance Manual immediately prior to the initial occupancy of a dwelling unit in the Project by such Low-Income Tenant. The Developer shall also obtain, at least annually thereafter, and maintain on file an Income Certification from each Low-Income Tenant (and from each tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) to determine whether the then current income of such Low-Income Tenant (or such tenants whose incomes are treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) residing in the Project exceed the applicable income limits, adjusted for family size. In addition, the Developer shall require each Low-Income Tenant (or tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) to notify the Developer of any material change of information in his, her or their, as the case may be, most recent Income Certification. The Income Certification shall be in the form and contain such information as may be required by the Code and the policies of the Agency, as the same may be from time to time amended by the Agency on the advice of Counsel, or in such other form and manner as may be required by applicable rules, rulings, procedures, official statements, regulations or policies now or hereafter promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to Tax Credits. Photocopies of each such Income Certification shall be submitted to the Agency and the Monitoring Agent (i) on or before the tenth (10th) day of the calendar month following the calendar quarter during which the first Residential Rental Unit in the Project is first occupied, (ii) on or before the tenth (10th) day of the calendar month following each calendar quarter thereafter, and (iii) as requested by the Agency or the Monitoring Agent, which may be as often as may be necessary, in the opinion of the Agency or its Counsel, to comply with the provisions of the Code. In addition to the foregoing, the Developer shall submit to the Agency (iv) Quarterly Status Reports, on Forms specified by the Agency, not later than ten (10) days after the beginning of each calendar quarter during the Compliance Period; and (v) Annual Reports, on Forms specified by the Agency, not later than August 1 of each year. For the purpose of this Section, a calendar quarter shall be deemed to commence on January 1, April 1, July 1 and October 1 of each year.

(e) The Developer shall maintain complete and accurate records pertaining to the Low-Income Units for at least six (6) years following the indicated date of each such record and shall permit any duly authorized representative of the Agency, the Monitoring Agent, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Developer pertaining to the Income Certifications and income substantiation materials of Low-Income Tenants (and such tenants whose income is treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) residing in the Project upon reasonable notice and at reasonable times.

(f) The Developer shall immediately notify the Agency and the Monitoring Agent if at any time the Residential Rental Units in the Project are not occupied or available for occupancy as provided in Section 3(a) above.

Section 4. Sale, Lease or Transfer of the Project or any Building.

(a) The Developer shall not enter into a sale, lease, exchange, assignment, conveyance, transfer or other disposition (collectively, a "Disposition") of the Project or any building in the Project: (i) unless such Disposition is of all of a building in the Project, and (ii) without prior written notice to the Secretary of the Treasury and to the Agency, and the compliance with all rules and regulations of the Department of the Treasury and the Agency applicable to such Disposition. The Developer shall notify the Agency in writing of the name and address of the person to whom any Disposition has been made within fourteen (14) days after the date thereof. It is hereby expressly stipulated and agreed that any Disposition of the Project or of any building in the Project by the Developer in violation of this Section 4 shall be null, void and without effect, shall cause a reversion of title to the transferor Developer, and shall be ineffective to relieve the Developer of its obligations under this Agreement. The Developer shall include, verbatim or by incorporation by reference, all requirements and restrictions contained in this Agreement in any deed or other documents transferring any interest in the Project or in any building in the Project to any other person or entity to the end that such transferee has notice of and is bound by such restrictions, and shall obtain the express written assumption of this Agreement by any such transferee.

(b) The restrictions contained in Section 4(a) shall not be applicable to any of the following: (1) any transfer pursuant to or in lieu of a foreclosure or any exercise of remedies (including, without limitation, foreclosure) under any mortgage on the Project; provided, however, that neither the Developer nor any Related Person to the Developer shall acquire any interest in the Project during the remainder of the Extended Use Period; (2) any sale, transfer, assignment, encumbrance or addition of limited partnership interests in the Developer; (3) grants of utility-related easements and governmental easements, shown on the title policy approved by the Agency and any other easement and use agreements which may be consented to by the Agency and service-related leases or easements, such as laundry service leases or television cable easements, over portions of the Project; provided, however, the same are granted in the ordinary course of business in connection with the operation of the Project as contemplated by this Agreement; (4) leases of apartment units to tenants, including Low-Income Tenants, in accordance with this Agreement; (5) any sale or conveyance to a condemning governmental authority as a direct result of a condemnation or a governmental taking or a threat thereof; (6) the placing of a subordinate mortgage lien, assignment of leases

and rents or security interests on or pertaining to the Project if made expressly subject and subordinate to this Agreement; or (7) any change in allocations or preferred return of capital, depreciation or losses or any final adjustment in capital accounts (all of which may be freely transferred or adjusted by Developer pursuant to Developer's partnership agreement).

Section 5. Project Within Agency's Jurisdiction. The Developer hereby represents and warrants that each building in the Project shall be located entirely within the limits of the County.

Section 6. Term of this Agreement.

(a) This Agreement shall become effective upon its execution and delivery, and shall remain in full force and effect until the expiration of the Extended Use Period or except as otherwise provided in this Section 6. Upon the termination of this Agreement, upon request of any party hereto, the Agency and the Developer or any successor party hereto shall execute a recordable document prepared by the Agency or its Counsel further evidencing such termination.

(b) The restrictions contained in Section 2 and Section 3 of this Agreement regarding the use and operation of the Project and of each building in the Project shall automatically terminate in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure to an entity other than the Developer or a Related Person of the Developer (except as may otherwise be determined by the Secretary of the Treasury), change in a federal law or an action of a federal authority after the date hereof which prevents compliance with the covenants expressed herein, or condemnation or similar event (as determined by the Agency upon the advice of Counsel). In such event, upon the request and at the expense of the Developer, the parties hereto shall execute an appropriate document in recordable form prepared by the Agency or its Counsel to evidence such automatic termination. This Section 6(b) shall not apply (and the restrictions contained in Sections 2 and 3 shall thereafter apply) to the Project in the event that, subsequent to any involuntary noncompliance as described in this Section 6(b) but prior to the expiration of the Extended Use Period, (x) a Related Person to the Developer obtains an ownership interest in the Project for tax purposes, or (y) the Secretary of the Treasury determines that such foreclosure or transfer of title by deed in lieu of foreclosure is part of an arrangement to terminate this Agreement.

(c) The restrictions contained in Section 2 and Section 3 of this Agreement regarding the use and operation of the Project and of each building in the Project shall terminate on the date that is (x) fifteen years after the last day of the Compliance Period applicable to the Project or such building(s) and (y) the last day of the one (1) year period beginning on the

date that the Developer submits a written request to the Agency to find a purchaser of the Developer's interest in the Project or such building(s) pursuant to the Agency's rules and regulations, Florida Administrative Code, Rule 91-33.018, if during such one (1) year period, the Agency is unable to present to the Developer a qualified contract (within the meaning of Section 42(h)(6) of the Code) for the purchase of the Project or such building(s) by a person who will continue to operate the Project or such building(s) as a qualified low-income housing project or qualified low-income building(s), as the case may be.

(d) Notwithstanding the termination of the restrictions contained in Section 2 and Section 3 prior to the expiration of the Extended Use Period, the Developer (including any successor or assignee of the Developer) shall not, prior to the end of the three (3) year period following such termination: (i) evict or terminate the tenancy of any existing tenant (including any tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) of any Low-Income Unit, other than for good cause, or (ii) increase the Gross Rent with respect to such Low-Income Units in excess of the amounts allowable as Rent-Restricted Units.

(e) Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or sections hereof, may be terminated upon agreement by the Agency and the Developer if there shall have been received an opinion of Counsel to the Agency that such termination is permitted under Section 42 of the Code.

Section 7. Indemnification. The Developer hereby covenants and agrees to indemnify and hold the State, the Agency and the Monitoring Agent, and their respective members, directors, officers, employees, attorneys, agents and representatives (any or all of the foregoing collectively referred to as the "Indemnified Persons") harmless from and against any and all losses, damages, judgments (including specifically punitive damage awards), arbitration awards, amounts paid in settlements, costs and expenses and liabilities of whatsoever nature or kind (including, but not limited to, reasonable attorneys' fees, whether or not suit is brought and whether incurred in connection with settlement negotiations, investigations of claims, at trial, on appeal, in bankruptcy or other creditors' proceedings or otherwise, expert witness fees and expenses and court costs) directly or indirectly resulting from, arising out of or in connection with any act or omission to act by the Developer or any of its partners, directors, officers, employees, attorneys or agents or other persons under direct contract to the Developer or acting on its behalf, resulting from, arising out of or relating to: (i) the granting of (or failure to grant) any low-income housing tax credits, (ii) the interpretation or enforcement of any provision of this Agreement (including but not limited to any action by any tenant to enforce the provisions hereof), (iii) any written statements or representations made or given by the Developer or by any partner,

director, officer, employee, attorney or agent of the Developer or by any person under direct contract to the Developer or acting on the Developer's behalf to any person to whom the Developer sells or offers to sell any interest in low-income housing tax credits, or (iv) the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project.

Each Indemnified Person will promptly, and after notice to such Indemnified Person (notice to the Indemnified Persons being serviced with respect to the filing of an illegal action, receipt of any claim in writing or similar form of actual notice) of any claim as to which he asserts a right to indemnification, notify the Developer of such claim. Each Indemnified Person will provide notice to the Developer promptly, but in no event later than seven (7) days following his receipt of a filing relating to a legal action or thirty (30) days following his receipt of any such other claim.

If any claim for indemnification by one or more Indemnified Persons arises out of a claim for monetary damages by a person other than the Indemnified Persons, the Developer shall undertake to conduct any proceedings or negotiations in connection therewith which are necessary to defend the Indemnified Persons and shall take all such steps or proceedings as the Developer in good faith deems necessary to settle or defeat any such claims, and to employ counsel to contest any such claims; provided, however, that the Developer shall reasonably consider the advice of the Indemnified Persons as to the defense of such claims, and the Indemnified Persons shall have the right to participate, at their own expense, in such defense, but control of such litigation and settlement shall remain with the Developer. The Indemnified Persons shall provide all reasonable cooperation in connection with any such defense by the Developer. Counsel (except as provided above) and auditor fees, filing fees and court fees of all proceedings, contests or lawsuits with respect to any such claim or asserted liability shall be borne by the Developer. If any such claim is made hereunder and the Developer does not undertake the defense thereof, the Indemnified Persons shall be entitled to control such litigation and settlement and shall be entitled to indemnity for all costs and expenses incurred in connection therewith pursuant to the terms of this Section 7. To the extent that the Developer undertakes the defense of such claim, the Indemnified Persons shall be entitled to indemnity hereunder only to the extent that such defense is unsuccessful as determined by a final judgment of a court of competent jurisdiction, or by written acknowledgment of the parties. The Developer reserves the right to appeal any judgment rendered.

Section 8. Reliance. The Agency and the Developer 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 Developer's use of the Tax Credits. In performing their duties and obligations hereunder, the Agency

may rely upon statements and certificates of the Developer and Low-Income Tenants believed in good faith to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Developer pertaining to occupancy of the Project. No interlineation or manual alteration to the typed version of this Agreement shall be permitted unless initialed by all parties to the Agreement. In addition, the Agency may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered by the Agency hereunder in good faith and in conformity with the opinion of such counsel. The Developer shall reimburse the Agency for reasonable attorneys' fees and expenses incurred in obtaining the opinion of such counsel. In performing its duties and obligations hereunder, the Developer may rely upon certificates of Low-Income Tenants reasonably believed to be genuine and to have been executed by the proper person or persons. The Developer may rely on the rules, regulations, guidelines and policies of the Agency, the Department of the Treasury, and upon reasonable interpretations of the same.

Section 9. Enforcement by the Agency and by Tenants.

If the Developer defaults in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the Developer set forth in this Agreement, and if such default or breach remains uncured for a period of sixty (60) days (or ninety (90) days for any default not caused by a violation of Section 2 or 3 hereof) after written notice thereof shall have been given by the Agency to the Developer (or for an extended period approved in writing by Agency Counsel (x) if such default or breach stated in such notice can be corrected, but not within such sixty (60) day (or ninety (90) day) period, and (y) if the Developer commences such correction within such sixty (60) day (or ninety (90) day) period and thereafter diligently pursues the same to completion within such extended period), then the Agency shall give notice of such default or breach to the Internal Revenue Service and may terminate all rights of the Developer under this Agreement, and the Agency may take whatever other action at law or in equity or otherwise, whether for specific performance of any covenant in this Agreement or such other remedy as may be deemed most effectual by the Agency to enforce the obligations of the Developer under this Agreement.

Notwithstanding any of the foregoing, the Agency shall have the right to seek specific performance of any of the covenants, agreements and requirements of this Agreement concerning the construction and operation of the Project and any person who satisfies the income limitations applicable to Low-Income Tenants hereunder (whether prospective, present or former occupants of any Residential Rental Unit in any building included in the Project, including any tenant whose income is treated as continuing not to exceed the applicable income limit as provided in Section 3(a) above) shall separately have the right to seek

specific performance and otherwise enforce the requirements of Section 3(b) and Section 3(c) with respect to such building that is part of the Project.

The Agency shall have the right to require the Developer to remove any Manager or Managing Agent who does not require compliance with this Agreement upon such Manager's or Managing Agent's being given thirty (30) days' written notice of a violation, and such right shall be expressly acknowledged in any contract between the Developer and any Manager or Managing Agent.

The Agency shall have the right to enforce this Agreement and require curing of defaults in shorter periods than specified above if Agency Counsel makes a reasonable determination that such shorter periods are necessary to comply with Section 42 of the Code.

Section 10. Recording and Filing; Covenants to Run with the Land.

(a) Upon execution and delivery by the parties hereto, the Developer shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of the County in such manner and in such other places as the Agency may reasonably request and shall pay all fees and charges incurred in connection therewith.

(b) This Agreement and the covenants herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Developer and the Agency and their respective successors and assigns during the term of this Agreement.

(c) Upon reasonable notice, if there has been no event of default under this Agreement, the Agency shall furnish to the Developer a statement in writing certifying that the Agreement is not in default.

Section 11. Amendments Required by the Code. To the extent that Section 42 of the Code or any amendments thereto and any final or temporary Treasury Regulations or Revenue Rulings thereunder shall impose requirements upon the ownership or operation of the Project more or less restrictive than those imposed by this Agreement, the Developer and the Agency agree that this Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements or to impose less restrictive requirements, as appropriate; provided, however, this Section 11 shall not affect requirements of this Agreement imposed by State law or agreed to by the Developer that were the basis of the Agency's competitively scoring and ranking the Developer's application (including any modifications or supplements thereto) for Tax Credits. The Developer and the Agency shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary in the reasonable

opinion of Counsel to the Agency to be in compliance with the provisions of Section 42 and all other provisions of the Code and Florida law relating to Tax Credits.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 13. Notice. Any notice required to be given hereunder shall be given by personal delivery, by registered or certified U.S. Mail or by expedited delivery service at the address as specified below or at such other addresses as may be specified by notice to the other parties hereto, and any such notice shall be deemed received on the date of delivery, if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered or certified U.S. Mail:

Agency: FLORIDA HOUSING FINANCE AGENCY
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Attn: Susan J. Leigh
Executive Director

Developer: MAYFAIR ASSOCIATES, LTD.
3030 Hartley Road, Suite 100
Jacksonville, Florida 32257
Attn: Mark T. Farrell

Section 14. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed omitted from this Agreement and the validity, legality and enforceability of the remaining portions of this Agreement shall remain in full force and effect, but such holding shall not affect the validity, legality or enforceability of such provision under other, dissimilar facts or circumstances.

Section 15. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

Section 16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and their successors and assigns, but this provision shall not be construed to permit assignment by the Developer without the written consent of the Agency.

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SIGNATURE PAGE FOR
EXTENDED LOW-INCOME HOUSING AGREEMENT

IN WITNESS WHEREOF, the Agency and the Developer have executed this Agreement as of the date first written above.

WITNESSES:

FLORIDA HOUSING FINANCE AGENCY, a state agency and instrumentality and a public body corporate and politic duly existing under the laws of the State of Florida

Angela Marie Wiggins
ANGELA MARIE WIGGINS
Linda M. Hawthorne
Linda M. Hawthorne

By: [Signature]
Susan J. Leigh
Executive Director and Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was executed and acknowledged before me this 7th day of NOVEMBER, 1994 by Susan J. Leigh as Executive Director and Secretary of the FLORIDA HOUSING FINANCE AGENCY, a state agency and instrumentality and a public body corporate and politic duly existing under the laws of the State of Florida, on behalf of said Agency. She is personally known to me and did not take an oath or affirmation.



GRETA M. VORES
MY COMMISSION # 00132081 EXPIRES
MARCH 31, 1998
SIGNED THROUGH TRUST INSURANCE, INC.

Greta M. Vores
Notary Public
Printed Name: Greta M. Vores
My Commission Expires:

SIGNATURE PAGE FOR
EXTENDED LOW-INCOME HOUSING AGREEMENT

IN WITNESS WHEREOF, the Agency and the Developer have
executed this Agreement as of the date first written above.

WITNESSES:

Mayfair Associates, Ltd.

Florida limited partnership.

By: Mark T. Farrell
one of Its general partners of
VEA-Mayfair, Inc.

Bernard E. Smith
Laura E. Davis

By: Mark T. Farrell
Vice President, Secretary,
Title and Treasurer

By: _____
one of _____ general partners of

By: _____
Title

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was executed and acknowledged
before me this 28th day of November, 1994 by
Mark T. Farrell individually as one of Its
general partners of Mayfair Associates, Ltd., a
Florida limited partnership, on behalf of said partnership.
He is personally known to me or has produced
~~_____ as identification and did/did not take an oath or~~
affirmation.



KRISTEN K. PACKARD
My Commission CC041883
Expires Jan. 13, 1998
Bonded by HAI
800-422-1663

Kristen K. Packard
Notary Public.
Printed Name: Kristen K. Packard
My Commission Expires: Jan. 13, 1998

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me this _____ day of _____, 19____ by _____ individually as one of _____ general partners of _____, a _____ limited partnership, on behalf of said partnership. He is personally known to me or produced _____ as identification and did/did not take an oath or affirmation.

Notary Public
Printed Name:
My Commission Expires:

Book 7984 Pg 1165

EXHIBIT "A"

LEGAL DESCRIPTION

Attached.

EXHIBIT A

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, and State of Florida, known and described as:

A parcel of land situate and being in the City of Jacksonville, County of Duval, State of Florida, and being that certain tract or parcel of land, being a part of Blocks 1, 2, 4 and 5 of St. Nicholas, Schumacher and Haydens Subdivision, shown on map thereof recorded in Plat Book 1, page 21, of the former Public Records of Duval County, Florida, together with portions of streets adjoining said blocks which have been closed by City Ordinance BB16, all of which being more particularly described as:

Beginning at the Northwest corner of Lot 16, Block 1, of Mayfair Place, as shown on map thereof recorded in Plat Book 17, Page 29 of the current public records of Duval County, Florida, thence South $80^{\circ}02'30''$ West, a distance of 25.0 feet to a point; thence South $09^{\circ}57'30''$ East, and parallel and 25.0 feet distant from the westerly line of said Block One, of Mayfair Place, a distance of 757.62 feet to an intersection with the northerly right of way line of Beach Boulevard; thence along the same North $61^{\circ}43'00''$ West, a distance of 578.35 feet to a point, said point being an intersection with the easterly right of way line of a certain drainage right of way; thence along the same North $13^{\circ}14'00''$ East, a distance of 23.62 feet to a point; thence continuing along the same North $12^{\circ}29'52''$ East, a distance of 289.34 feet to an intersection with the southerly line of Lot 4, Block 4 of said St. Nicholas, Schumacher and Haydens Subdivision; thence along the same North $78^{\circ}23'37''$ East; a distance of 90.77 feet to the easterly line of said Block 4 of St. Nicholas, Schumacher and Haydens Subdivision; thence along the same North $11^{\circ}13'23''$ West, a distance of 300 feet to a point; thence North $78^{\circ}23'37''$ East, crossing Penn Avenue (formerly Elm Avenue) and along the northerly line of Lots 13 and 8, Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision and a prolongation thereof, a distance of 275.36 feet to an intersection with a northerly prolongation of the Westerly line of said Block 1, of Mayfair Place; thence South $09^{\circ}57'30''$ East, a distance of 200.18 feet to the Point of Beginning; excepting therefrom that certain parcel or land described as beginning at the Northeast corner of aforesaid tract; thence South $09^{\circ}57'30''$ East, 25.18 feet; thence South $84^{\circ}57'00''$ West, 12.68 feet; thence North $09^{\circ}57'30''$ West 10 feet, more or less to the waters of Millers Creek; thence Northwesterly along the same 104 feet, more or less to the northerly line of Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision; thence North $78^{\circ}23'37''$ East, 116 Feet, more or less to the Point of Beginning.



May 18, 2009

Shannon Nazworth
Ability Mayfair, LLC
126 West Adams Street, Suite 502
Jacksonville, FL 32202

**Re: Closeout Letter
Annual Management Review (March 10, 2009)
Notice of Noncompliance
Mayfair Village
RC# 931-044**

Dear Ms. Nazworth:

The response to the above referenced Annual Management Review has been reviewed and all noted discrepancies appear to have been satisfactorily corrected. This letter serves as the official closeout for the Review.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christa L. Willis".

Christa L. Willis
Compliance Specialist

cc: Robin Grantham
Sarah Lagos
Manager

Home Office:
1717 N. West Street, Suite 502
Jacksonville, FL 32202
Phone: 904-750-1111
Fax: 904-750-5555
www.abilitymayfair.com

DECLARATION OF FRANK W. JONES, JR.

The undersigned authority, Frank W. Jones, Jr., states that he personally knows the following facts and that the same are true and accurate:

1. I am a professional surveyor licensed by the State of Florida, License No. 2772, and I have been a licensed professional surveyor since 1974.

2. I currently hold the position of surveyor at Frank Jones & Associates, located in Jacksonville, Florida, and I have held this position at all times material hereto.

3. In October 2009, Ability Mayfair II, LLC, engaged Frank Jones & Associates to determine whether the proposed site for an affordable housing development called Mayfair Village Apartments, which was submitted to the Florida Housing Finance Corporation ("FHFC") as part of an application for 2009 funding (Application No. 2009-121CH), is divided by Mayfair Village Road, as alleged by a competing applicant.

4. Neither I nor Frank Jones & Associates is related in any way to Ability Mayfair II, LLC, or its Principals, Affiliates, or Financial Beneficiaries, as defined by FHFC in Florida Administrative Code Rule 67-48.002.

5. In performing the work described in paragraph 3, I reviewed the legal description of the proposed site for Mayfair Village Apartments, which will be referred to herein as "the Mayfair Village site" (attached hereto as Exhibit "A" and incorporated herein by reference); the Public Records of Duval County related to the Mayfair Village site; Florida Administrative Code Rule 67-48.002(106), which defines the term "Scattered Sites"; and the Notice of Possible Scoring Error alleging that the Mayfair Village site is divided by a

public street called Mayfair Village Road (attached hereto as Exhibit "B" and incorporated herein by reference).

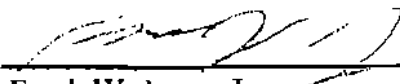
6. On October 30, 2009, I visited the Mayfair Village site.

7. Based upon my thorough examination of the Mayfair Village site and the documents described in paragraph 5, I hereby affirm that Mayfair Village Road is not a public street. The City of Jacksonville has abandoned its rights to Mayfair Village Road as a public street and ceded it to the private owners of the Mayfair Village site. Mayfair Village Road is thus privately owned and maintained, effectively constituting the "driveway" into the Mayfair Village site.

8. Further, the pavement of Mayfair Village Road physically ends inside the eastern boundary of the Mayfair Village site. The property on both sides of Mayfair Village Road remains physically connected inside the Mayfair Village site via a piece of land bounded by the end of the pavement on Mayfair Village Road and the eastern boundary of the Mayfair Village site.

Under penalty of perjury, I declare that these statements are true and correct, this 30th day of October, 2009.

FURTHER AFFIANT SAYETH NOT.



Frank W. Jones, Jr.
Florida Registered Land Surveyor No. 2772

Exhibit "A"

All of Mayfair Village, according to the Plat thereof recorded in Plat Book 21, Page 56, of the current Public Records of Duval County, Florida, more particularly described as follows:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, and State of Florida, known and described as:

A parcel of land situate and being in the City of Jacksonville, County of Duval, State of Florida, and being that certain tract of land, being a part of Blocks 1, 2, 4 and 5 of St. Nicholas, Schumacher and Haydens Subdivision, shown on map thereof recorded in Plat Book 1, Page 21, of the former Public Records of Duval County, Florida, together with portions of streets adjoining said blocks which have been closed by City Ordinance BB16, all of which being more particularly described as:

Beginning at the Northwest corner of Lot 16, Block 1, of Mayfair Place, as shown on map thereof recorded in Plat Book 17, Page 29 of the current Public Records of Duval County, Florida, thence South $80^{\circ} 02' 30''$ West, a distance of 25.0 feet to a point; thence South $09^{\circ} 57' 30''$ East, and parallel and 25.0 feet distance from the westerly line of said Block One, of Mayfair Place, a distance of 757.62 feet to an intersection with the northerly right of way line of Beach Boulevard; thence along the same North $61^{\circ} 43' 00''$ West, a distance of 578.35 feet to a point, said point being an intersection with the easterly right of way line of a certain drainage right of way; thence along the same North $13^{\circ} 14' 00''$ East, a distance of 23.62 feet to a point; thence continuing along the same North $12^{\circ} 29' 52''$ East, a distance of 289.34 feet to an intersection with the southerly line of Lot 4, Block 4 of said St. Nicholas, Schumacher and Haydens Subdivision; thence along the same North $78^{\circ} 23' 37''$ East, a distance of 90.77 feet to the easterly line of said Block 4 of St. Nicholas, Schumacher and Haydens Subdivision; thence along the same North $11^{\circ} 13' 23''$ West, a distance of 300 feet to a point; thence North $78^{\circ} 23' 37''$ East, crossing Penn Avenue (formerly Elm Avenue) and along the northerly line of Lots 13 and 8, Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision and a prolongation thereof, a distance of 275.36 feet to an intersection with a northerly prolongation of the westerly line of said Block 1, of Mayfair Place; thence South $09^{\circ} 57' 30''$ East, a distance of 200.18 feet to the Point of Beginning; excepting therefrom that certain parcel or land described as beginning at the Northeast corner of aforesaid tract; thence South $09^{\circ} 57' 30''$ East, 25.18 feet; thence South $84^{\circ} 57' 00''$ West, 12.68 feet; thence North $09^{\circ} 57' 30''$ West 10 feet, more or less to the waters of Millers Creek; thence Northwesterly along the same 104 feet, more of less to the northerly line of Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision; thence North $78^{\circ} 23' 37''$ East, 116 feet, more of less to the Point of Beginning.

Containing 274,937 square feet or 6.31 acres, more or less

**Brief Statement of Explanation regarding
Application No. 2009-121CH**

On September 24, 2009 the Florida Housing Finance Corporation ("Corporation") released the scores of Applications submitted by the developers in connection with the 2009 Universal Cycle. Pursuant to the Rules of the Corporation, an applicant has an opportunity to advise the Corporation of potential scoring errors in the scoring of an application by the Corporation and such NOPSE's must be filed on or before October 1st, 2009.

We believe that the Corporation should have rejected Application 2009-121CH for failure to satisfy threshold. This position is supported by the following evidence:

Part III.A.2.b. The Applicant responded "no" to the question "Will the Development consist of Scattered Sites?" This answer is not correct.

The documentation provided as proof of site control includes a Contract for Purchase and Sale of Real Property (the "Contract") between the Applicant and Ability Mayfair, LLC. Exhibit A of the Contract describes the property as: "*All of Mayfair Village, according to the Plat thereof recorded in Plat Book 21, Page 56, of the current Public Records of Duval County, Florida...*" (Exhibit A, attached).

Plat Book 21, Page 56 of the Public Records of Duval County (Exhibit B, attached) clearly shows a street, Mayfair Village Road, bisecting the property described in Exhibit A. The legal description of the site submitted by the Applicant includes all of the land shown on Exhibit B, including Mayfair Village Road, as confirmed by Charles E. Rossi, P.L.S. (Exhibit C, attached).

The aerial view and property information records from the Duval County Property Appraiser (Exhibit D, attached), clearly demonstrates that Mayfair Village Road bisects the parcel owned by Ability Mayfair, LLC.

The Applicant's proposed Development is a rehabilitation of 12 existing buildings. As shown on Exhibit D, the 12 existing buildings appear on both the west and east sides of Mayfair Village Road.

According to the Florida Housing Finance Corporation Charter 67-48, Part 67-48.002(106), "Scattered Sites" is defined as:

"a Development consisting of real property in the same county (i) any part of which is not contiguous ('non-contiguous parts') or (ii) any part of which is divided by a street or easement ('divided parts') and (iii) it is readily apparent from the proximity of the non-contiguous parts or the divided parts of the real property, chain of title, or other information available to the Corporation that the non-contiguous parts or the divided parts of the real property are part of a common or related scheme of development."

It is clear by the documentation presented that the Applicant's site meets the definition of a Scattered Site.

Pursuant to the 2009 Universal Application Instructions, "Each page and applicable exhibit of the Application must be accurately completed, and Applicants must provide all requested information. Failure to provide the requested information and documentation shall result in failure to meet threshold for threshold items. Failure to achieve maximum points for point items..." The Applicant failed to provide all of the required information, therefore the Application fails threshold.

Further, in order to receive points for the Ability to Proceed Elements, evidence of availability of each type of infrastructure, site plan approval, and evidence of appropriate zoning must be provided for all sites if the proposed Development consists of Scattered Sites. The Applicant failed to provide this evidence in Exhibits 26, 28, 29, 30, 31, and 32; therefore the Applicant should receive zero points for the Ability to Proceed points.

We respectfully submit that based upon the above facts, Application 2009-121CH therefore must be rejected. In event this NOPSE is not upheld by you, we reserve the right to cross-appeal this application in any Department of Administration Hearing or other appropriate legal forum.

Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND TO BE CONVEYED PER CONTRACT

All of Mayfair Village, according to the Plan thereof recorded in Plat Book 21, Page 56, of the current Public Records of Duval County, Florida, more particularly described as follows:

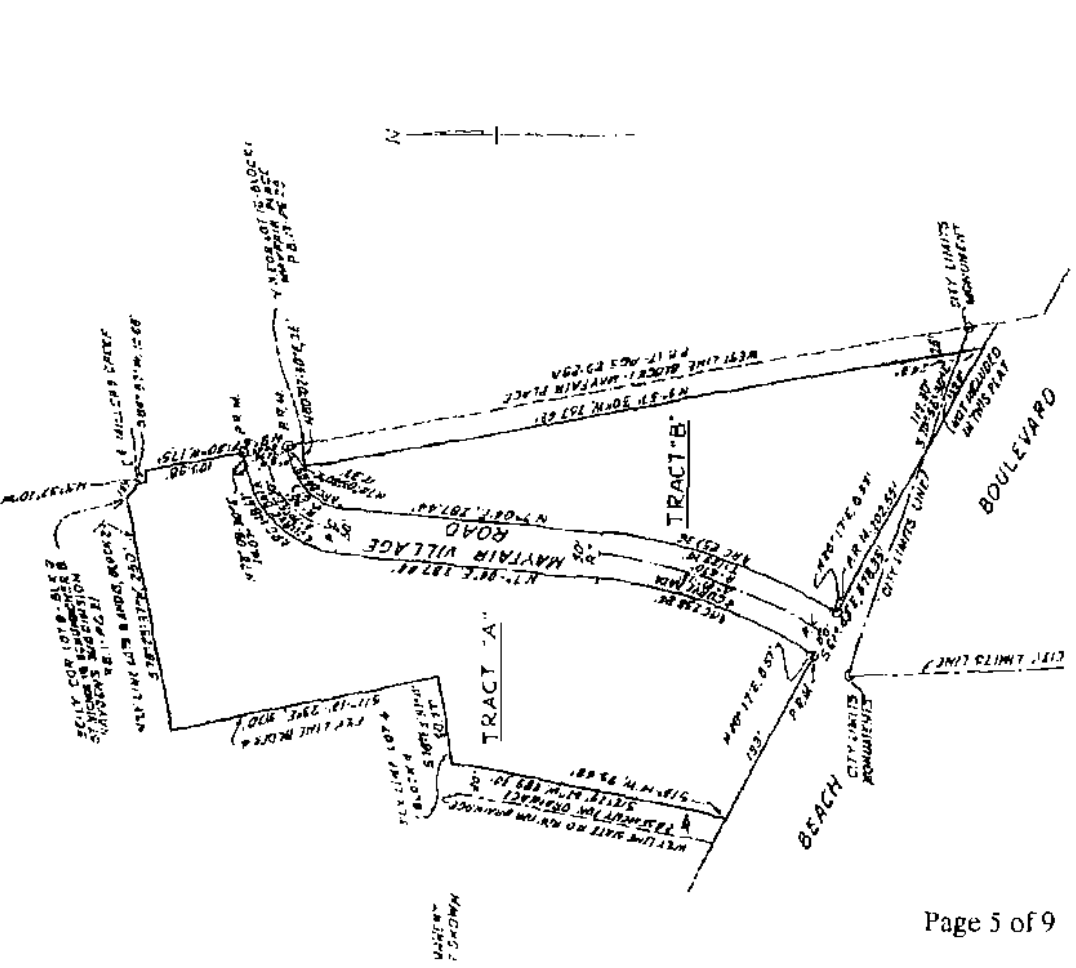
That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, known and described as:

A parcel of land situate and being in the City of Jacksonville, County of Duval, State of Florida, and being that certain tract of land, being a part of Blocks 1, 2, 4 and 5 of St. Nicholas, Schumacher and Haydens Subdivision, shown on map thereof recorded in Plat Book 1, Page 21, of the former Public Records of Duval County, Florida, together with portions of streets adjoining said blocks which have been closed by City Ordinance 8816, all of which being more particularly described as:

Beginning at the Northwest corner of Lot 16, Block L, of Mayfair Place, as shown on map thereof recorded in Plat Book 17, Page 29 of the current Public Records of Duval County, Florida, thence South $90^{\circ} 02' 30''$ West, a distance of 25.0 feet to a point, thence South $09^{\circ} 57' 30''$ East, and parallel and 25.0 feet distance from the westerly line of said Block One, of Mayfair Place, a distance of 757.62 feet to an intersection with the northerly right of way line of Beach Boulevard; thence along the same North $61^{\circ} 43' 00''$ West, a distance of 578.35 feet to a point, said point being an intersection with the easterly right of way line of a certain drainage right of way; thence along the same North $13^{\circ} 14' 00''$ East, a distance of 23.62 feet to a point; thence continuing along the same North $13^{\circ} 29' 52''$ East, a distance of 299.34 feet to an intersection with the southerly line of Lot 4, Block 4 of said St. Nicholas, Schumacher and Haydens Subdivision, thence along the same North $78^{\circ} 23' 37''$ East, a distance of 90.77 feet to the easterly line of said Block 4 of St. Nicholas, Schumacher and Haydens Subdivision, thence along the same North $11^{\circ} 13' 23''$ West, a distance of 300 feet to a point, thence North $78^{\circ} 23' 37''$ East, crossing Penn Avenue (formerly Elm Avenue) and along the northerly line of Lots 13 and 5, Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision and a prolongation thereof, a distance of 275.76 feet to an intersection with a northerly prolongation of the westerly line of said Block 1, of Mayfair Place; thence South $09^{\circ} 57' 30''$ East, a distance of 206.16 feet to the Point of Beginning, excepting therefrom that certain parcel or land described as beginning at the Northeast corner of aforesaid tract; thence South $09^{\circ} 57' 30''$ East, 25.13 feet; thence South $84^{\circ} 57' 00''$ West, 12.69 feet; thence North $09^{\circ} 57' 30''$ West, 10 feet, more or less to the waters of Millers Creek, thence Northwesterly along the same 10 feet, more or less to the northerly line of Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision, thence North $78^{\circ} 23' 37''$ East, 116 feet, more or less to the Point of Beginning.

Containing 234,937 square feet or 6.31 acres, more or less.

BLOCKS 1, 2, 4, 8, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.



MEMORANDUM THEREBY RECORDED IN PLAT BOOK NO. 10, PAGE 20 OF THE PUBLIC RECORDS IN JACKSONVILLE, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929.

THESE RECORDS BEING RECORDED IN PLAT BOOK NO. 10, PAGE 20 OF THE PUBLIC RECORDS IN JACKSONVILLE, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929.

THESE RECORDS BEING RECORDED IN PLAT BOOK NO. 10, PAGE 20 OF THE PUBLIC RECORDS IN JACKSONVILLE, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929.

ADDITION AND VALIDATION

THIS IS TO CERTIFY THAT THE MAYFAIR VILLAGE CORPORATION, A CORPORATION OF THE STATE OF FLORIDA, IS THE LEGAL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREOF AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THIS SURVEY AND SUBDIVISION TO BE MADE IN ACCORDANCE WITH SAID SURVEY AS HEREBY APPROVED AND CONFIRMED BY THE BOARD OF COUNTY COMMISSIONERS OF JACKSONVILLE, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929.

THE SURVEY AND SUBDIVISION OF SAID LANDS AND ALL SAID LANDS SHALL BE MADE IN ACCORDANCE WITH SAID SURVEY AS HEREBY APPROVED AND CONFIRMED BY THE BOARD OF COUNTY COMMISSIONERS OF JACKSONVILLE, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929.

IN WITNESS WHEREOF, THE MAYFAIR VILLAGE CORPORATION HAS CAUSED THESE PLATS TO BE SIGNED BY ITS PRESIDENT AND SECRETARY RESPECTIVELY, BY AND BY THE AUTHORITY OF ITS BOARD OF DIRECTORS, IN ITS HALL AND WITH THE COOPERATIVE ASSISTANCE OF TWO OF ITS DIRECTORS, THIS 22nd DAY OF DECEMBER, 1929.

Signed and sealed in the presence of:

[Signature] President

[Signature] Secretary

WITNESSES

[Signature]

[Signature]

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY THAT ON THIS 22nd DAY OF DECEMBER, 1929, PERSONALLY APPEARED BEFORE ME JOSEPH J. SPURR, JR. AND JACK A. WATKINS, SECRETARIES OF THE MAYFAIR VILLAGE CORPORATION, A CORPORATION OF THE STATE OF FLORIDA, TO ME WELL KNOWN TO BE THE TRUE AND LEGAL OWNERS AND EXECUTED THE FOREGOING DELEGATION AND SUBDIVISION AS SET FORTH IN THE PLAT AND APPROVES THEREAFTER AND I HAVE AFFIXED HERETO THE OFFICIAL SEAL OF SAID CORPORATION.

WITNESSES MY SIGNATURE AND OFFICIAL SEAL AT JACKSONVILLE, IN THE COUNTY OF DUVAL AND STATE OF FLORIDA.

[Signature]

NOTARY PUBLIC STATE OF FLORIDA EXPIRES MARCH 31, 1930

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SUBDIVIDED AND RECORDED ABOVE, THAT PERMANENT MONUMENTS HAVE BEEN PLACED ACCORDING TO THE LINES OF THE STATE WILL FURTHER CERTIFY THAT THE ABOVE PLAT COMPLETES WITH THE SURVEY AND PLANS OF THE TOWN OF JACKSONVILLE AND SUPPLEMENTAL TOWN OF JACKSONVILLE AND SUPPLEMENTAL TOWN OF JACKSONVILLE.

SIGNED THIS 22nd DAY OF DECEMBER, 1929

BY *[Signature]*
REGISTERED SURVEYOR CERT NO. 83

EXAMINED AND APPROVED BY THE CITY COMMISSIONERS OF THE CITY OF JACKSONVILLE, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929

735-143 A

ATTEST *[Signature]*
SECRETARY (N.Y. 2-2-2)

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND FOUND TO COMPLY WITH CHAPTER NO. 10815, LAWS OF FLORIDA OF 1925 AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK NO. 10, PAGE NO. 20 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 22nd DAY OF DECEMBER, 1929.

[Signature]

BY *[Signature]*



Sun-Tech Engineering, Inc.
Engineers - Planners - Surveyors

1600 West Oakland Park Boulevard, Fort Lauderdale, Florida, 33311
Phone (954) 777-3123 • Fax (954) 777-3114 • E-mail - crossi@suntecheng.com

September 25, 2009

Ms. Andrea Romano
Biscayne Housing Group, LLC
130 S.E. 2nd Avenue
Suite 1302
Miami, Florida 33131

RE: **Mayfair Village, Jacksonville, Florida**
Our file no. 09-3382

Dear Ms. Romano:

Pursuant to your request of this date, we have reviewed the documents provided by yourself (included herein as attachments) as follows:

Exhibit "A" – Legal Description of Land To Be Conveyed Per Contract

Exhibit "B" – Record Plat entitled **MAYFAIR VILLAGE**, Plat book 21, page 56 of the Public Records of Duval County, Florida.

We find that the property depicted in Exhibit "B", which includes in its entirety Tract "A", Tract "B" and the area delineated as Mayfair Village Road lying between the aforementioned Tracts "A" and "B", lies wholly within and is contained within the property described in Exhibit "A".

Thank you for your attention to this information, and if you require any further assistance in this matter, please do not hesitate to contact our office.

Respectfully,
Sun-Tech Engineering, Inc.

A handwritten signature in black ink, appearing to read "Charles E. Rossi", is written over a horizontal line.

Charles E. Rossi, P.L.S.
Resident Surveyor for the Firm

cc: file
attachment – Exhibit "A"
attachment – Exhibit "B"

EXHIBIT 'A'

LEGAL DESCRIPTION OF LAND TO BE CONVEYED PER CONTRACT

All of Mayfair Village, according to the Plat thereof recorded in Plat Book 21, Page 56, of the current Public Records of Duval County, Florida, more particularly described as follows:

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A parcel of land situate and being in the City of Jacksonville, County of Duval, State of Florida, and being that certain tract of land, being a part of Blocks 1, 2, 4 and 5 of St. Nicholas, Schumacher and Haydens Subdivision, shown on map thereof recorded in Plat Book 1, Page 21, of the former Public Records of Duval County, Florida, together with portions of streets adjoining said blocks which have been closed by City Ordinance 8815, all of which being more particularly described as:

Beginning at the Northwest corner of Lot 16, Block 1, of Mayfair Place, as shown on map thereof recorded in Plat Book 17, Page 29 of the current Public Records of Duval County, Florida, thence South $80^{\circ} 02' 30''$ West, a distance of 250 feet to a point; thence South $09^{\circ} 57' 30''$ East, and parallel and 25.0 feet distance from the westerly line of said Block One, of Mayfair Place, a distance of 757.62 feet to an intersection with the northerly right of way line of Beach Boulevard; thence along the same North $61^{\circ} 43' 30''$ West, a distance of 578.35 feet to a point, said point being an intersection with the easterly right of way line of a certain drainage right of way; thence along the same North $13^{\circ} 14' 00''$ East, a distance of 23.62 feet to a point; thence continuing along the same North $12^{\circ} 29' 52''$ East, a distance of 289.34 feet to an intersection with the southerly line of Lot 4, Block 4 of said St. Nicholas, Schumacher and Haydens Subdivision; thence along the same North $78^{\circ} 23' 37''$ East, a distance of 90.77 feet to the easterly line of said Block 4 of St. Nicholas, Schumacher and Haydens Subdivision; thence along the same North $11^{\circ} 13' 23''$ West, a distance of 300 feet to a point; thence North $78^{\circ} 23' 37''$ East, crossing Penn Avenue (formerly Elm Avenue) and along the northerly line of Lots 13 and 8, Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision and a prolongation thereof, a distance of 275.36 feet to an intersection with a northerly prolongation of the westerly line of said Block 1, of Mayfair Place; thence South $09^{\circ} 57' 30''$ East, a distance of 200.18 feet to the Point of Beginning; excepting therefrom that certain parcel or land described as beginning at the Northeast corner of aforesaid tract; thence South $09^{\circ} 57' 30''$ East, 25.18 feet; thence South $84^{\circ} 51' 00''$ West, 12.68 feet; thence North $09^{\circ} 57' 30''$ West, 10 feet, more or less to the waters of Millers Creek; thence Northwesterly along the same 104 feet, more or less to the northerly line of Block 2 of said St. Nicholas, Schumacher and Haydens Subdivision; thence North $78^{\circ} 23' 37''$ East, 116 feet, more or less to the Point of Beginning.

Containing 274,937 square feet or 6.31 acres, more or less

JAXGIS Property Information

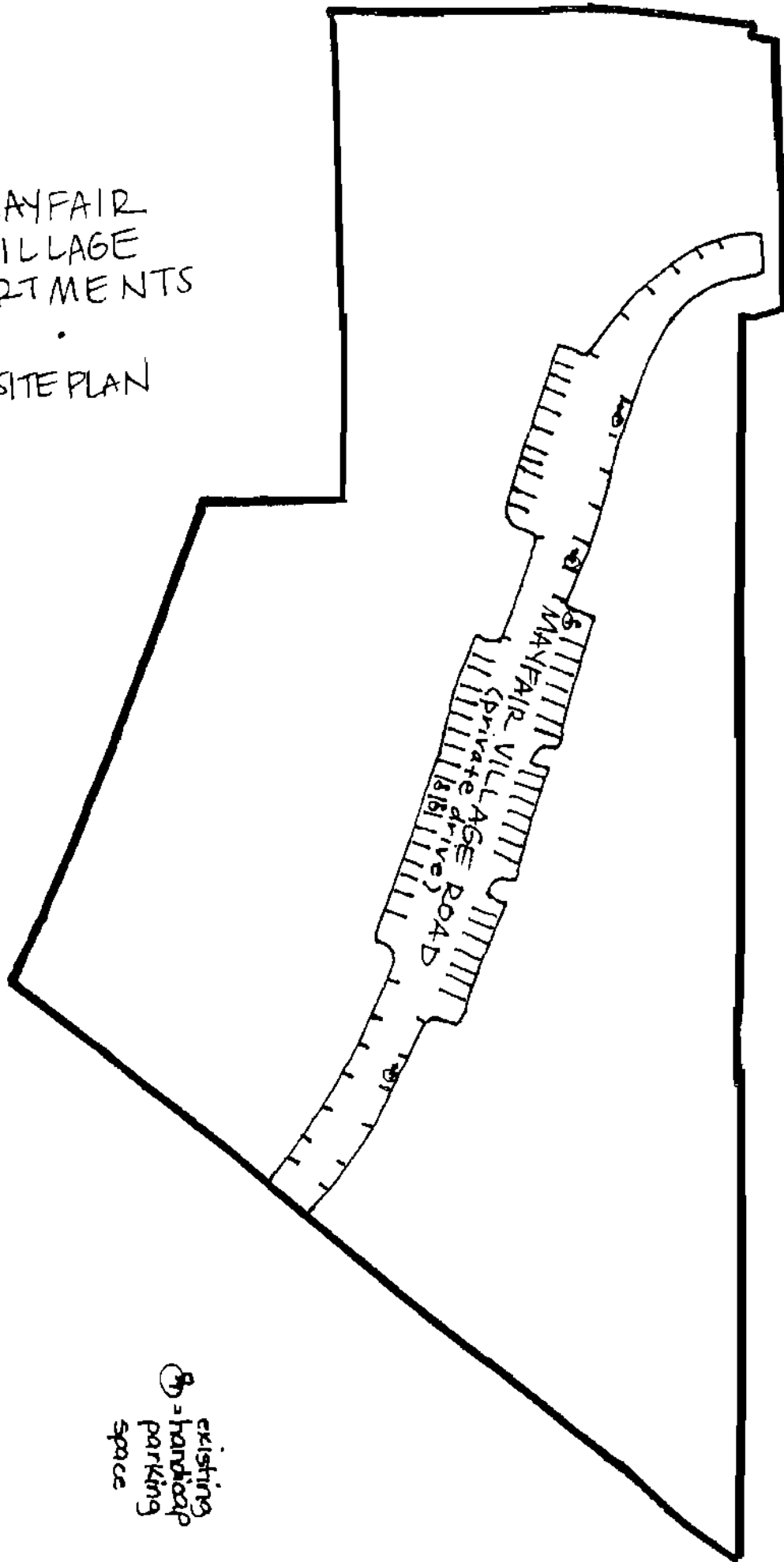


PRE #	Name	Address	Tract/Block/Parcel	Area	Block	Map	Legal Description	Flood	Landmark	Spring	Asseble	REDC	Environ	CPAC	Mobile	APD	CIV	SI/MI	CIV	Lighting	MI	
14587	MOSEBILITY MATHEW LLC	1787 FAIR VILLAGE RD MCCONVILLE 32201	010000	0.00	143380232/120		21.06 29.35.27E 6.008 MAYFAIR VILLAGE TRACTS A,B PT BLK 1 N4LD 2-R BK	AE	MOR	RMID-E	MO-1 MADISW	MO-1 EMPH/CAT 3	MO-1 EMPH/CAT 3	NA 1 BULL 3	NA	NA	NA	NA	NA	NA	NA	NA

Mayfair Village Apartments – Cure

Accurate Diagram of Site and Photos of
North End of Private Drive

MAYFAIR
VILLAGE
APARTMENTS
•
SITE PLAN



Mayfair Village Apartments
North end of private drive





2009 CURE FORM

(Submit a **SEPARATE** form for **EACH** reason relative to
EACH Application Part, Section, Subsection, and Exhibit)

This Cure Form is being submitted with regard to **Application No. 2009-121CH** and pertains to:

Part V Section A Subsection 1 Exhibit No. _____ (if applicable)

The attached information is submitted in response to the 2009 Universal Scoring Summary Report because:

1. Preliminary Scoring and/or NOPSE scoring resulted in the imposition of a failure to achieve maximum points, a failure to achieve threshold, and/or a failure to achieve maximum proximity points relative to the Part, Section, Subsection, and/or Exhibit stated above. Check applicable item(s) below:

	2009 Universal Scoring Summary Report	Created by:	
		Preliminary Scoring	NOPSE Scoring
<input type="checkbox"/> Reason Score Not Maxed	Item No. ____S	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reason Ability to Proceed Score Not Maxed	Item No. ____A	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Reason Failed Threshold	Item No. 5T	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reason Proximity Points Not Maxed	Item No. ____P	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additional Comment	Item No. ____C	<input type="checkbox"/>	<input type="checkbox"/>

2. Other changes are necessary to keep the Application consistent:

This revision or additional documentation is submitted to address an issue resulting from a cure to Part _____ Section _____ Subsection _____ Exhibit _____ (if applicable).

Brief Statement of Explanation regarding
Application 2009 – 121CH

Provide a separate brief statement for each Cure

Item 5T - In its preliminary scoring, FHFC determined that the Application failed threshold "because the annual Housing Credit allocation requested (\$1,399,000) exceeds the annual HC request limit (\$1,276,000) on page 66 of the 2009 Universal Application Instructions."

As evidenced in the Application and its cure materials, however, this Applicant selected and qualified for a Homeless Demographic Commitment at Part III.D. for its proposed Development in Duval County (a Large Very Small or "LVS" County).

As page 66 of the Application Instructions makes clear, such an Applicant may request up to \$1,660,000 in annual tax credit funding, regardless of whether the proposed Development in question is located in a OCT or DDA.

The Applicant's request therefore does not exceed the annual HC request limit for this Application.

NO ATTACHMENT

RENAISSANCE PRESERVE PHASE II

NORSTAR DEVELOPMENT USA, LP -
HOUSING AUTHORITY OF THE CITY OF FORT MYERS

FLORIDA HOUSING FINANCE CORPORATION

2009 Universal Application

AUGUST 20, 2009

EXHIBIT 27

Fully executed
Long-Term Lease Agreement

EXHIBIT A

Property Description



METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 17, TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

(PHASE 3)

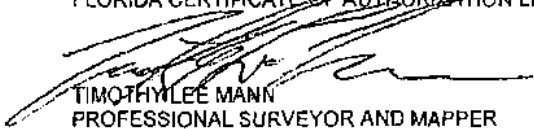
A TRACT OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 17, TOWNSHIP 44 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE S.88°12'15"W. FOR A DISTANCE OF 301.79 FEET; THENCE S.01°24'35"E. FOR A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MICHIGAN AVENUE; THENCE N.88°12'15"E. ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 305.96 FEET; THENCE S.00°45'20"E. LEAVING SAID RIGHT-OF-WAY FOR A DISTANCE OF 790.48 FEET TO THE POINT OF BEGINNING; THENCE N.89°14'40"E. FOR A DISTANCE OF 645.83 FEET; THENCE N.00°45'20"W. FOR A DISTANCE OF 187.07 FEET; THENCE N.89°18'39"E. FOR A DISTANCE OF 124.60 FEET; THENCE N.00°45'20"W. FOR A DISTANCE OF 30.07 FEET; THENCE N.89°14'40"E. FOR A DISTANCE OF 142.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.45°45'20"E., A CHORD DISTANCE OF 70.71 FEET, AN ARC DISTANCE OF 78.54 FEET; THENCE N.89°14'40"E. FOR A DISTANCE OF 24.12 FEET; THENCE S.00°46'52"E. FOR A DISTANCE OF 146.56 FEET; THENCE S.89°13'06"W. FOR A DISTANCE OF 68.64 FEET; THENCE S.00°46'52"E. FOR A DISTANCE OF 199.55 FEET; THENCE S.89°13'24"W. FOR A DISTANCE OF 498.63 FEET; THENCE S.00°46'52"E. FOR A DISTANCE OF 375.90 FEET; THENCE S.89°14'40"W. FOR A DISTANCE OF 418.02 FEET; THENCE N.01°02'00"W. FOR A DISTANCE OF 412.50 FEET; THENCE N.00°54'10"W. FOR A DISTANCE OF 162.73 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 9.24 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF MICHIGAN AVENUE AS BEARING N.88°12'15"E.

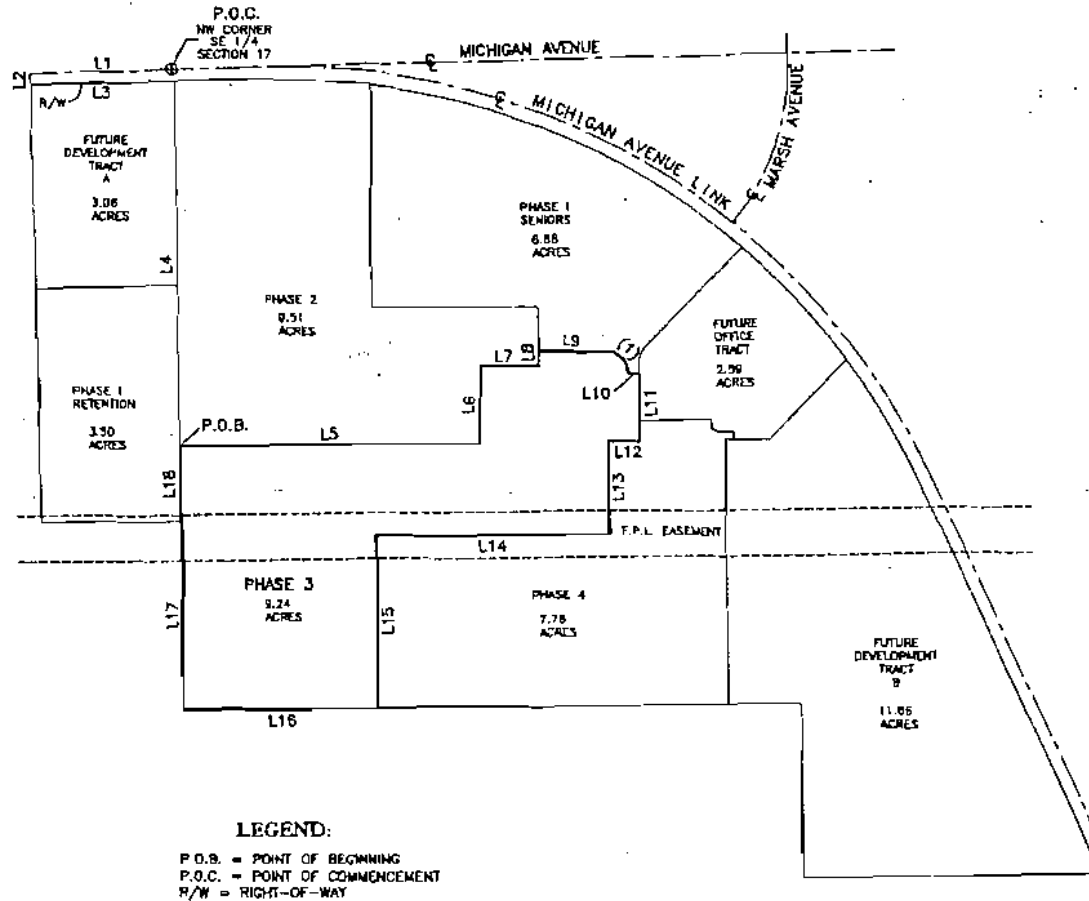
METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071


TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5838

SHEET 1 OF 2

10150 PH-3.doc

SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

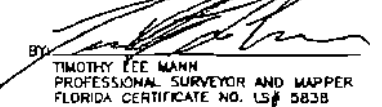
* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

LINE TABLE

Line	Bearing	Distance
L1	S.88°12'15"W.	301.79'
L2	S.01°24'35"E.	25.00'
L3	N.88°12'15"E.	305.96'
L4	S.00°45'20"E.	790.48'
L5	N.89°14'40"E.	845.83'
L6	N.00°45'20"W.	187.07'
L7	N.89°18'39"E.	124.60'
L8	N.00°45'20"W.	30.07'
L9	N.89°14'40"E.	142.63'
L10	N.89°14'40"E.	24.12'
L11	S.00°46'52"E.	148.56'
L12	S.89°13'08"W.	68.64'
L13	S.00°46'52"E.	199.55'
L14	S.89°13'24"W.	498.63'
L15	S.00°48'52"E.	375.90'
L16	S.89°14'40"W.	418.02'
L17	N.01°02'00"W.	412.50'
L18	N.00°54'10"W.	182.73'

Curve number 1
 Radius= 50.00'
 Delta= 90°00'00"
 Arc= 78.54'
 Tangent= 50.00'
 Chord= 70.71'
 Chord Brg.= S.45°45'20"E.


*** THIS IS NOT A SURVEY ***

BY: 
 TIMOTHY LEE MANN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: April 03, 09

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PHASE 3

TITLE: SKETCH OF DESCRIPTION			
 METRON SURVEYING & MAPPING LAND SURVEYORS-PLANNERS LBN 7071		10970 SOUTH CLEVELAND AVENUE, UNIT #605 FORT MYERS, FLORIDA, 33907 PHONE: (239) 275-8573 FAX: (239) 275-8457 www.metronll.com	
FILE NAME: 10150SK-PH3.dwg	FIELD BOOK/PAGE: N/A	PROJECT NO: 10150	SHEET: 2 OF 2
DATE: 4-02-09	DRAWN BY: RY	SCALE: 1" = 300'	CHECKED BY: TLM
		P-1-8) 17-44-25	

Brief Statement of Explanation regarding Application No. 2008 – 112C

Provide a separate brief statement for each NOPSE

Part III.A.2.b

Part III.A.2.b of the Universal application asks “Will the development consist of scattered sites?” The applicant responded “No”. Upon review of the development’s site address, 2003 West 17th Court, Riviera Beach, Florida, 33404, stated in Part III.A.2.a, and the legal description provided in the Ground Lease Agreement dated March 31, 2008 submitted in Exhibit 27, **it is clear that this site falls under the definition of a scattered site**, as described on page 18 of the Florida Housing Finance Corporation Rule 67-48.002 (98), and further interpreted in Q&A #30 and #38 **because West 17th Court and West 17th Street run through the proposed site.**

Rule Chapter 67-48.002 (98) - “Scattered Sites” for a single Development means a Development consisting of real property in the same county (i) any part of which is not contiguous (“non-contiguous parts”) or (ii) any part of which is divided by a street or easement (“divided parts”) and (iii) it is readily apparent from the proximity of the non-contiguous parts or the divided parts of the real property, chain of title, or other information available to the Corporation that the non-contiguous parts or the divided parts of the real property are part of a common or related scheme of development.”

- Q&A 30 - “Q: Under the definition of Scattered Sites, if a proposed Development consists of two parcels that are divided by a roadway would this constitute a Development consisting of Scattered Sites? A: Yes.”
- Q&A 38 - “Q: If an alley runs through the proposed Development site, would this constitute a Scattered Site? A: Yes, if the alley constitutes a street or easement.”

The proposed development site clearly consists of *real property in the same county, parts of which are divided by streets, West 17th Court and West 17th Street*. Furthermore, it is readily apparent from the proximity of the divided parts of the real property that the non-contiguous

parts or the divided parts of the real property are part of a common or related scheme of development— as evidenced by Exhibit I and the accompanying exhibits.

The Applicant's documentation provided to evidence site control references the "Leased Premises" as that certain real property situated in Palm Beach County and legally described on Exhibit A. The legal description on Exhibit A includes the Property Control Number: 56-43-42-31-01-000-0010. The map on the Palm Beach County appraiser's website reveals that this 17.10 +/- acres parcel includes public right of ways - **West 17th Court** and **West 17th Street**. Further investigation of the Plat of Westside Estates (Riviera Beach Housing Authority) also evidences existing public right of ways dividing the property. Pursuant to the surveyed plat, "The interior streets (West 17th Court and W. 17th St.) as shown, are hereby dedicated to the City of Riviera Beach for the perpetual use of the public for proper purposes."

We have submitted a third party surveyor's affidavit and certification confirming that the proposed development address is located on the legal description, the legal description and property control number referenced and the Plat of Westside Estates are the same site, the measurements detailed in the Plat are correct, the public right of ways shown on the Plat and on the Palm Beach appraiser's map currently exist and were in existence as of the Application Deadline, April 7, 2008 and that the proposed Development is a Scattered Site Development.

In summary, Florida Housing must consider this site a Scattered Site Development. As such, the application fails threshold for the following reasons:

- 1) As a Scattered Site Development, the applicant should have checked "Yes" in response to Part III.A.2.b. The applicant selected "No."
- 2) The applicant did not follow the instructions with regard to scattered sites for Exhibit 20.
- 3) With respect to Exhibits 21, 23, 26, 27, 28, 29, 30, 31, 32, 45, 47, 48, 49 and 50 the Application fails threshold because the Applicant did not follow the directions for Scattered Sites prescribed in Q&A #29: On the verification/certification forms that require the "Development Location", if

the proposed Development will consist of Scattered Sites should the Applicant include a separate verification/certification form for each of the Scattered Sites or include all of the site addresses on each verification/certification form? A: If the Development will be comprised of Scattered Sites the Applicant must demonstrate that the required information is in place for each of the sites. This can be accomplished by (i) listing all of the site addresses on each verification /certification form, or (ii) providing a separate verification/certification form for each of the Scattered Sites, or (iii) attaching a list showing the address of each of the Scattered Sites behind each of the verification/certification forms.

Based on these points, the application fails threshold and should be rejected.

Affidavit and Certification of Kenneth Jackson

Before me, the undersigned authority, personally appeared Kenneth Jackson, who, being duly sworn, states that he personally knows the following facts and that the same are true and accurate.

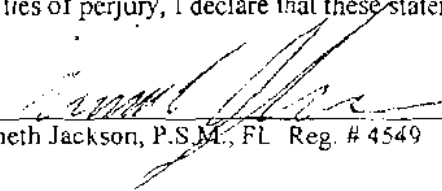
My name is Kenneth C. Jackson. I am licensed by the State of Florida as a Professional Surveyor and Mapper. My license number is LS 4549. I am the Vice President of Sea Diversified. I am submitting this Affidavit and Certification on behalf of Las Palmas I, Ltd. (the "Applicant") and am not related to the Applicant or any Principals or Financial Beneficiaries of the Applicant.

On May 14, 2008, representatives of Sea Diversified, Inc. visited the location described on the legal description attached as Exhibit A and determined that the proposed development site is a Scattered Site as defined on page 18 of the Florida Housing Finance Corporation Rule Chapter 67-48.002 (98).

On May 14, 2008, I Kenneth C. Jackson with Sea Diversified, Inc. went to 2003 West 17th Court, Riviera Beach, Florida, 33404, to determine if the development location address was located on the legal description attached, to confirm the legal description and property control number referenced and the Plat of Westside Estates (Plat Book 31, page 81 of the public records of Palm Beach County, Florida) attached as Exhibit B are the same site, to confirm that the public right of ways shown on the Plat and on the Palm Beach appraiser's map attached as Exhibit C currently exist.

I confirm all of the above. The Plat covers the entire site described in the legal description. The site described in the legal description is divided by West 17th Court and West 17th Street and these streets are dedicated public rights of way.

Under penalties of perjury, I declare that these statements are true and correct.


Kenneth Jackson, P.S.M., FL Reg. # 4549

5/14/2008
Dated

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me this 14 day of May, 2008 by Kenneth Jackson, who
is personally known to me or has produced _____ as
identification.

WITNESS my hand and official seal, this 14 day of May, 2008.

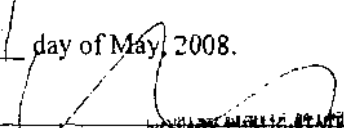

Notary Public Teresa Martinez
State of _____ Commission # DD376724
My commission expires DEC. 05, 2008
John A. Anderson & Co., Inc.

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in the Northeast one quarter of Section 31, Township 42 South, Range 43 East, City of Riviera Beach, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the North one quarter corner of said Section 31; Thence, run South 2° 32' 43" West, along the North-South one quarter Section line and along the Easterly right of way line of the Central and South Florida Flood Control District Canal No C-17, a distance of 611.98 feet; Thence run South 87° 57' 28" East, parallel with the North line of said Section 31, a distance of 1218.32 feet to the Easterly right of way line of Congress Avenue extension; thence run North 2° 42' 26" East, along the said Easterly right of way line of Congress Avenue extension, a distance of 612.00 feet to the North line of said Section 31; Thence run North 87° 57' 28" West, along the North section line of said Section 31, a distance of 1218.05 feet to the POINT OF BEGINNING.

The above described parcel of land contains 744.865 square feet or 17.10 Acre Parcel.

Property Control Number(s): 56-43-42-31-01-000-0010

EXHIBIT C



Property Information

Location Address: 2003 W 17TH CT

Municipality: RIVIERA BEACH

Parcel Control Number: 56-43-42-31-01-000-0010

Subdivision: WESTSIDE ESTATES AS IN

Official Records Book: 20543 Page: 1551 Sale Date: Mar-2006

Legal Description: WESTSIDE ESTATES ALL OF PL LYG W OF CONGRESS AVE (LESS W 17TH ST R/W) & 50 FT ABND W 17TH COURT LYG WITHIN

[View Map](#)

[Calculate Portability](#)

Owner Information

Name: RIVIERA BEACH HOUSING AUTHORITY

Mailing Address: 2014 17TH CT
RIVIERA BEACH FL 33404 5002

[All Owners](#)

Sales Information

Sales Date	Book/Page	Price	Sale Type	Owner
Mar-2006	20543/1551	\$10	WARRANTY DEED	RIVIERA BEACH HOUSING AUTHORITY
Jun-2005	18814/0327	\$10	QUIT CLAIM	RIVIERA BEACH HOUSING AUTHORITY
May-2005	18643/1968	\$10	QUIT CLAIM	RIVIERA BEACH HOUSING AUTHORITY

[All Sales](#)

Exemptions

Full: Municipal Government: \$942,741	Year of Exemption: 2007
Total: \$942,741	

Appraisals

Tax Year:	2007	2006	2005
Improvement Value:	\$817,741	\$3,670,119	\$0
Land Value:	\$125,000	\$385,000	\$0
Total Market Value:	\$942,741	\$4,055,119	\$3,500,000

Use Code: 0300 Description: MULTIFAMILY
* in residential properties may indicate living area.

Property Information

Number of Units: 50
*Total Square Feet: 148494
Acres: 15.3689

Assessed and Taxable Values

Tax Year:	2007	2006	2005
Assessed Value:	\$942,741	\$4,055,119	\$3,500,000
Exemption Amount:	\$942,741	\$4,055,119	\$3,500,000
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

Tax Values

	2007	2006	2005
Tax Year:			
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$0	\$0	\$0
Total Tax:	\$0	\$0	\$0

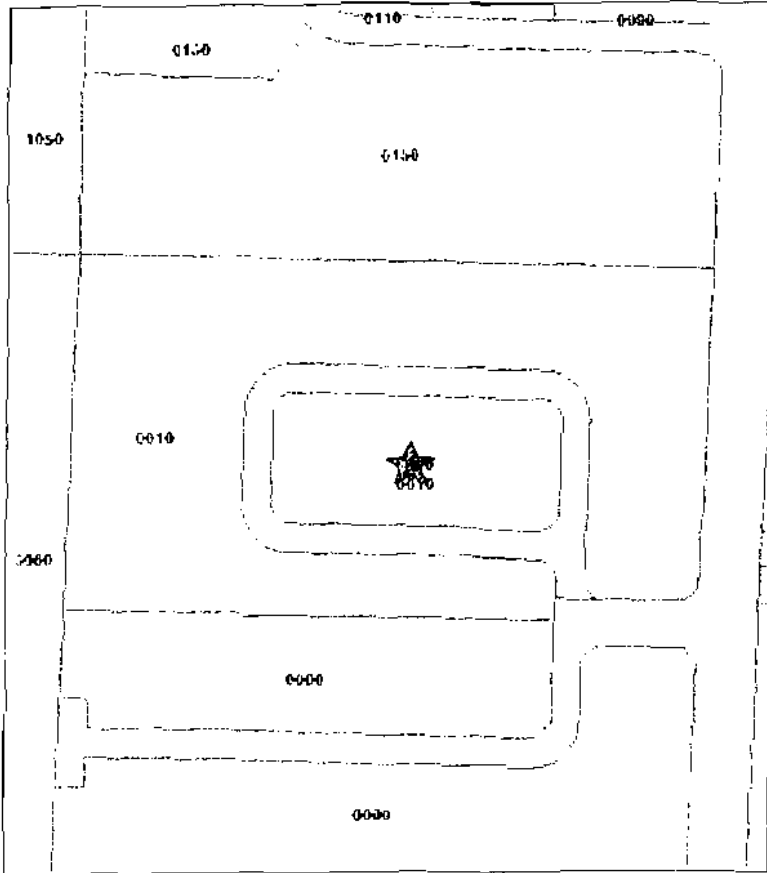
[Tax Calculator](#)
[Details](#)
[Calculate Additional Homestead](#)

[Tax Collector WebSite](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.



Gary R. Nikolits, CFA
 Palm Beach County Property Appraiser
 Property Mapping System



Search Parcel Details

Owner Information
 PCN: 564342310100000010
Return to PAPA
 Name: RIVIERA BEACH HOUSING AUTHORITY
 Location: 2003 W 17TH CT
 Mailing: 2014 17TH CT
 RIVIERA BEACH, FL 33404
 5002



Appraisal Value
 Market Value: \$942,741
 Assessed Value: \$942,741
 Exempt Amnt: \$942,741
 Taxable: \$0

Tax Value
 Ad Valorem: Not Available
 Non ad valorem: \$0.00
 Total: Not Available

Sales Information

Sales Date	Price
Mar-2006	\$10
Jun-2005	\$10
May-2005	\$10
May-2005	\$10
Jun-1999	\$100

Legend

-  Parcel Boundary
-  Lot number

Palm Beach County Property Map
 Map Scale 1:3893

Map produced on 5/14/2008 from PAPA
<http://www.pb.gov.com/papa>



Vicki Gamdat
Vice President, Florida Region

May 15, 2008

Debra Dozier Blinderman, Deputy Development Officer
Florida Housing Finance Corporation
227 N. Bronough Street Suite 5000
Tallahassee, FL 32301

RE: Notice of Possible Scoring Error
Applicant: Emerald Palms Redevelopment, LLC
Application Number: 2008-112C
Application Name: Emerald Palms

Dear Ms. Blinderman:

Pursuant to Rule 67-48.004(4), Magnolia Landing Apartments, Ltd. (Application Number 2008-177C) submits the following Notice of Possible Scoring Error and provides the following Brief Statement of Explanation regarding the deficiencies contained in the Application submitted by Emerald Palms Redevelopment, LLC, Application Number 2008-112C:

PART III – PROPOSED DEVELOPMENT
Section C – Ability to Proceed

(2) Evidence of Site Control

Exhibit 9, submitted by the Applicant, states that Emerald Palm Revitalization, Inc. is the co-managing member of the Applicant, Emerald Palms Redevelopment, LLC. Exhibit 9 states that Emerald Palm Revitalization, Inc. has "No Directors or Shareholders" (See attached Exhibit "A").

The Ground Lease, provided by the Applicant as Evidence of Site Control in Exhibit 27, was signed by "Philip O. Goombs", as "Executive Director" of Emerald Palm Revitalization, Inc (See attached Exhibit "B"). However, the Applicant represented that Emerald Palm Revitalization, Inc. has no directors, therefore, the Ground Lease is invalid and the Applicant failed to demonstrate Evidence of Site Control. Based upon the following, the Application must be rejected as a result of failing to achieve threshold.

| Page 2

PART III: Development
Section A: General Development Information
Subsection 2(b): Scattered Sites

Part III of the Application requires the Applicant to disclose whether or not the Development will consist of "Scattered Sites." Pursuant to Section 67-48.002 (98) F.A.C., scattered sites means "a Development consisting of real property in the same county . . . any part of which is divided by a street or easement ('divided parts')."

Within its Application, the Applicant stated that the Development would not consist of scattered sites. However, a review of a Title Search Report shows that the Development is encumbered by an easement which divides the property. (See attached Exhibit "C"). The subject easement is in favor of Florida Power and Light Company and was recorded in O.R. Book 2500, Page 115, of the Public Records of Palm Beach County, Florida. (See attached Exhibit "D"). The twelve-foot wide easement conclusively demonstrates that the Development site is divided. In light of the foregoing, the Applicant should have disclosed that the Development consisted of Scattered Sites. As a result of its failure to do so, the Application must be rejected as a result of failing to achieve threshold.

PART IV - LOCAL GOVERNMENT SUPPORT
Section A - Contributions - MMRB, SAIL, HC, and HOME Applications

I.(a)(3) Local Government Verification of Contribution - Loan Form Exhibit 45

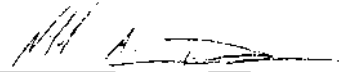
In Part IV.A. 2.a. The Applicant claims a Loan from Palm Beach County and incorrectly values such Loan in the amount of \$200,000. To demonstrate this Loan, Applicant submitted the same Local Government Verification of Contribution - Loan Form behind Exhibit 45 and Exhibit 58 (See attached Exhibit "E"). Applicant listed its Local Government Contribution as a \$200,000 loan at 0% for 32 years, which states that it is "forgivable" at the end of the term, although no conditions were stated. Such conditions could vary widely, including it being only forgiven at the sole discretion of the then County Commission if the property is donated to a qualified non-profit. It is clear that no conditions for forgiving this loan were given, and the County retained the right to later specify whatever conditions it desires.

The Application Instructions state "A Loan with a forgiveness provision requiring approval of the Local Government will be treated as a loan, rather than a grant, for scoring purposes. The 'Loan' verification form should be used." Further the Application Instructions state, "All loans and fee deferrals must be present valued to determine the value of these contributions." That NPV calculation would have indicated a Local Government Value of \$173,421 (\$200,000 paid in 32 years at the discount rate).

The proposed Development is in Palm Beach County and the minimum Local Government requirement for the full 5 points is \$200,000. As the actual NPV of the Loan is \$173,421, the maximum of 5 points should not be awarded for this Local Government Contribution.

Based upon the foregoing, the Applicant has failed to demonstrate a Local Government Contribution and the Application should be awarded points on a pro-rata basis.

Attached to this petition is an executed Notice of Possible Scoring Error Request for Review form.



Nick A. Inamdar
Vice President

Part III.2.(b)

EXHIBIT "C"

TITLE SEARCH REPORT

Fund File Number: 06-2008-4531

The information contained in this title search is being furnished by Attorneys' Title Insurance Fund, Inc. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Greenspoon Marder, PA

Agent's File Reference: Riviera Beach Housing Auth

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.*
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.*
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.*
- D. Determine whether the property has legal access.*
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.*
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.*
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**

Prepared this 15th day of May, 2008.

Attorneys' Title Insurance Fund, Inc.

Prepared by: William C. Snyder
Phone Number: 1-800-515-0155

TITLE SEARCH REPORT

Fund File Number: 06-2008-4531

Effective Date of Fund approved base title information: December 19, 1975

Effective Date of Search: April 30, 2008 at 11:00 PM

Apparent Title Vested in:

Riviera Beach Housing Authority, a public body corporate and politic created pursuant to the laws of the State of Florida

Description of real property to be insured/foreclosed situated in Palm Beach County, Florida.

See Exhibit A attached

Moniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Warranty Deed from Wiggs and Maale Construction Co., Inc., a Florida corporation as successor in merger with Floyd J. Voight, Inc. to Voight Investment Company, Trustee, recorded December 19, 1975, in O.R. Book 2489, Page 1650, Public Records of Palm Beach County, Florida
2. Quit Claim Deed from Greta Cromwell, Inc., a Florida corporation to Riviera Beach Housing Authority, recorded June 10, 1999, in O.R. Book 11164, Page 353, Public Records of Palm Beach County, Florida.
3. Quit Claim Deed from Timothy Funk to Riviera Beach Housing Authority, recorded May 26, 2005, in O.R. Book 18643, Page 1860, Public Records of Palm Beach County, Florida.
4. Quit Claim Deed from John P. Little, III to Riviera Beach Housing Authority, recorded May 26, 2005, in O.R. Book 18643, Page 1968, Public Records of Palm Beach County, Florida.
5. Quit Claim Deed from Stephanie R. Williams to Riviera Beach Housing Authority, recorded June 7, 2005, in O.R. Book 18705, Page 114, Public Records of Palm Beach County, Florida.
6. Quit Claim Deed from Voight Investment Company, a dissolved Florida corporation to Riviera Beach Housing Authority, recorded June 27, 2005, in O.R. Book 18814, Page 327, Public Records of Palm Beach County, Florida
7. Special Warranty Deed from Riviera Beach Housing Corporation, Inc., a Florida not-for-profit corporation to Riviera Beach Housing Authority, recorded June 29, 2006, in O.R. Book 20543, Page 1551, Public Records of Palm Beach County, Florida.
8. Declaration of Trust recorded in O.R. Book 20543, Page 1554, Public Records of Palm Beach County, Florida.

TITLE SEARCH REPORT

Fund File Number 06-2008-4531

Mortgages, Assignments and Modifications:

None

Other Property Liens:

1. Taxes for the year 2008, which are not yet due and payable.

Restrictions/Easements:

1. Subject to rights of tenants under unrecorded leases, if any.
2. Subject to the Ordinance No. 2802 of the City of Riviera Beach, Florida vacating and abandoning the Right-of-Way known as West 17th Court as recorded in O.R. Book 18430, Page 789, Public Records of Palm Beach County, Florida.
3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Plat of Westside Estates, as recorded in Plat Book 31, Page(s) 81, Public Records of Palm Beach County, Florida.
4. Permit-Buried Lines to Southern Bell Telephone and Telegraph Company recorded in O.R. Book 2447, Page 1943, Public Records of Palm Beach County, Florida.
5. Right of Way Easement Agreement recorded in O.R. Book 2734, Page 1058, Public Records of Palm Beach County, Florida.
6. Grant of Utility Easement recorded in O.R. Book 4809, Page 212, Public Records of Palm Beach County, Florida.
7. Easement to Florida Power and Light Company recorded in O.R. Book 2500, Page 115, Public Records of Palm Beach County, Florida.
8. Ordinance No. 1101 recorded in O.R. Book 2642, Page 1945, Public Records of Palm Beach County, Florida.
9. Grant of Landscape and Utility Easement recorded in O.R. Book 5425, Page 485, Public Records of Palm Beach County, Florida.
10. Easement to Florida Power and Light Company recorded in O.R. Book 5458, Page 1122, Public Records of Palm Beach County, Florida.
11. Covenants, conditions and restrictions recorded April 30, 1997, in O.R. Book 9768, Page 1618, as affected by Release of Restrictions recorded in O.R. Book 21551, Page 938, Public Records of Palm Beach County, Florida.

TITLE SEARCH REPORT

Find File Number: 06-2008-4531

12. Covenants, conditions and restrictions recorded December 18, 2001, in O.R. Book 13210, Page 1839, Public Records of Palm Beach County, Florida.
13. Covenants, conditions and restrictions recorded March 24, 2003, in O.R. Book 14962, Page 879, Public Records of Palm Beach County, Florida.
14. Lease Agreement recorded in O.R. Book 2584, Page 29, Public Records of Palm Beach County, Florida. Appears to be terminated by its terms.
15. Deed to the City of Riviera Beach recorded in O.R. Book 2396, Page 16, Public Records of Palm Beach County, Florida.
16. Resolution of the Riviera Beach Housing Authority recorded in O.R. Book 20543, Page 1533, Public Records of Palm Beach County, Florida.
17. Subject to the Right-of-Way of Congress Avenue as now laid out and in use.
18. Riparian and Littoral rights are not insured.

Other Encumbrances:

None

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Purchaser/Mortgagor:

N/A

The name of the proposed purchaser/mortgagor was searched for the past twenty years for unsatisfied judgments and tax liens (state, federal and other liens for the recovery of money) and personal names were checked for unrestored incompetency and for guardianship proceedings. The following matters appeared of record and copies are attached for evaluation by the agent:

N/A

TITLE SEARCH REPORT

Fund File Number: 06-2008-4531

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**
8. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

This report does not cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

TITLE SEARCH REPORT

Fund File Number: 06-2008-4531

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by the Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a Fund policy, then the maximum liability for incorrect information is \$1,000.

Note: The Fund Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$3,000,000.00 or more.

TITLE SEARCH REPORT

Fund File Number. 06-2008-4531

EXHIBIT A

A parcel of land in the Northeast one quarter of Section 31, Township 42 South, Range 43 East, City of Riviera Beach, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the North one quarter corner of said Section 31, thence run South 2 degrees 32' 43" West, along the North-South one quarter Section line and along the Easterly right of way line of the Central and Southern Florida Flood Control District Canal No. C-17, a distance of 611.98 feet; thence, run South 87 degrees 57' 28" East, parallel with the North line of said Section 31, a distance of 1216.32 feet to the Easterly right of way line of Congress Avenue extension; thence run North 2 degrees 42' 26" East, along the said Easterly right of way line of Congress Avenue extension, a distance of 612.00 feet to the North line of said Section 31; thence, run North 87 degrees 57' 28" West, along the North section line of said Section 31, a distance of 1218.05 feet to the Point of Beginning.

Also known as:

All of the Plat Westside Estates, according to the map or plat thereof as recorded in Plat Book 31, Page(s) 81 Public Records of Palm Beach County, Florida

Part III.2.(b)

EXHIBIT "D"

BEST COPY

PREPARED BY:

Mr. J. D. Hardy
Florida Power & Light Company
Drawer "D"
West Palm Beach, Florida 33402

EASEMENT

DATE November 24, 1975

SEC 31 TWP 42S R0E43E

7352

In consideration of the payment to me/us by Florida Power & Light Company of \$1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to Florida Power & Light Company and its successors and assigns an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits, transformer enclosures and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth or other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

JAN 22 PM 12:28

An easement more particularly described as a 12 foot wide strip, centerline of said easement represented by wide broken lines; and a 10 foot wide strip, centerline of said easement represented by thin broken lines drawn on Florida Power & Light Company Exhibit "A" attached hereto and made a part thereof. A parcel of land in the Northeast one quarter of Section 11, Township 42 South, Range 43 East, Palm Beach County, Florida, shown hereon as Westside Estates, being more particularly described as follows: Beginning at the North one quarter corner of said Section 11; thence run South 2° 32' 45" West, along the North-South one quarter section line and along the Easterly right of way line of the Central and Southern Florida Flood Control District Canal No. C-17, a distance of 611.98 feet; thence, run South 87° 57' 28" East, parallel with the North line of said section 11, a distance of 1216.32 feet to the Easterly right of way line of Congress Avenue Extension; thence, run North 2° 42' 26" East, along the said Easterly right of way line of Congress Avenue Extension, a distance of 612.00 feet to the North line of said Section 11; thence, run North 87° 57' 28" West, along the North Section line of said Section 11, a distance of 1218.05 feet to the Point of Beginning.

In the presence of:

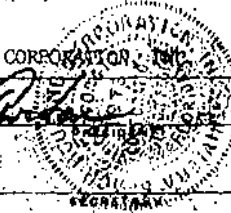
Josephine M. Stinson
Patricia M. Gordon

(Corporate Seal)

RIVIERA BEACH HOUSING CORPORATION, INC.

BY

ATTEST:



STATE OF FLORIDA AND COUNTY OF Palm Beach

I HEREBY CERTIFY that before me, personally appeared PATRICK M. GORDON

XXXXXXXXX President XXXX XXXXXXXXX Riviera Beach Housing Corporation, Inc.

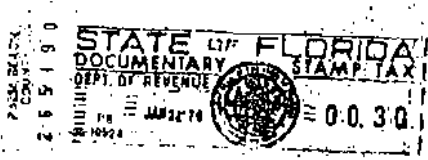
a Corporation organized under the Laws of the State of Florida to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such Officers for the use and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the true and correct act of said Corporation.

WITNESSE my hand and official seal in said County and State this 24th day of November 1975

My Commission Expires 9/18 1976 *Josephine M. Stinson*
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

RWO/80000 768 ER 7-450 STRUCT. NO.

FORM 1332C REV. 1/73



BEST COPY

——— DENOTES 6' OF 12' EASEMENT
 - - - - DENOTES 4' OF 10' EASEMENT

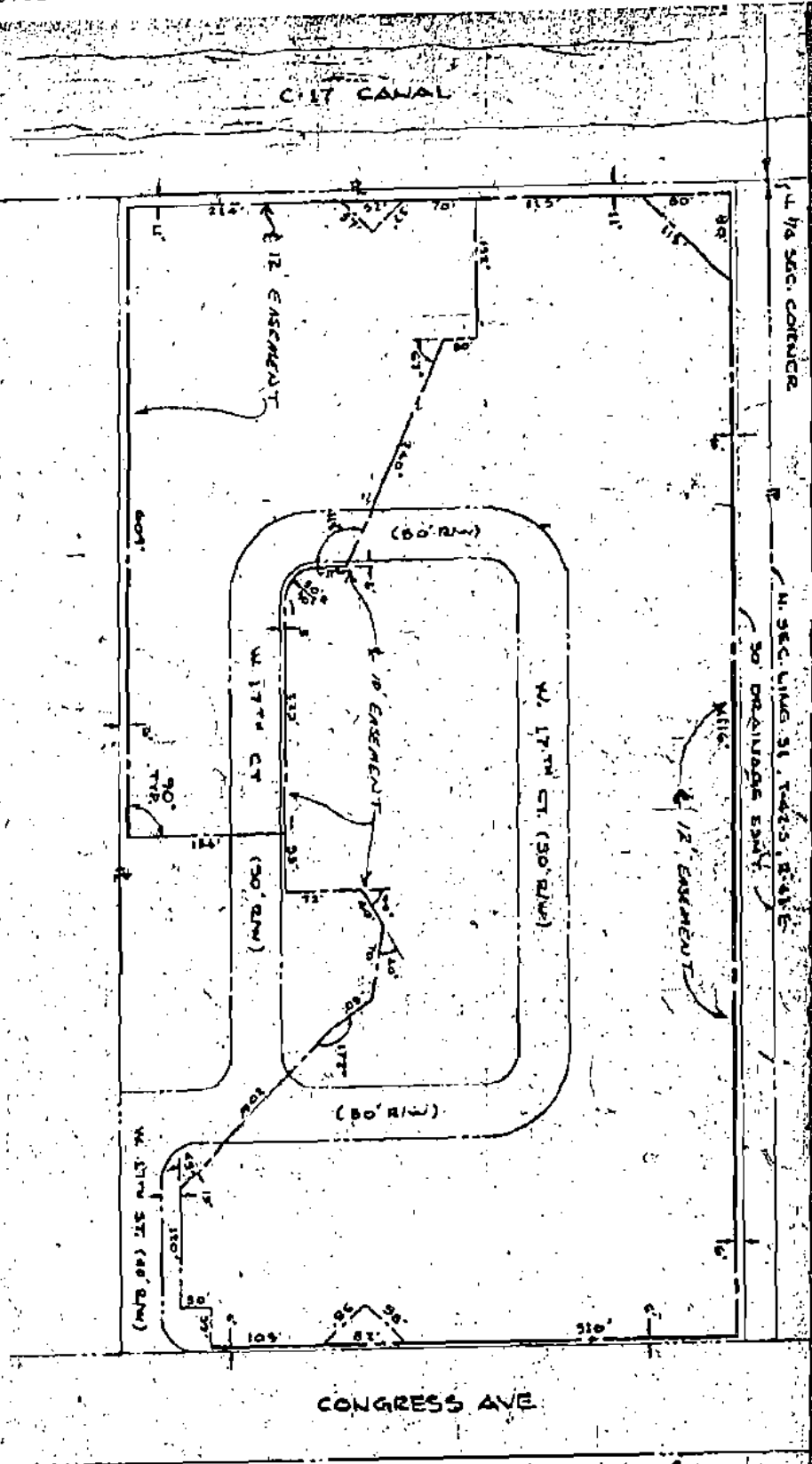


EXHIBIT 'A'
 FOR F&I CO. EASEMENTS
 WESTSIDE ESTATES
 CONGRESS AVE. 1800 E 5/0
 BLUE HORIZON BLVD.

2500 PAGE 116

Drawn by [unclear]
 Checked by [unclear]
 Plot Date [unclear]
 Date [unclear]
 Mark [unclear]

2008 CURE SUMMARY FORM

This Cure Summary Form is submitted with regard to **Application No. 2008- 112C** and pertains to the Application parts, sections, subsections, and exhibits listed below (please list the parts, sections, subsections, and exhibits in the order they appear on the most recent Scoring Summary Report):

Part (I, II, III, IV, or V)	Section (A, B, C, D, etc.)	Subsection (1, 2, 3, etc. or 1.a., 2.a., etc.)	Exhibit (1, 2, 3, etc.)	Submitted in Response to:				Created by:		
				Reason Score Not Maxed (Provide Item No. from Application Scoring Summary)	Reason Failed Threshold (Provide Item No. from Application Scoring Summary)	Proximity Scoring (Provide Item No. from Application Scoring Summary)	Additional Comment (Provide Item No. from Application Scoring Summary)	Mark this Column if Item No. indicated in "Submitted in Response to" column(s) resulted from Preliminary Scoring	Mark this Column if Item No. indicated in "Submitted in Response to" column(s) resulted from NOPSE Scoring and state NOPSE Tracking No., if known.	
III	C	5	33	S	1	T	P	C	X	
III	C	5	34	S	1	T	P	C	X	
III	A	2.6.	20	S	2	T	P	C		X 035, 115
III	B	2		S	3	T	P	C		X 035, 115
				S	4	T	P	C		X
Consistency Care (due to Scoring Item 2T)				S		T	P	C		
Consistency Care (due to Scoring Item 2T)				S		T	P	C		
				S		T	P	C		
				S		T	P	C		
				S		T	P	C		
				S		T	P	C		
				S		T	P	C		
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				S		T	P	C		
				S		T	P	C		
				S		T	P	C		
				S		T	P	C		
				S		T	P	C		

TRACKING ID:
 385

2008 CURE FORM

(Submit a SEPARATE form for EACH reason relative to EACH Application Part, Section, Subsection, and Exhibit)

This Cure Form is being submitted with regard to **Application No. 2008- 112C** and pertains to:

Part III Section A Subsection 2.6 Exhibit No. 20 (if applicable)

The attached information is submitted in response to the 2008 Universal Scoring Summary Report because:

1. Preliminary Scoring and/or NOPSE scoring resulted in the imposition of a failure to achieve maximum points, a failure to achieve threshold, and/or a failure to achieve maximum proximity points relative to the Part, Section, Subsection, and/or Exhibit stated above. Check applicable item(s) below:

	2008 Universal Scoring Summary Report	Created by:	
		Preliminary Scoring	NOPSE Scoring
<input type="checkbox"/> Reason Score Not Maxed	Item No. ____S	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Reason Failed Threshold	Item No. <u>2</u> T	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Reason Proximity Points Not Maxed	Item No. ____P	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additional Comment	Item No. ____C	<input type="checkbox"/>	<input type="checkbox"/>

2. Other changes are necessary to keep the Application consistent:

This revision or additional documentation is submitted to address an issue resulting from a cure to Part ____ Section ____ Subsection ____ Exhibit ____ (if applicable).

**Brief Statement of Explanation regarding Cure for
Application No. 2008 – 112C**

Provide a separate brief statement for each Cure

In Scoring Item 2T, FHFC has determined that the development is a “scattered site”, and that Applicant failed to correctly answer the question at Part III.A.2.b. and failed to provide the requested information for each site in Exhibit 20.

Attached is a revised excerpt to the application indicating the correct answer (“Yes”) to Part III.A.2.b. Also enclosed is Exhibit 20 containing the information required for “scattered sites”.

b. Provide the Service Provider's or principal of Service Provider's Prior Experience Chart behind a tab labeled "Exhibit 18"

8. Guarantor(s) Information (MMRB Applicants only):

Provide the Guarantor Information Chart behind a tab labeled "Exhibit 19".

Part III. Proposed Development

A. General Development Information

1. Name of Development:

Emerald Palms

2. Location of Development Site:

a. Address of Development Site:

Street: see addendum

City: Riviera Beach

State: FL

Zip Code: 33404

b. Will the Development consist of Scattered Sites?

Yes No

If "Yes", for each of the sites, provide the Address, total number of units, and a latitude and longitude coordinate behind a tab labeled "Exhibit 20".

c. Does the location of the proposed Development qualify as an Urban In-Fill Development, as defined in Rule Chapters 67-21 and 67-48, F.A.C.?

Yes No

If "Yes", to qualify as an Urban In-Fill Development for purposes of this Application, provide a property completed and executed Local Government Verification of Qualification as Urban In-Fill Development form behind a tab labeled "Exhibit 21".

d. Is the proposed Development being revitalized utilizing HOPE VI funding?

Yes No

If "Yes", to qualify as a Hope VI Development for purposes of this Application, provide the required documentation behind a tab labeled "Exhibit 21".

e. County:

Palm Beach - Large (E)



All Applicants must answer "Yes" or "No" to question (1) below. All HOME Applicants must also answer question (2) below.

(1) Is proposed Development located in the Florida Keys Area?

Yes No

(2) HOME Applications Only -

Will the proposed HOME Development be located in either Alachua County or Leon County?

Yes No

If "Yes", complete either (a) or (b) below, as applicable

(a) Alachua County Developments - Is the Development located within Alachua County, but outside the boundaries of incorporated Gainesville?

Yes No

If "Yes", provide the required letter from Alachua County behind a tab labeled "Exhibit 22".

(b) Leon County Developments - Is the Development located within Leon County but outside the boundaries of incorporated Tallahassee?

Yes No

Exhibit 20
Scattered Site Address of the Development Site
Emerald Palms

Tract 1: West of W. 17th Street, west of the intersection of W. 17th Street and Congress Avenue, Riviera Beach, Florida 33404

80 units

Latitude N26°46'41.8"

Longitude W80°05'25.0"

(tie breaker measurement point)

Tract 2: On West 17th Street, west of the intersection of W. 17th Street and Congress Avenue, Riviera Beach, Florida 33404

0 units

Latitude N26°46'41.1"

Longitude W80°05'20.5"

Tract 3: On Congress Avenue, north of the intersection of W. 17th Street and Congress Avenue, Riviera Beach, Florida 33404

60 units

Latitude N26°46'43.4"

Longitude W80°05'27.0"

AFFIDAVIT


State of Florida)
 County of Miami-Dade)

Before me, the undersigned officer duly authorized under the laws of the State of Florida to administer oaths and take acknowledgements, personally appeared Francisco F. Fajardo, to me well known to be the person making this Affidavit, who after being duly sworn under oath,

deposes and says:

1. That Affiant is a Registered Land Surveyor and Mapper in the State of Florida Certificate No.: 4767, and maintains an active practice in Miami-Dade County.
2. I have reviewed the property described as: Westside Estates as Recorded in Plat Book 31, Page 81 of the Public Records of Palm Beach County, Florida, which I am told was submitted to Florida Housing within Application #2008-112C.
3. I have reviewed the Title Search Report prepared by Attorneys' Title Insurance Fund dated May 15, 2008 as well as the FPL Easement and Sketch Submitted to Florida Housing Finance Corporation as a part of a Notice of Possible Scoring Error in 2008 (Exhibit A).
4. I have reviewed updated Title Work prepared by Attorneys' Title Fund Services, LLC dated 12-18-2009 (Exhibit B).
5. Based on the Title Search Reports presented, there was no evidence of vacation or abandonment of the FPL Easement in the Public Records; therefore, the FPL Easement appears to have been in place continuously from November 24, 1975 through the present day.
6. It is not customary for Surveyors to consider Utility Easements to create a division of property, but I have been requested to count the number of individual "tracts" that would have been created if there were divisions created by Utility Easements and Roads according to the FPL Sketch and Legal Description.
 - A) If the FPL Easement and Road were both considered to divide the Site, the Site would consist of 13 distinct Tracts (Exhibit C).
 - B) If the FPL Easement alone were considered to divide the Site, the Site would consist of 7 distinct Tracts (Exhibit D).
 - C) If the Road alone were considered to divide the Site, the Site would consist of 3 distinct Tracts (Exhibit E).

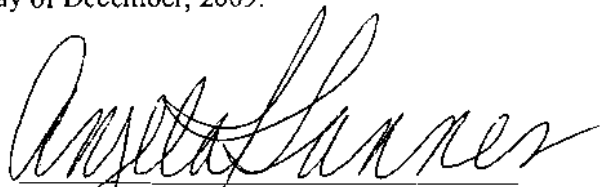
Further Affiant saith not.



 Francisco F. Fajardo
 Registered Land Surveyor and Mapper No. 4767
 State of Florida

Sworn and Subscribed before me this 23th day of December, 2009.

My Commission Expires:

 Notary Public
 State of Florida at Large

This Instrument prepared by
 Francisco F. Fajardo
 Lannes and Garcia, Inc.
 359 Alcazar Avenue
 Coral Gables, Florida 33134

**UNIVERSAL APPLICATION PACKAGE
NOTICE OF POSSIBLE SCORING ERROR (NOPSE)
REQUEST FOR REVIEW FORM**

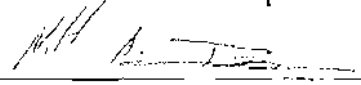
Notice of Possible Scoring Error(s) regarding Application No. 2008- 112C
(one Application number per notice)

Part/Section/Subsection			Number of Issues For Review
III	C	(2)	1
III	A	2(b)	1
IV	A	1 (a)(3) Exhibit 45 Exhibit 58	1
Total Number of Issues For Review			3

TRACKING NO:
115

Submitted by Authorized Representative for Application Number 2008- 177C

Signature of Authorized Representative for above-designated Application.


Signature: _____

Nick A. Inamdar
Print Name: _____

All notices must be submitted in accordance with subsections 67-48.004(4) and 67-21.003(4), F.A.C., and should contain enough information for staff to evaluate them. This will include, but may not be limited to, a detailed description of the issue being identified and action requested by the submitting Applicant, such as reduction of score or threshold failure. Attach additional pages if necessary. All notices should be submitted in typewritten form.

**EXHIBIT
A**
to affidavit



Single Team Job
Asst. Director, Florida Region

May 15, 2008

Debra Dozier Blinderman, Deputy Development Officer
Florida Housing Finance Corporation
227 N. Bronough Street Suite 5000
Tallahassee, FL 32301

RE: Notice of Possible Scoring Error
Applicant: Emerald Palms Redevelopment, LLC
Application Number: 2008-112C
Application Name: Emerald Palms

Dear Ms. Blinderman:

Pursuant to Rule 67-48.004(4), Magnolia Landing Apartments, Ltd. (Application Number 2008-177C) submits the following Notice of Possible Scoring Error and provides the following Brief Statement of Explanation regarding the deficiencies contained in the Application submitted by Emerald Palms Redevelopment, LLC, Application Number 2008-112C:

PART III – PROPOSED DEVELOPMENT
Section C – Ability to Proceed

(2) Evidence of Site Control

Exhibit 9, submitted by the Applicant, states that Emerald Palm Revitalization, Inc. is the co-managing member of the Applicant, Emerald Palms Redevelopment, LLC. Exhibit 9 states that Emerald Palm Revitalization, Inc. has "No Directors or Shareholders" (See attached Exhibit "A").

The Ground Lease, provided by the Applicant as Evidence of Site Control in Exhibit 27, was signed by "Philip O. Goombs", as "Executive Director" of Emerald Palm Revitalization, Inc (See attached Exhibit "B"). However, the Applicant represented that Emerald Palm Revitalization, Inc. has no directors, therefore, the Ground Lease is invalid and the Applicant failed to demonstrate Evidence of Site Control. Based upon the following, the Application must be rejected as a result of failing to achieve threshold.

PART III: Development
Section A: General Development Information
Subsection 2(b): Scattered Sites

Part III of the Application requires the Applicant to disclose whether or not the Development will consist of "Scattered Sites." Pursuant to Section 67-48.002 (98) F.A.C., scattered sites means "a Development consisting of real property in the same county ... any part of which is divided by a street or easement ('divided parts')."

Within its Application, the Applicant stated that the Development would not consist of scattered sites. However, a review of a Title Search Report shows that the Development is encumbered by an easement which divides the property. (See attached Exhibit "C"). The subject easement is in favor of Florida Power and Light Company and was recorded in O.R. Book 2500, Page 115, of the Public Records of Palm Beach County, Florida. (See attached Exhibit "D") The twelve-foot wide easement conclusively demonstrates that that the Development site is divided. In light of the foregoing, the Applicant should have disclosed that the Development consisted of Scattered Sites. As a result of its failure to do so, the Application must be rejected as a result of failing to achieve threshold.

PART IV – LOCAL GOVERNMENT SUPPORT
Section A – Contributions – MMRB, SAIL, HC, and HOME Applications

1.(a)(3) Local Government Verification of Contribution – Loan Form Exhibit 45

In Part IV.A 2.a. The Applicant claims a Loan from Palm Beach County and incorrectly values such Loan in the amount of \$200,000. To demonstrate this Loan, Applicant submitted the same Local Government Verification of Contribution – Loan Form behind Exhibit 45 and Exhibit 58 (See attached Exhibit "E"). Applicant listed it's Local Government Contribution as a \$200,000 loan at 0% for 32 years, which states that it is "forgivable" at the end of the term, although no conditions were stated. Such conditions could vary widely, including it being only forgiven at the sole discretion of the then County Commission if the property is donated to a qualified non-profit. It is clear that no conditions for forgiving this loan were given, and the County retained the right to later specify whatever conditions it desires.

The Application Instructions state "A Loan with a forgiveness provision requiring approval of the Local Government will be treated as a loan, rather than a grant, for scoring purposes. The 'Loan' verification form should be used." Further the Application Instructions state, "All loans and fee deferrals must be present valued to determine the value of these contributions." That NPV calculation would have indicated a Local Government Value of \$173,421 (\$200,000 paid in 32 years at the discount rate).

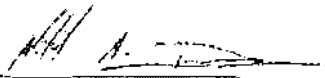
The proposed Development is in Palm Beach County and the minimum Local Government requirement for the full 5 points is \$200,000. As the actual NPV of the Loan is \$173,421, the maximum of 5 points should not be awarded for this Local Government Contribution.

TEL: (305) 372-3547
FAX: (305) 372-3548

| Page 3

Based upon the foregoing, the Applicant has failed to demonstrate a Local Government Contribution and the Application should be awarded points on a pro-rata basis.

Attached to this petition is an executed Notice of Possible Scoring Error Request for Review form.



Nick A. Inamdar
Vice President

Part III.2.(b)

EXHIBIT "C"

TITLE SEARCH REPORT

Fund File Number. 06-2008-4531

The information contained in this title search is being furnished by Attorneys' Title Insurance Fund, Inc. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Greenspoon Marde, PA

Agent's File Reference: Riviera Beach Housing Auth

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.*
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.*
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.*
- D. Determine whether the property has legal access.*
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.*
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.*
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**

Prepared this 15th day of May, 2008.

Attorneys' Title Insurance Fund, Inc.

Prepared by: William C Snyder

Phone Number: 1-800-515-0155

TITLE SEARCH REPORT

Fund File Number: 06-2003-4531

Effective Date of Fund approved base title information: December 19, 1975

Effective Date of Search: April 30, 2008 at 11:00 PM

Apparent Title Vested in:

Riviera Beach Housing Authority, a public body corporate and politic created pursuant to the laws of the State of Florida

Description of real property to be insured/foreclosed situated in Palm Beach County, Florida.

See Exhibit A attached

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Warranty Deed from Wiggs and Maale Construction Co., Inc., a Florida corporation as successor in merger with Floyd J. Voight, Inc. to Voight Investment Company, Trustee, recorded December 19, 1975, in O.R. Book 2489, Page 1650, Public Records of Palm Beach County, Florida.
2. Quit Claim Deed from Greta Cromwell, Inc., a Florida corporation to Riviera Beach Housing Authority, recorded June 10, 1999, in O.R. Book 11164, Page 353, Public Records of Palm Beach County, Florida.
3. Quit Claim Deed from Timothy Funk to Riviera Beach Housing Authority, recorded May 26, 2005, in O.R. Book 18643, Page 1860, Public Records of Palm Beach County, Florida.
4. Quit Claim Deed from John P. Little, III to Riviera Beach Housing Authority, recorded May 26, 2005, in O.R. Book 18643, Page 1968, Public Records of Palm Beach County, Florida.
5. Quit Claim Deed from Stephanie R. Williams to Riviera Beach Housing Authority, recorded June 7, 2005, in O.R. Book 18705, Page 114, Public Records of Palm Beach County, Florida.
6. Quit Claim Deed from Voight Investment Company, a dissolved Florida corporation to Riviera Beach Housing Authority, recorded June 27, 2005, in O.R. Book 18814, Page 327, Public Records of Palm Beach County, Florida.
7. Special Warranty Deed from Riviera Beach Housing Corporation, Inc., a Florida not-for-profit corporation to Riviera Beach Housing Authority, recorded June 29, 2006, in O.R. Book 20543, Page 1551, Public Records of Palm Beach County, Florida.
8. Declaration of Trust recorded in O.R. Book 20543, Page 1554, Public Records of Palm Beach County, Florida

TITLE SEARCH REPORT

Fund File Number: 06-2008-4531

Mortgages, Assignments and Modifications:

None

Other Property Liens:

1. Taxes for the year 2008, which are not yet due and payable.

Restrictions/Easements:

1. Subject to rights of tenants under unrecorded leases, if any.
2. Subject to the Ordinance No. 2802 of the City of Riviera Beach, Florida vacating and abandoning the Right-of-Way known as West 17th Court as recorded in O.R. Book 18430, Page 789, Public Records of Palm Beach County, Florida.
3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Plat of Westside Estates, as recorded in Plat Book 31, Page(s) 81, Public Records of Palm Beach County, Florida
4. Permit-Buried Lines to Southern Bell Telephone and Telegraph Company recorded in O.R. Book 2447, Page 1943, Public Records of Palm Beach County, Florida.
5. Right of Way Easement Agreement recorded in O.R. Book 2734, Page 1058, Public Records of Palm Beach County, Florida
6. Grant of Utility Easement recorded in O.R. Book 4809, Page 212, Public Records of Palm Beach County, Florida
7. Easement to Florida Power and Light Company recorded in O.R. Book 2500, Page 115, Public Records of Palm Beach County, Florida
8. Ordinance No. 1101 recorded in O.R. Book 2642, Page 1945, Public Records of Palm Beach County, Florida
9. Grant of Landscape and Utility Easement recorded in O.R. Book 5425, Page 485, Public Records of Palm Beach County, Florida.
10. Easement to Florida Power and Light Company recorded in O.R. Book 5458, Page 1122, Public Records of Palm Beach County, Florida
11. Covenants, conditions and restrictions recorded April 30, 1997, in O.R. Book 9768, Page 1618, as affected by Release of Restrictions recorded in O.R. Book 21551, Page 938, Public Records of Palm Beach County, Florida.

TITLE SEARCH REPORT

Find File Number 06-2008-4531

12. Covenants, conditions and restrictions recorded December 18, 2001, in O.R. Book 13210, Page 1839, Public Records of Palm Beach County, Florida
13. Covenants, conditions and restrictions recorded March 24, 2003, in O.R. Book 14962, Page 879, Public Records of Palm Beach County, Florida
14. Lease Agreement recorded in O.R. Book 2584, Page 29, Public Records of Palm Beach County, Florida. Appears to be terminated by its terms.
15. Deed to the City of Riviera Beach recorded in O.R. Book 2396, Page 16, Public Records of Palm Beach County, Florida
16. Resolution of the Riviera Beach Housing Authority recorded in O.R. Book 20543, Page 1533, Public Records of Palm Beach County, Florida
17. Subject to the Right-of-Way of Congress Avenue as now laid out and in use
18. Riparian and Littoral rights are not insured.

Other Encumbrances:

None

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Purchaser/Mortgagor:

N/A

The name of the proposed purchaser/mortgagor was searched for the past twenty years for unsatisfied judgments and tax liens (state, federal and other liens for the recovery of money) and personal names were checked for unvested incompetency and for guardianship proceedings. The following matters appeared of record and copies are attached for evaluation by the agent:

N/A

TITLE SEARCH REPORT

Find File Number. 06-2008-4531

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**
8. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

This report does not cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

TITLE SEARCH REPORT

Fund File Number: 06-2008-4531

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by the Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a Fund policy, then the maximum liability for incorrect information is \$1,000.

Note: The Fund Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$3,000,000.00 or more.

TITLE SEARCH REPORT

Fund File Number 06-2008-4531

EXHIBIT A

A parcel of land in the Northeast one quarter of Section 31, Township 42 South, Range 43 East, City of Riviera Beach, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the North one quarter corner of said Section 31, thence run South 2 degrees 32' 43" West, along the North-South one quarter Section line and along the Easterly right of way line of the Central and Southern Florida Flood Control District Canal No. C-17, a distance of 611.98 feet; thence, run South 87 degrees 57' 28" East, parallel with the North line of said Section 31, a distance of 1216.32 feet to the Easterly right of way line of Congress Avenue extension; thence run North 2 degrees 42' 26" East, along the said Easterly right of way line of Congress Avenue extension, a distance of 612.00 feet to the North line of said Section 31, thence, run North 87 degrees 57' 28" West, along the North section line of said Section 31, a distance of 1218.05 feet to the Point of Beginning.

Also known as

All of the Plat Westside Estates, according to the map or plat thereof as recorded in Plat Book 31, Page(s) 81, Public Records of Palm Beach County, Florida

Part III.2 (b)

EXHIBIT "D"

BEST COPY

FORWARDED BY:

Mr. J. D. Hardy
Florida Power & Light Company
Treasurer "D"
West Palm Beach, Florida 33402

EASEMENT

DATE November 24, 1915

SEC 31 TWP 423 RGE 47E

7352

JAN 22 PM 12:28

In consideration of the payment to me/us by Florida Power & Light Company of \$1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to Florida Power & Light Company and its successors and assigns an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits, transformer enclosures and appurtenant equipment) to be installed from time to time with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth or other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

An easement more particularly described as a 12 foot wide strip, centerline of said easement represented by wide broken lines; and a 10 foot wide strip, centerline of said easement represented by thin broken lines drawn on Florida Power & Light Company Exhibit "A" attached hereto and made a part thereof. A parcel of land in the Northeast one quarter of Section 11, Township 42 South, Range 43 East, Palm Beach County, Florida, shown hereon as Westside Estates, being more particularly described as follows: Beginning at the North one quarter corner of said Section 11; thence run South 2° 32' 49" West, along the North-South one quarter section line and along the Easterly right of way line of the Central and Southern Florida Flood Control District Canal No. C-17, a distance of 611.98 feet; thence, run South 87° 57' 28" East, parallel with the North line of said section 11, a distance of 1215.32 feet to the Easterly right of way line of Congress Avenue Extension; thence, run North 2° 42' 26" East, along the said Easterly right of way line of Congress Avenue Extension, a distance of 612.00 feet to the North line of said Section 11; thence, run North 87° 57' 28" West, along the North Section line of said Section 11, a distance of 1215.05 feet to the Point of Beginning.

In the presence of:

Josephine M. Stearn
Josephine M. Stearn

(Corporate Seal)

RIVIERA BEACH HOUSING CORPORATION, INC.
BY *Patrick M. Gordon*
ATTEST: *Josephine M. Stearn*

STATE OF FLORIDA AND COUNTY OF Palm Beach

I HEREBY CERTIFY that before me, personally appeared PATRICK M. GORDON

XXXXXXXXX President XXXXX XXXXXXXX Riviera Beach Housing Corporation, Inc.

a Corporation organized under the Laws of the State of Florida, to me known to be the persons describing in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is a true and correct copy of said corporation.

Witness my hand and official seal in said County and State this 24th day of November 1915

My Comm. No. 488102 *Josephine M. Stearn*
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

RWD/XXXXX 76R FR. 2-450 STRUCT. NO. FORM 1710 REV. 1/13

STATE OF FLORIDA DOCUMENTARY STAMP TAX
00.30

FLORIDA DOCUMENTARY SUR TAX
00.55

BEST COPY

--- DENOTES 6' OR 12' EASEMENT
- - - DENOTES 4' OR 10' EASEMENT

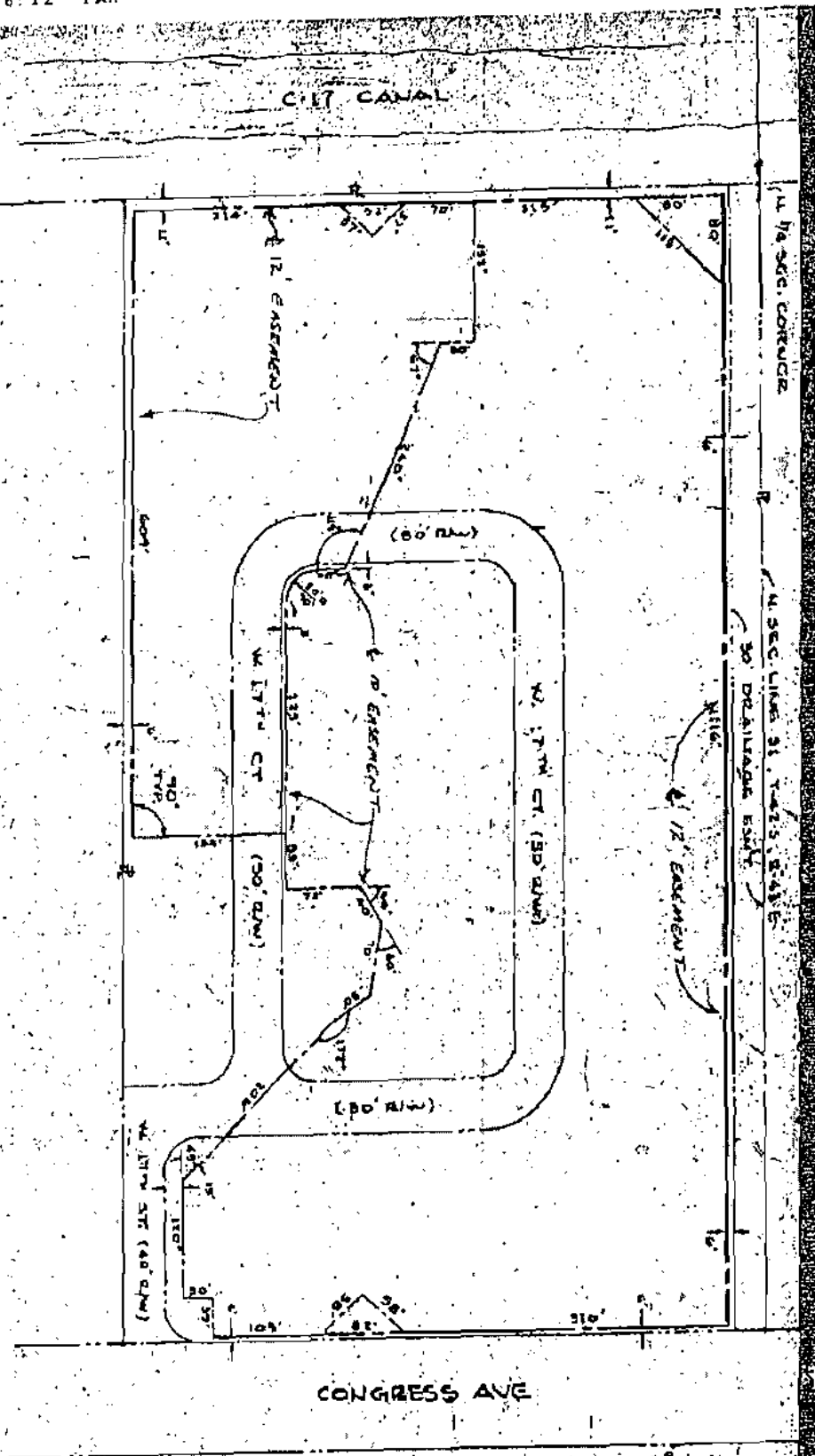


EXHIBIT 'A'
FOR F.R.I.L. CO. EASEMENTS
WESTSIDE ESTATES
SPRINGESS AVE. 100' x 5/9
BLUE HERBOLD BLVD.

Measured to N-S 5/9 B
Ground correct
Point based on 1911, 1912
Map to 1/2 inch
Scale about 1/2 inch

LEGAL: 2003 W 17TH CT, RIVIERA BEACH FL

COMMENTS: POST PER TAX ROLL

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0002 OF 0065
DOF: 06042009 PR: OR 23267 1286 SR: CN 2009 0188708 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 17TH C RIVIERA BEACH FL 33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: ALL PL(PB 31/81) LYG W OF CONGRESS AVE (LESS W 17TH ST R/W) & 50'
ABND W 17TH CT LYG WITHIN TAX FOLIO 56-43-42-31-01-000-0010

COMMENTS: C-\$\$\$ A W MATERIALS INC\$#6640 SR 52W#HUDSON FL 34667#L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0003 OF 0065
DOF: 03232007 PR: OR 21551 938 SR: CN 2007 0144384 DOI: 02132007
TOI: R DESC: REL MIN: - -
1ST PARTY: PALM BEACH CTY FL

2ND PARTY: RIVIERA BEACH HOUSING AUTHORITY

AMOUNT: NAME: TYPE:
REFERENCE: OR 9768/1618
LEGAL: POR TR V & W PLAT WESTSIDE EST PB 31/81 DESC: COM NW COR SAID TR V,
N87*W ALG N LINE SAID TR V 63.85', S2*W 26.74' TO POB, CONT S2*W 83.68', N87*W 4
2.37'8 N2*E 84.03'8 S87*E 41.68' TO POB CONT 3524 SQ FT 0.08 AC M/L

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0004 OF 0065
DOF: 06292006 PR: OR 20543 1556 SR: CN 2006 0385346 DOI: 05252006
TOI: SM DESC: MIN: - -
1ST PARTY: BK AMER N A

2ND PARTY: RIVIERA BCH HOUSING CORP INC

AMOUNT: NAME: TYPE:
REFERENCE: OR 11195/645
LEGAL: POR TR V & TR W PB 31/81 COM AT SE COR SAID TR V, N87*W ALG S LINE S
AID TR V 151' TO POB, CONT N87*W ALG SAID S LINE & S LINE SAID TR W 78', N2*E 12
7' TO N LINE SIAD TR W, S87*E ALG N LINE SAID TR W & TR V 100.94', S2*W (INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0005 OF 0065
DOF: 06292006 PR: OR 20543 1554 SR: CN 2006 0385345 DOI: 01011900
TOI: TAG DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY HOUSING & URBAN DEV

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: PCL LAND IN NE/4 SEC 31-42S-43E DESC BEG AT N/4 COR SAID SEC 31, S2*
W ALG N-S/4 SEC LINE & ALG ELY R/W LINE CENTRAL & SOUTHERN FLOOD CONTROL DISTRIC
T CANAL NO C-17 611.98', S87*E PARL WITH N LINE SAID SEC 31 1216.32' TO ELY(INC)

COMMENTS: GI ALSO

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0006 OF 0065
DOF: 06292006 PR: OR 20543 1551 SR: CN 2006 0385344 DOI: 03232006
TOI: SWD DESC: MIN: - -

1ST PARTY: RIVIERA BCH HOUSING CORP

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 334
04-5002

AMOUNT: .70 NAME: SAXON GILMORE TYPE:
REFERENCE: TN 43-42-31-01-000-0010

LEGAL: PCL LAND IN NE/4 SEC 31-42S-43E DESC BEG AT N/4 COR SAID SEC 31, S2*
W ALG N-S/4 SEC LINE & ALG ELY R/W LINE CENTRAL & SOUTHERN FLOOD CONTROL DISTRIC
T CANAL NO C-17 611.98', S87*E PARL WITH N LINE SAID SEC 31 1216.32' TO ELY(INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0007 OF 0065
DOF: 06292006 PR: OR 20543 1533 SR: CN 2006 0385343 DOI: 03232006
TOI: RSN DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE: RN 173-68 RN 195-68

LEGAL: PCL LAND IN NE/4 SEC 31-42S-43E DESC BEG AT N/4 COR SAID SEC 31, S2*
W ALG N-S/4 SEC LINE & ALG ELY R/W LINE CENTRAL & SOUTHERN FLOOD CONTROL DISTRIC
T CANAL NO C-17 611.98', S87*E PARL WITH N LINE SAID SEC 31 1216.32' TO ELY(INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0008 OF 0065
DOF: 05302006 PR: OR 20400 275 SR: CN 2006 0317271 DOI: 01011900
TOI: O DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY ANTHONY F DRAYTON MELVIN D FOWLER
GREAT VONUNRUH-CROSS GLORIA OLIVER STEPHANIE R WILLIAMS VOIGHT INV CO

AMOUNT: NAME: TYPE:
REFERENCE: CO 2005-4520
LEGAL: NONE

COMMENTS: LP OR 10506/664

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0009 OF 0065
DOF: 06272005 PR: OR 18814 327 SR: CN 2005 0396923 DOI: 06132005
TOI: QCD DESC: MIN: - -
1ST PARTY: VOIGHT INV CO

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 17TH CT RIVIERA BEACH FL 33404

AMOUNT: .70 NAME: ROSEN, MICHAEL H ATTY TYPE:
REFERENCE:
LEGAL: PCL IN NE/4 SEC 31-42S-43E DESC BEG N/4 COR SEC 31, S2*W ALG N S/4 S
EC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DIST CANAL NO C-17 611.98',
S87*E PARL WITH N LINE SEC 31 1216.32' TO ELY R/W LINE CONGRESS AVE EXT(INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0010 OF 0065
DOF: 06172005 PR: OR 18766 1530 SR: CN 2005 0376352 DOI: 05172005
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR A THRU X(PB 31/81)

COMMENTS: C-\$\$FL STATE FIRE & SECURITY\$L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0011 OF 0065
DOF: 06072005 PR: OR 18705 114 SR: CN 2005 0349401 DOI: 05232005
TOI: QCD DESC: MIN: - -
1ST PARTY: STEPHANIE R WILLIAMS

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 17TH CT RIVIERA BEACH FL 33404

AMOUNT: .70 NAME: SAXON GILMORE TYPE:
REFERENCE:
LEGAL: PCL IN NE/4 SEC 31-42S-43E DESC BEG N/4 COR SAID SEC 31, S 2*W ALG N
S/4 SEC LINE ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DIST CANAL NO C-17 611.9
8', S 87*E PARL WITH N LINE SAID SEC 31 1216.32' TO ELY (INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0012 OF 0065
DOF: 05262005 PR: OR 18643 1968 SR: CN 2005 0323427 DOI: 05102005
TOI: QCD DESC: MIN: - -
1ST PARTY: JOHN P LITTLE 111

2ND PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 17TH CT RIVIERA BEACH FL 334
04

AMOUNT: .70 NAME: SAXON GILMORE TYPE:
REFERENCE:
LEGAL: ALL PB 31/81) A/K/A PCL IN NE/4 SEC 31-42S-43E MORE DESC: BEG AT N
1/4 COR SAID SEC, S2*W ALG N S 1/4 SEC LINE & ALG ELY R/W LINE CENTRAL & SOUTHER
N FL FLOOD CONTROL DISTRICT CANAL NO C17 611.98', S87*E PARL WITH N LINE (INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0013 OF 0065
DOF: 05262005 PR: OR 18643 1860 SR: CN 2005 0323404 DOI: 05042005
TOI: QCD DESC: MIN: - -
1ST PARTY: TIMOTHY FUNK SNGL

2ND PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 17TH CT RIVIERA BEACH FL 334
04

AMOUNT: .70 NAME: SAXON GILMORE TYPE:
REFERENCE:
LEGAL: ALL PB 31/81 A/K/A PCL IN NE/4 SEC 31-42S-43E MORE DESC: BEG AT N 1
/4 COR SAID SEC 31, S2*W AGL N S 1/4 SEC LINE & ALG ELY R/W LINE CENTRAL & SOUTH
ERN FL FLOOD CONTROL DISTRICT CANAL NO C17 611.98', S87*E PARL WITH N LINE (INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0014 OF 0065
DOF: 05162005 PR: OR 18586 664 SR: CN 2005 0297815 DOI: 02171999
TOI: LP DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY ANTHONY F DRAYTON MELVIN D FOWLER
GREAT VONUNRUH-CROSS GLORIA OLIVER STEPHANIE R WILLIAMS VOIGHT INV CO

AMOUNT: NAME: TYPE:
REFERENCE: 2005-4520
LEGAL: TR A-X PB 31/81 TOG WITH ALL R/W OF W 17TH CT

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0015 OF 0065
DOF: 05022005 PR: OR 18499 1749 SR: CN 2005 0257586 DOI: 03312005
TOI: WD DESC: CORR MIN: - -
1ST PARTY: BRUCE COON PATRICIA A COON H/W

2ND PARTY: TIMOTHY FUNK SNGL 9253 SW 5TH ST BOCA RATON FL 33428

AMOUNT: NAME: FARGO TITLE SERVICES TYPE:
REFERENCE: TN 00-42-47-30-15-022-1690
LEGAL: UNIT 169 CLUSTER 22 PB 33/81

COMMENTS: CORR OR 8699/405 TO CORR LEGAL

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0016 OF 0065
DOF: 04162005 PR: OR 18430 789 SR: CN 2005 0224859 DOI: 01011900
TOI: ORD DESC: MIN: - -
1ST PARTY: CITY RIVIERA BEACH FL

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE: 2802
LEGAL: VACATING & ABANDONING R/W K/A 17TH CT PB 31/81 BEG WITH INTERSEC WJT
H N R/W LINE W 17TH ST

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0017 OF 0065
DOF: 03182005 PR: OR 18281 197 SR: CN 2005 0156779 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR A-X(PB 31/81)

COMMENTS: C-\$\$\$WEST PALM BCH HOUSING AUTHORITY\$#1715 DIVISION AVE#W P B FL 3340
7#L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0018 OF 0065
DOF: 12152004 PR: OR 17892 62 SR: CN 2004 0708005 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 334
04

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: 56434231010000010 W SIDE ESTATES

COMMENTS: C-\$\$\$ALL SITE CONST INC\$#101 E BLUE HERON BLVD STE 203#RIVIERA BEACH
FL 33404#L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0019 OF 0065
DOF: 07252003 PR: OR 15584 974 SR: CN 2003 0437852 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH COURT RIVIERA BEACH FL
33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: NE/4 SEC 31-42-43 POR WESTSIDE ESTATES PB 31

COMMENTS: C-\$\$LUTZ BLDR INC\$#607 S MAIN ST STE 107#BELLE GLADE FL 33430#L-\$\$NO
NE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0020 OF 0065
DOF: 03242003 PR: OR 14962 879 SR: CN 2003 0163681 DOI: 01011900
TOI: R DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL: PCL LAND IN NE/4 SEC 31-42-43 DESC BEG AT N/4 SAID SEC 31, S2*W ALG N/S 1/4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DIST CANAL NO C17 DIST 611.96', S87*E PARL WITH N LINE SAID SEC 31 1216.32' TO ELY R/W LINE CONGRE SS AVE EXTENSION, N2*E ALG SAID ELY R/W LINE CONGRESS AVE EXT 612' TO N LINE SA ID SEC 31, N87*W ALG N SEC LINE SAID SEC 31 1218.05' TO POB PCL NO 56-43-42-31-0 1-000-0010

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0021 OF 0065
DOF: 10182002 PR: OR 14285 317 SR: CN 2002 0550336 DOI: 01011900
TOI: NC DESC: MIN: -
1ST PARTY: RIVERA BEACH HOUSING AUTH 2003 W 17 CT RIVIERA BEACH FL 33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR K(PB 31/91)

COMMENTS: C-\$\$BLDG & INTERIORS BY DAVIS CONSTS#7753 STANDREUS RD#LAKEWORTH FL# L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0022 OF 0065
DOF: 12182001 PR: OR 13210 1839 SR: CN 2001 0564756 DOI: 01011900
TOI: R DESC: MIN: -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL: PCL IN NE/4 SEC 31-42-43 DESC: BEG AT N/4 COR SAID SEC 31, S2*W ALG N-S/4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DIST CANAL C17 611.9 8', S87*E PARL WITH N LINE SAID SEC 31 1216.32' TO ELY R/W LINE CONGRESS (INC)

COMMENTS: REPLATTED POST ALL PB 31/81 ONLY

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0023 OF 0065
DOF: 09082000 PR: OR 12003 1755 SR: CN 2000 0343816 DOI: 01011900
TOI: CL DESC: MIN: - -
1ST PARTY: P D I SUPPLY INC I/C/W JACARANDA A C & APPLIANCE

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY

AMOUNT: 4967.80 NAME: TYPE:
REFERENCE:
LEGAL: POR TR V & W PB 31/81 DESC: COM AT SE COR SAID TR V; N87*W ALG S LINE
E SAID TR V 151' TO POB; CONT N87*W ALG SAID S LINE & S LINE OF SAID TR W 78'; N
1*E 127' TO N LINE SAID TR W; S87*E ALG N LINE SAID TR W & TR V 100.94'; (INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0024 OF 0065
DOF: 10141999 PR: OR 11400 346 SR: CN 1999 0412558 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 334
04

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: POR TR V & W PB 31/81 : COM SE COR SAID TR V, N87*W ALG S LINE SAID
TR V 151' TO POB, N87*W ALG SAID S LINE & S LINE SAID TR W 78', N02*E 127' TO N
LINE SAID TR W, S87*E ALG N LINE SAID TR W & TR V 100.94', S02*W 66.11', S65*W 2
5.74', S02*W 49.2' TO POB TOG WITH EASE FOR ING/EGR OVR W 17TH CT PER PB 31/81

COMMENTS: C-\$\$JACARANDA A C & APPLIANCE SVC INC\$#1821 W OAKLAND PK BLVD#OAKLAN
D PK FL 33311#L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0025 OF 0065
DOF: 06251999 PR: OR 11195 654 SR: CN 1999 0261066 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC 2014 W 17TH CT RIVIERA BEACH FL 33
404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL: POR TR V & TR W PB 31/81 COM AT SE COR SAID TR V, N87*W ALG S LINE S
AID TR V 151' TO POB, CONT N87*W ALG SAID S LINE & S LINE SAID TR W 78', N2*E 12
7' TO N LINE SIAD TR W, S87*E ALG N LINE SAID TR W & TR V 100.94', S2*W 66.11',
S65*W 25.74', S2*W 49.2' TO POB TOG WITH EASE FOR ING/EGR OVER W 17TH CT AS LAY
ED OUT & IN USE PER PB 31/81 CON 11556 SQ FT .265 AC M/L

COMMENTS: C-\$\$MINICON CONSTS#3891 CLASSIC CT#WEST PALM BEACH FL 33417#L-\$\$NATI
ONSBANK N A FL\$#FL9-100-03-17 9000 SOUTHSIDE BLVD#JACKSONVILLE FL 32256#

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0026 OF 0065
DOF: 06251999 PR: OR 11195 645 SR: CN 1999 0261065 DOI: 06241999
TOI: M DESC: CONST MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC

2ND PARTY: NATIONSBANK N A PO BOX 40329 JACKSONVILLE FL 32203-0329

AMOUNT: 142800.00 NAME: NATIONSBANK TYPE: CONV
REFERENCE:

LEGAL: POR TR V & TR W PB 31/81 COM AT SE COR SAID TR V, N87*W ALG S LINE S
AID TR V 151' TO POB, CONT N87*W ALG SAID S LINE & S LINE SAID TR W 78', N2*E 12
7' TO N LINE SIAD TR W, S87*E ALG N LINE SAID TR W & TR V 100.94', S2*W 66.11',
S65*W 25.74', S2*W 49.2' TO POB TOG WITH EASE FOR ING/EGR OVER W 17TH CT AS LAY
ED OUT & IN USE PER PB 31/81 CON 11556 SQ FT .265 AC M/L

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0027 OF 0065
DOF: 06181999 PR: OR 11182 76 SR: CN 1999 0250750 DOI: 06171999
TOI: SL DESC: MIN: - -
1ST PARTY: CITY RIVIERA BEACH

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE: OR 7622/1329
LEGAL: TR W WESTSIDE EST

COMMENTS: POST PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0028 OF 0065
DOF: 06101999 PR: OR 11164 353 SR: CN 1999 0237915 DOI: 06071999
TOI: QCD DESC: MIN: - -
1ST PARTY: GAETA CROMWELL INC

2ND PARTY: RIVIERA BCH HOUSING CORP INC 2014 WEST 17TH CT RIVIERA BEACH FL 3
3404

AMOUNT: .70 NAME: CONKO, BERNARD A TYPE:
REFERENCE: TN 56-43-42-31-01-000-0010 THRU 0240
LEGAL: PCL LAND NE/4 SEC 31-42-43 DESC: BEG N/4 COR SAID SEC, S2*W ALG N S/
4 SEC LINE & ALG ELY R/W LINE CNTRL & S FL FLOOD CONTROL DISTRICT CANAL NO C-17
611.98', S87*E PARL WITH N LINE SAID SEC 1216.32' ELY R/W LINE CONGRESS AVE(INC)

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0029 OF 0065
DOF: 06081999 PR: OR 11159 471 SR: CN 1999 0234204 DOI: 01011900
TOI: NC DESC: TERMINATION MIN: - -
1ST PARTY: RIVIERA BCH HOUSING CORP INC

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE: OR 10515/1089
LEGAL: PCL OF LAND IN NE/4 SEC 31-42-43 DESC BEG AT N/4 COR SAID SEC, S2*W
ALG N S/4 SEC LINE & ALG ELY R/W LINE OF CNTRL & S FL FLOOD CONTROL DISTRICT CANA
L C-17 611.98'8 S87*E PARL WITH N LINE SAID SEC 1216.32' TO ELY R/W LINE (INC)

COMMENTS: RL ATTACHED

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0030 OF 0065
DOF: 06081999 PR: OR 11159 468 SR: CN 1999 0234203 DOI: 01011900
TOI: NC DESC: TERMINATION MIN: - -
1ST PARTY: RIVIERA BCH HOUSING CORP INC

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE: OR 10639/823
LEGAL: TR V & W PB 31/81 PCL OF LAND IN NE/4 SEC 31-42-43 DESC BEG AT N/4
COR SAID SEC, S2*W ALG N S/4 SEC LINE P AL G ELY R/W LINE OF CNTL & S FL FLOOD C
ONTROL DISTRICT CANAL C-17 611.98', S87*E PARL WITH N LINE SAID SEC (INC)

COMMENTS: RL ATTACHED

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0031 OF 0065
DOF: 03291999 PR: OR 11013 634 SR: CN 1999 0124745 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 3
3404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR G WESTSIDE EST

COMMENTS: C-\$\$\$POSNOR CONST CO INCS#6671 W INDIAL TOWER RD STE 56308#JUPITER FL
33428-3987#L-\$\$NONE\$@POST PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0032 OF 0065
DOF: 09151998 PR: OR 10639 823 SR: CN 1998 0360871 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 334
04

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: POR TR V & W PB 31/81

COMMENTS: C-\$\$MINICOW CONST INC\$#3891 CLASSIC CT#WEST PALM BEACH FL 33417#L-\$\$
NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0033 OF 0065
DOF: 07131998 PR: OR 10515 1089 SR: CN 1998 0265392 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL
33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: IVEY GREEN VILLAGE PB 31/78

COMMENTS: C-\$\$B K ELECTRIC INC\$#1521 W BLUE HERON BLVD#RIVIERA BEACH FL 33404#
L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0034 OF 0065
DOF: 02051998 PR: OR 10217 675 SR: CN 1998 0042331 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 W 17TH COURT RIVIERA BEACH F
L 33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: LT 10-240 IVEY GREEN VILLAGE

COMMENTS: C-\$\$J PALMER INC\$#3805 INVESTMENT LANE#RIVIERA BEACH FL 33404# L-\$\$N
ONE\$@POST PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0035 OF 0065
DOF: 01071998 PR: OR 10172 282 SR: CN 1998 0005751 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING AUTHORITY 2014 WEST 17TH COURT RIVIERA BEAC
H FL 33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: PB 31/81

COMMENTS: C-\$\$JACK WHITMORE & SONS INC\$#PO BOX 17976#WEST PALM BEACH FL 33416#
L-\$\$NONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0036 OF 0065
DOF: 12111997 PR: OR 10128 1909 SR: CN 1997 0442729 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 334
04

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: WESTSIDE EST PB 31/81

COMMENTS: C-\$\$MINICON CONST INC\$#3891 CLASSIC CT#WEST PALM BEACH FL 33417#L-\$\$
NONES

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0037 OF 0065
DOF: 07141997 PR: OR 9887 1981 SR: CN 1997 0247916 DOI: 06181997
TO1: LS DESC: TERMINATION MIN: - -
1ST PARTY: RIVIERA BCH HOUSING CORP INC

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY OF CITY OF RIVIERA BCH FL

AMOUNT: NAME: TYPE:
REFERENCE: OR 2377/1075
LEGAL: PCL IN NE/4 SEC 31-42-43 DESC BEG N/4 COR SAID SEC 31, S2*W AG N S 1
/4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DISTRICT CANAL C-17 611
.98', S87*E PARL WITH N LINE SAID SEC 1216.32' TO ELY R/W LINE CONGRESS AVE EXT,
N2*E ALG SAID ELY R/W LINE AVE 612' TO N LINE SAID SEC, N87*W ALG N SEC LINE S
AID SEC 1218.05' TO POB CON 744.865 SQ FT OR 17.10 AC PCL

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0038 OF 0065
DOF: 07141997 PR: OR 9887 1979 SR: CN 1997 0247915 DOI: 01011900
TO1: UCO DESC: MIN: - -
1ST PARTY: NATIONSBANK OF TN SUCC OF COMMERCE UNION BK

2ND PARTY: RIVIERA BCH HOUSING CORP INC

AMOUNT: NAME: TYPE: TERM
REFERENCE: OR 2377/1154,1213
LEGAL: PCL IN NE/4 SEC 31-42-43 DESC BEG N/4 COR SAID SEC 31, S2*W AG N S 1
/4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DISTRICT CANAL C-17 611
.98', S87*E PARL WITH N LINE SAID SEC 1216.32' TO ELY R/W LINE CONGRESS AVE EXT,
N2*E ALG SAID ELY R/W LINE AVE 612' TO N LINE SAID SEC, N87*W ALG N SEC LINE S
AID SEC 1218.05' TO POB CON 744.865 SQ FT OR 17.10 AC PCL

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0039 OF 0065
DOF: 07141997 PR: OR 9887 1976 SR: CN 1997 0247914 DOI: 01011900
TOI: AFF DESC: MIN: - -
1ST PARTY: JANE S CHESTER

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE: OR 2377/1099
LEGAL: PCL IN NE/4 SEC 31-42-43 DESC BEG N/4 COR SAID SEC 31, S2*W AG N S 1
/4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DISTRICT CANAL C-17 611
.98', S87*E PARL WITH N LINE SAID SEC 1216.32' TO ELY R/W LINE CONGRESS AVE EXT,
N2*E ALG SAID ELY R/W LINE AVE 612' TO N LINE SAID SEC, N87*W ALG N SEC LINE S
AID SEC 1218.05' TO POB CON 744.865 SQ FT OR 17.10 AC PCL

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0040 OF 0065
DOF: 07141997 PR: OR 9887 1973 SR: CN 1997 0247913 DOI: 06251997
TOI: SM DESC: MIN: - -
1ST PARTY: BK OF NY SUCC TR TO NATIONSBANK OF TN N A SUCC TR OF NATIONSBANK
OF TN SUCC TR OF SOVRAN BK TN SUCC TR OF SOVRAN BK CNTL S SUCC TR OF COMMERC
E UNION BK
2ND PARTY: RIVIERA BCH HOUSING CORP INC TR

AMOUNT: NAME: TYPE:
REFERENCE: OR 2377/1099
LEGAL: PCL IN NE/4 SEC 31-42-43 DESC BEG N/4 COR SAID SEC 31, S2*W AG N S 1
/4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DISTRICT CANAL C-17 611
.98', S87*E PARL WITH N LINE SAID SEC 1216.32' TO ELY R/W LINE CONGRESS AVE EXT,
N2*E ALG SAID ELY R/W LINE AVE 612' TO N LINE SAID SEC, N87*W ALG N SEC LINE S
AID SEC 1218.05' TO POB CON 744.865 SQ FT OR 17.10 AC PCL

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0041 OF 0065
DOF: 07141997 PR: OR 9887 1969 SR: CN 1997 0247912 DOI: 06261997
TOI: SM DESC: MIN: - -
1ST PARTY: NATIONSBANK N A F/K/A NATIONSBANK OF TN N A SUCC IN INT OF NATIO
NSBANK OF TN SUCC IN INT OF SOVRAN BK TN SUCC IN INT OF SOVRAN BK CNTL S SUCC
IN INT OF COMMERCE UNION BK
2ND PARTY: RIVIERA BCH HOUSING CORP INC

AMOUNT: NAME: TYPE:
REFERENCE: OR 2413/554

LEGAL: PCL IN NE/4 SEC 31-42-43 DESC BEG N/4 COR SAID SEC 31, S2*W ALG N S/
4 SEC LINE & ALG ELY R/W LINE CNTL & S FL FLOOD CONTROL DISTRICT CANAL C-17 611.
98', S87*E PARL WITH N LINE SAID SEC 1216.32' TO ELY R/W LINE CONGRESS AVE EXT,
N2*E ALG SAID ELY R/W LINE CONGRESS AVE EXT 612' TO N LINE SAID SEC,M N87*W ALG
N SEC LINE SAID SEC 1218.05' TO POB CON 744.865 SQ FT OR 17.10 AC PCL

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0042 OF 0065
DOF: 05021997 PR: OR 9773 1800 SR: CN 1997 0154963 DOI: 01011900
TOI: NC DESC: MIN: -
1ST PARTY: RIVIERA BCH H U D 2014 W 17TH RIVIERA BEACH FL 33404

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR W PB 31/81

COMMENTS: C-\$\$A R Z BLDR INC\$#1515 N FEDERAL HWY 300#BOCA RATON FL 33432#L-\$\$N
ONE\$

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0043 OF 0065
DOF: 04301997 PR: OR 9768 1618 SR: CN 1997 0151014 DOI: 03271997
TOI: R DESC: MIN: -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: POR TR V & W PB 31/81 DESC COM NE COR SAID TR V, N87*W ALG N LINE SA
ID TR V 63.85', S2*W 26.74' TO POB, CONT S2*W 63.68', N87*W 42.37', N2*E 84.03',
S87*E 41.68' TO POB CON 3524 SQ FT .08 AC M/L

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0044 OF 0065
DOF: 02041997 PR: OR 9642 297 SR: CN 1997 0041866 DOI: 01011900
TOI: NC DESC: MIN: - -
1ST PARTY: RIVIERA BCH HOUSING AUTHORITY 2014 W 17TH CT RIVIERA BEACH FL 334
04

2ND PARTY:

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR G WESTSIDE EST

COMMENTS: C-\$\$MINILON CONST INC\$#3891 CLASSIC COURT#WEST PALM BEACH FL 33417#D
-\$OWEN@A@DIXON\$#2014 W 17TH CT#RIVIERA BEACH FL 33404# @POST PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0045 OF 0065
DOF: 07051996 PR: OR 9340 277 SR: CN 1996 0233430 DOI: 05081996
TOI: AM DESC: MIN: - -
1ST PARTY: PRUDENTIAL HOME MTG CO INC

2ND PARTY: NORWEST MTG INC

AMOUNT: NAME: TYPE:
REFERENCE: OR 8699/407
LEGAL: LIVING UNIT 169 CLUSTER 22 DESC NELY 37.15' CLUSTER GREENHOUSE BOCA
PB 31/81

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0046 OF 0065
DOF: 08301995 PR: OR 8897 1521 SR: CN 1995 0277828 DOI: 04041995
TOI: AM DESC: MIN: - -
1ST PARTY: WESTMARK MTG CORP

2ND PARTY: PRUDENTIAL HOME MTG CO INC

AMOUNT: NAME: TYPE:
REFERENCE: NO OR SHOWN
LEGAL: UNIT 169 CLUSTER 22 DESC NELY 37.15' CLUSTER 22 GREENHOUSE BOCA PB 3
1/81

COMMENTS: POST PB 33/81 & ALL SAID PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0047 OF 0065
DOF: 04131995 PR: OR 8699 413 SR: CN 1995 0113245 DOI: 03311995
TOI: AM DESC: MIN: - -
1ST PARTY: ADVANTAGE FINL INC

2ND PARTY: WESTMARK MTG CORP

AMOUNT: NAME: TYPE:
REFERENCE: OR 8699/407
LEGAL: LIVING UNIT 169 CLUSTER 22 DESC NELY 37.15' CLUSTER GREENHOUSE BOCA
PB 31/81

COMMENTS: POST PB 33/81 & ALL SAID PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0048 OF 0065
DOF: 04131995 PR: OR 8699 407 SR: CN 1995 0113244 DOI: 03311995
TOI: M DESC: MIN: - -
1ST PARTY: TIMOTHY FUNK SHERI FUNK H/W

2ND PARTY: ADVANTAGE FINL INC 5092 COCONUT CREEK PKWY MARGATE FL 33063

AMOUNT: 56595.00 NAME: WESTMARK MTG TYPE: FHA
REFERENCE:
LEGAL: LIVING UNIT 169 CLUSTER 22 DESC NELY 37.15' CLUSTER GREENHOUSE BOCA
PB 31/81

COMMENTS: POST PB 33/81 & ALL SAID PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0049 OF 0065
DOF: 04131995 PR: OR 8699 405 SR: CN 1995 0113243 DOI: 03311995
TOI: WD DESC: MIN: - -
1ST PARTY: BRUCE COON PATRICIA A COON H/W

2ND PARTY: TIMOTHY FUNK MARR 9253 S W 5TH ST BOCA RATON FL 33428

AMOUNT: 392.00 NAME: FARGO TITLE SVC TYPE:
REFERENCE: TN 00-42-47-30-15-022-1690
LEGAL: LIVING UNIT 169 CLUSTER 22 DESC NELY 37.15' CLUSTER GREENHOUSE BOCA
PB 31/81

COMMENTS: CA ATTACHED @POST PB 33/81 & ALL SAID PB 31/81 @CORR OR 18499/1749 T
O CORR LEGAL

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0050 OF 0065
DOF: 03121993 PR: OR 7622 I329 SR: CN 1993 0075214 DOI: 09241992
TOI: LN DESC: MIN: - -
1ST PARTY: CITY RIVIERA BCH

2ND PARTY: RIVIERA BCH HOUSING AUTHORITY

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL: TR W W SIDE EST

COMMENTS: POST PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0051 OF 0065
DOF: 01121990 PR: OR 6322 391 SR: CN 1990 0012359 DOI: 03191980
TOI: LN DESC: MIN: - -
1ST PARTY: CITY RIVIERA BCH

2ND PARTY: P B C GOVT CNTR MARY TAYLOR DERRYL E BUCHECK CARRIE DELOACH
TIMOTHY J LYNCH TR AMIR N MAKAR GLADYS J REED W L HOPKINS GLORIA Y HOPKINS D
J VERVERILLI ANASTASIA VERVERILLI VIOLET F HITTI LABIB W HITTI (INC)

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL: LTS 43 44 BLK 17 PB 6/46 LT 7 & 8 BLK 31 PB 6/46 ! LT 7 & 8 BLK 2 PB
11/19 ! LT 294 298 352 PB 39/113 ! LT 34-37 BLK 12 PB 11/68 ! W2' LT 3 4 5 & E
18' LT 6 PB 11/68 ! LTS 10 & 20 PB 30/163 ! W 75' LT 12 BLK 2 PB 23/57 ! TR Q P
B 31/81 ! LT 37 PB 6/46 LT 106 PB 6/46 ! LT 37 PB 6/46 ! LTS 33 & 34 BLK 20 AD
D 1 PB 3/34 ! LTS 106 49 25-31 32-36 PB 6/46 ! LTS 59 PB 6/46 ! LT 34 PB 24/15

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0052 OF 0065
DOF: 10221987 PR: OR 5458 1122 SR: CN 1987 0311163 DOI: 10151987
TOI: E DESC: MIN: - -
1ST PARTY: CONGRESS AVENUE MASTER PROPERTY OWNERS ASSOCIATION

2ND PARTY: FLORIDA POWER & LIGHT COMPANY

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL: WLY15' ELY 121' FOL DESC PCL LAND A PCL LAND IN NE/4 SEC 31-42-43 DE
SC FOL BEG AT NW COR NE/4 SAID SEC 31 S 02* W ALG N-S/4 SEC LINE & ALG ELY R/W L
INE CNTL & S FL FLOOD CONTROL DIST CANAL C-17 611.98' S 87* E PARL WITH N LINE S
EC 31 1216.32' TO ELY R/W LINE CONGRESS AVE EXT N 02* E ALG SAID ELY R/W LINE C
ONGRESS AVE EXT 612' TO N LINE SAID SEC 31 N 87* W ALG N SEC LINE SAID SEC 31 12
18.05' TO POB

COMMENTS: POST TO LT L, C, B, Q, P, O WESTSIDE ESTATES PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0053 OF 0065

DOF: 09211987 PR: OR 5425 485 SR: CN 1987 0280232 DOI: 09091987
TOI: E DESC: MIN: -
1ST PARTY: RIVIERA BEACH HOUSING AUTHORITY

2ND PARTY: CONGRESS AVENUE MASTER PROPERTY OWNERS ASSOCIATION INC

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL: WLY 15' ELY 121' FOL DESC PCL LAND A PCL LAND IN NE/4 SEC 31-42-43 D
ESC FOL BEG AT NW COR NE/4 SAID SEC 31 S 02* W ALG N-S/4 SEC LINE & ALG ELY R/W
LINE CNTL & S FL FLOOD CONTROL DIST CANAL C-17 611.98', S 87* E PARL WITH N LINE
SEC 31 1216.32' TO ELY R/W LINE CONGRESS AVE EXT N 02* E ALG SAID ELY R/W LINE
CONGRESS AVE EXT 612' TO N LINE SAID SEC 31 N 87* W ALG N SEC LINE SAID SEC 31
1218.05' TO POB

COMMENTS: POST TO ALL PB 31/81

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0054 OF 0065
DOF: 05181978 PR: OR 2862 173 SR: CN 1978 0076692 DOI: 05171978
TOI: JDG DESC: MIN: -
1ST PARTY: ARTHUR J POISSON ETC

2ND PARTY: CITY OF RIVIERA BCH FLORIDA ETC

AMOUNT: NAME: TYPE:
REFERENCE: 76-1252-CAL

LEGAL: NO LEGAL SHOWN-POST TO ALL OF PB 31/81 , PB 30/37 , PB 31/228 , PB 3
2/149 CODES 1,2,3,4 SEC 30 & 31-42-43

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0055 OF 0065
DOF: 02221977 PR: OR 2642 1945 SR: CN 1977 0020094 DOI: 01011900
TOI: O DESC: ORDER MIN: -
1ST PARTY: RIVIERA BEACH CITY OF

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:
LEGAL:

COMMENTS: ORDINANCE

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0056 OF 0065
DOF: 01171977 PR: OR 2629 617 SR: CN 1977 0005333 DOI: 01011900
TOI: LP DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC

2ND PARTY: PENINSULAR SUPPLY CO

AMOUNT: NAME: TYPE:
REFERENCE: CO 1976-4420
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0057 OF 0065
DOF: 11011976 PR: OR 2600 1175 SR: CN 1976 0118291 DOI: 01011900
TOI: CL DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC

2ND PARTY: PENINSULAR SUPPLY CO

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0058 OF 0065
DOF: 10211976 PR: OR 2597 134 SR: CN 1976 0114591 DOI: 01011900
TOI: CL DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC

2ND PARTY: SUBURBAN PLUMBING INC

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL:

COMMENTS: AMD LIEN

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0059 OF 0065
DOF: 10121976 PR: OR 2593 655 SR: CN 1976 0110507 DOI: 01011900
TOI: CL DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC

2ND PARTY: SUBURBAN PLUMBING INC

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0060 OF 0065
DOF: 09281976 PR: OR 2587 1604 SR: CN 1976 0104468 DOI: 01011900

TOI: SM DESC:
1ST PARTY: COMMERCE UNION BANK

MIN: - -

2ND PARTY: RIVIERA BEACH HOUSING CORP INC

AMOUNT: NAME: TYPE:
REFERENCE: ORB 2413-554
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0061 OF 0065
DOF: 06251976 PR: OR 2553 1971 SR: CN 1976 0067286 DOI: 01011900
TOI: E DESC: MIN: - -
1ST PARTY: WIGGS & MAALE CONSTRUCTION CO INC ETC MO AM CO CORP ETC VOIGHT
INVESTMENT CO ETC

2ND PARTY: FIRST NATIONAL BANK & TRUST CO RIV BCH

AMOUNT: NAME: TYPE:
REFERENCE: ORB 2292-410
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0062 OF 0065
DOF: 01221976 PR: OR 2500 115 SR: CN 1976 0007352 DOI: 01011900
TOI: E DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP INC

2ND PARTY: FLORIDA POWER & LIGHT CO

AMOUNT: NAME: TYPE:
REFERENCE:

LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0063 OF 0065
DOF: 12191975 PR: OR 2489 1650 SR: CN 1975 0124079 DOI: 01011900
TO1: WD DESC: MIN: - -
1ST PARTY: WIGGS & MAALE CONSTRUCTION CO INC

2ND PARTY: VOIGHT INVESTMENT CO TR

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0064 OF 0065
DOF: 08181975 PR: OR 2447 1943 SR: CN 1975 0077140 DOI: 01011900
TO1: E DESC: MIN: - -
1ST PARTY: RIVIERA BEACH HOUSING CORP

2ND PARTY: SOUTHERN BELL TEL & TEL CO

AMOUNT: NAME: TYPE:
REFERENCE:
LEGAL:

COMMENTS:

WPRL ***** ATTORNEYS' TITLE FUND SERVICES, LLC. ***** PAGE 0065 OF 0065
DOF: 04161975 PR: PB 31 81 SR: DOI: 01011900
TOI: MIS DESC: MIN: - -
1ST PARTY:

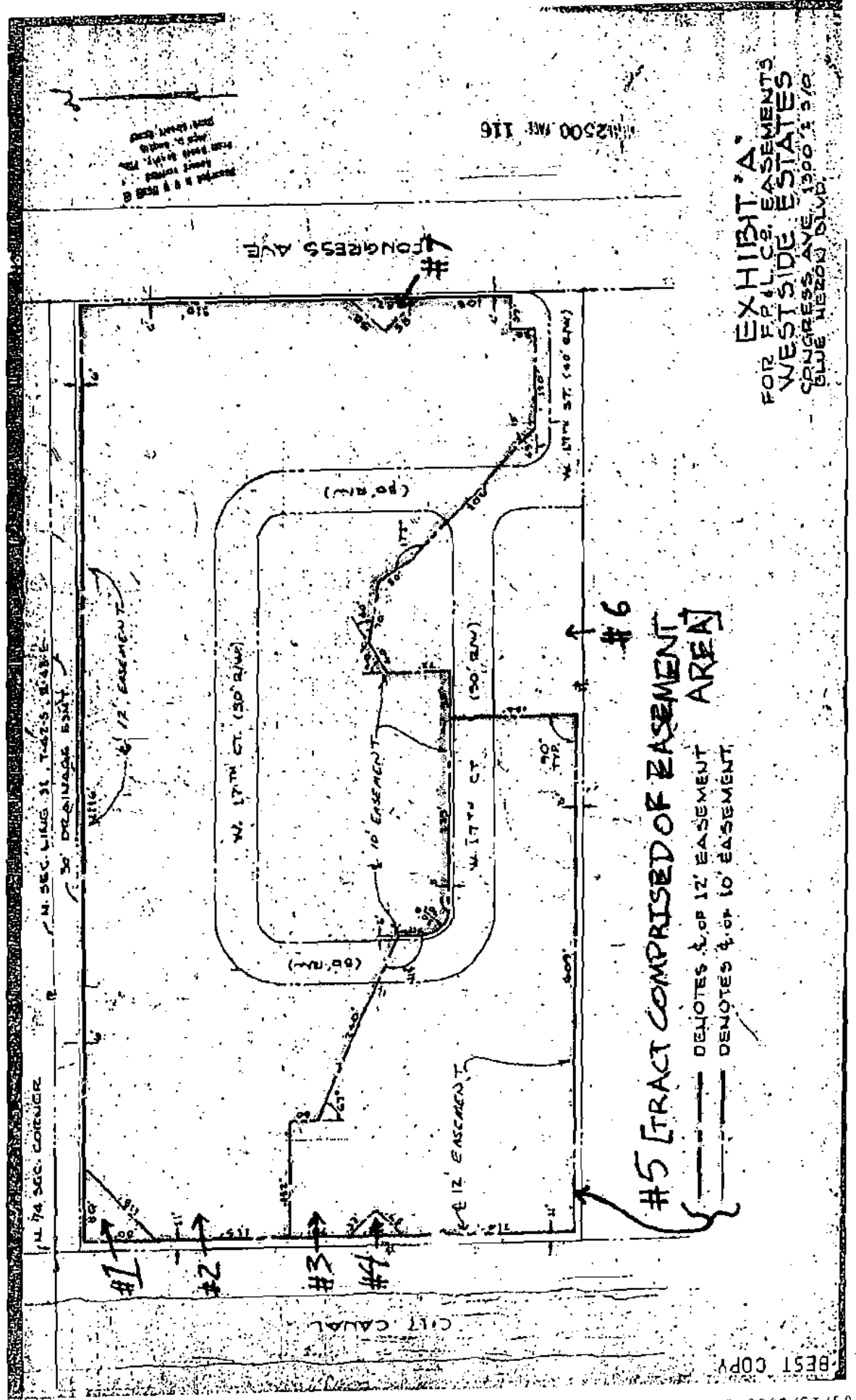
2ND PARTY:

AMOUNT:	NAME:	TYPE:
REFERENCE:		
LEGAL:		

COMMENTS:

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*
***** SEARCH COMPLETE *****
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EXHIBIT D: SEVEN TRACTS DUE TO FPL EASEMENT.



#5 [TRACT COMPRISED OF EASEMENT AREA]
 --- DENOTES 12' EASEMENT AREA
 ——— DENOTES 10' EASEMENT

EXHIBIT 'A'
 FOR FPL CO. EASEMENTS
 WESTSIDE ESTATES
 CONGRESS AVE 1990 3/3/8
 BLUE HERON BLVD.


AFFIDAVIT

STATE OF FLORIDA } SS
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Frank W. Jones, Jr. (the "Affiant") who, first being duly sworn on oath, deposes and says:

1. That the Affiant is a duly registered Professional Surveyor under the Laws of the State of Florida, License No. 2772.
2. That the Affiant reviewed the Development "Mayfair Village Apartments" (Tax Assessor Real Estate Number 145927-0000); including the utility easement granted per City of Jacksonville Ordinance 95-1032-593.
3. That the referenced utility easement exists so that the public utility facilities located on the property may be properly maintained for the benefit of the residents of the property.
4. That utility easements are common on residential properties throughout Duval County.
5. That all multi-family developments served by public utilities and containing public utility facilities have a utility easement.
6. That some easements, for example those easements providing for ingress and egress reserved for "public" access, may qualify to divide a property.
7. That per City of Jacksonville Ordinance 95-1032-593 the easement encompasses the same area previously designated as the public street Mayfair Village Road (now a private drive for the sole use of the property); and that the referenced pavement of Mayfair Village Road physically ends inside the eastern boundary of the Mayfair Village Apartments site; the property on both sides of the easement remain physically connected by the drive and a piece of land bounded by the end of the referenced pavement and the eastern boundary of the site.
8. That based on the Affiant's review of the property, knowledge of the easement contained on the property, and knowledge of the common use of utility easements throughout the community, the easement contained on the referenced property does not divide, sub-divide or separate the property.
9. That the Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

FURTHER AFFIANT SAYETH NAUGHT.

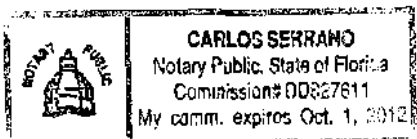
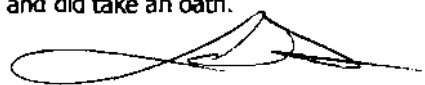
By: 
Frank W. Jones, Jr.
Florida Registered Land Surveyor No. 2772

STATE OF FLORIDA } SS
COUNTY OF DUVAL

The foregoing instrument was sworn and subscribed before me this 21st day of December, 2009 by Frank W. Jones, Jr., who is personally known/provided proper identification to me and did take an oath.

By: _____

NAME: Carlos Serrano
Notary Public for the State of Florida



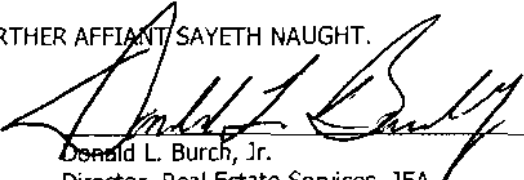
AFFIDAVIT

STATE OF FLORIDA } SS
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Donald L. Burch, Jr. (the "affiant") who, first being duly sworn on oath, deposes and says:

1. That the Affiant is the Director, Real Estate Services of JEA (formerly Jacksonville Electric Authority).
2. That the Affiant reviewed real property records of "Mayfair Village Apartments" (Tax Assessor Real Estate Number 145927-0000); including the utility easement reserved by the City of Jacksonville in Ordinance 95-1032-593 over the former public road right-of-way of Mayfair Village Road that was closed by said Ordinance.
3. That the referenced utility easement exists so that public utility facilities, including JEA-owned electric, water and sewer utilities, may be located in the former road right-of-way, and may be constructed, operated, maintained, repaired and improved for the benefit of utility customers, including the Mayfair Village Apartments.
4. That utility easements are common on residential properties throughout the JEA service area.
5. That many multi-family properties served by public utilities and containing public utility facilities have utility easements, which are often located in, or adjacent and parallel to, roadways.
6. That based on the Affiant's review of the property, knowledge of the easement contained on the property, and knowledge of the common use of utility easements throughout the community, the easement contained on the referenced property does not divide, sub-divide or separate the property.
7. That, the fee simple titleholder of the real property subject to the easement retains rights to use the property in ways that do not obstruct the easement holder's rights.
8. That the Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

FURTHER AFFIANT SAYETH NAUGHT.

By: 
Donald L. Burch, Jr.
Director, Real Estate Services, JEA

STATE OF FLORIDA } SS
COUNTY OF DUVAL

The foregoing instrument was sworn and subscribed before me this 22 day of December, 2009 by Donald L. Burch, Jr., who is personally know/provided proper identification to me and did take an oath.

By: 
Notary Public for the State of Florida

DAVID STEINAU
Notary Public, State of Florida
My comm. exp. May 29, 2010
Comm. No. DD 557173

1787 MAYFAIR VILLAGE RD

Property Detail

RE #	145927-0000
Tax District	USD1
Property Use	0300 MULTI-FAMILY UNITS 10 OR MDRE
# of Buildings	12
Legal Desc.	21-56 29-25-27E 6 608 MAYFAIR VILLAGE
Subdivision	02671 MAYFAIR VILLAGE

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). Property values, exemptions and other information listed as 'In Progress' are subject to change. These numbers are part of the 2010 working tax roll and will not be certified until October. [Learn how the Property Appraiser's Office values property.](#)

Value Summary

	2009 Certified	2010 In Progress
Value Method	Income	Income
Building Value	\$0.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$940,503.00	\$940,503.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$2,937,500.00	\$2,937,500.00
Assessed Value (A10)	\$2,937,500.00	\$2,937,500.00
Exemptions	\$2,123,813.00	See below
Taxable Value	\$813,687.00	See below

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value

Assessed Value	\$2,937,500.00
Charitable (512)	\$2,123,813.00
Taxable Value	\$813,687.00

SJRWMD/FIND Taxable Value

Assessed Value	\$2,937,500.00
Charitable (512)	\$2,123,813.00
Taxable Value	\$813,687.00

School Taxable Value

Assessed Value	\$2,937,500.00
Charitable (512)	\$2,123,813.00
Taxable Value	\$813,687.00

Land & Legal

Land

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Value
1	0101	RES MD 8-19 UNITS PER AC	RMD-D	0.00	0.00	Common	313,501.00	\$940,503.00

Legal

LN	Legal Description
1	21-56 29-25-27E 6.608
2	MAYFAIR VILLAGE
3	TRACTS A,B, PT BLK 1 RECD O/R BK
4	14338-2353,CLOSED RD

Buildings

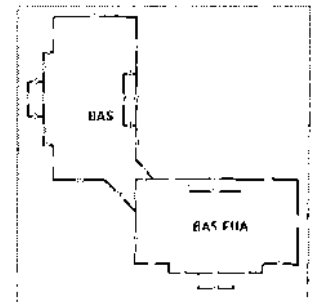
Building 1

Building 1 Site Address
 1787 MAYFAIR VILLAGE RD
 Jacksonville FL 32207

Building Type	D301 - APTS 1-3 STORY
Year Built	1956

Type	Gross Area	Heated Area
Base Area	1349	1349
Finished upper story 1	1349	1349
Canopy	64	0
Canopy	64	0
Base Area	1417	1417
Canopy	55	0
Canopy	64	0
Canopy	55	0
Canopy	55	0
Total	4472	4115

Element	Code	Detail
Exterior Wall	17	17 C.B. Stucco
Exterior Wall	26	26 Alum/Vinyl Siding
Roofing Structure	4	4 Wood Truss
Roofing Cover	3	3 Asph/Comp Shingle
Interior Wall	3	3 Plastered
Int Flooring	14	14 Carpet
Int Flooring	8	8 Sheet Vinyl
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Conditioning	3	3 Central
Comm Htg & AC	0	0 None
Comm Frame	3	3 C-Masonry



Element	Code
Bedrooms	2.000
Baths	1.000
Stories	2.000
Rooms / Units	6.000
Avg Story Height	8.000

Property Record Card (PRC)

The Property Appraiser Office provides available historical record cards (PRC). The Property Appraiser's Office no longer uses PRCs; therefore, there will be no PRCs available from 2006 forward. You must set your browser's Page Set Up for printing to Landscape to print these cards.
 2005 | 2004 | 2003 | 2002 | 2001 | 2000 | 1999 | 1998 | 1997 | 1996 | 1995

More Information

Parcel Tax Record | GIS Map | Map this property on Google Maps