



1 JPM WESTBROOK I LIMITED PARTNERSHIP,  
Petitioners, FHFC Case No. 2013-044BP  
2 vs.  
3 FLORIDA HOUSING FINANCE CORPORATION,  
Respondent,  
4 and  
KATIE MANOR, LTD.,  
Intervenor.

5 \_\_\_\_\_/  
6 SUMMERSET APARTMENTS LIMITED PARTNERSHIP,  
7 Petitioners FHFC Case No. 2013-047BP  
vs.  
8 FLORIDA HOUSING FINANCE CORPORATION,  
Respondent,  
9 and  
10 FOREST RIDGE AT BEVERLY HILLS, LTD. and  
ARBOURS AT CENTRAL PARKWAY, LLC,  
11 Intervenor,  
12 \_\_\_\_\_/

13  
14 DEPOSITION OF: AMY GARMON  
15 DATE: FEBRUARY 26, 2014  
16 TIME: COMMENCED: 11:12 A.M.  
17 LOCATION: FLORIDA HOUSING FINANCE CORP  
227 NORTH BRONOUGH STREET  
18 TALLAHASSEE, FL  
19 REPORTED BY: DEBRA R. KRICK  
20 Court Reporter and  
21 Notary Public in and for  
State of Florida at Large

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23 PREMIER REPORTING  
114 W. 5TH AVENUE  
24 TALLAHASSEE, FLORIDA  
(850) 894-0828  
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APPEARANCES:

REPRESENTING FLORIDA HOUSING FINANCE CORP:

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Florida Housing Finance Corp.  
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REPRESENTING SUMMERSET APARTMENTS:

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APPEARANCES CONTINUED:

REPRESENTING KATIE MANOR:

CRAIG VARN, ESQ.  
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REPRESENTING ARBOURS AT TUMBLIN  
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NO.	DESCRIPTION	MARKED
3	Attachment 8, Summerset application	8

\*Uh-uh is a negative response  
\*Uh-huh is a positive response

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D E P O S I T I O N

Whereupon,

AMY GARMON

was called as a witness, having been first duly sworn to speak the truth, the whole truth, and nothing but the truth, was examined and testified as follows:

EXAMINATION

BY MS. WALKER:

Q Ms. Garmon, I guess I have been chosen to start. We all have just a couple of questions.

I am Karen Walker, and Larry Sellers is my haw partner, and we represent Rosedale Holdings, H&H Development and Brookstone in this matter. We understand from the questions that were asked of Mr. Reecy that you are the staff person that was designated to look at site control issues with respect to this RFA, the medium and small county RFAs; is that right?

A Yes.

Q And do you have a copy of the RFA in front of you?

A No.

Q No. Okay. Well, let me just --

MR. MEFFERT: Here is one.

MR. WALKER: Okay.

1 BY MR. WALKER:

2 Q If you can look at --

3 MR. MEFFERT: It's at -- Tab 1 is the RFA.

4 BY MR. WALKER:

5 Q If you could look at page 24.

6 A Okay.

7 Q And would you agree with me that paragraph  
8 seven, starting on page 24, defines what the applicant  
9 has to show in terms of site control?

10 A Yes.

11 Q And that would include a requirement that the  
12 contract has a term that doesn't expire before a date  
13 that's six months after the application deadline, right?

14 A Yes.

15 Q Okay. And the application --  
16 (Discussion off the record.)

17 BY MS. WALKER:

18 Q All right. I think we are back on the record.  
19 So, Ms. Garmon, we were talking about the  
20 language on page 24 of the RFA that says that an  
21 eligible contract has to be one with a term that doesn't  
22 expire, a date that is six months after the application  
23 deadline, right?

24 A Yes.

25 Q Is that something you looked at when you were

1 reviewing applications to determine whether the  
2 application met the site control requirements of the  
3 RFA?

4 A Yes.

5 Q And did you look at that issue with respect to  
6 the Summerset application?

7 A Yes.

8 MS. WALKER: Did we mark -- oh, no we are not  
9 going to mark the RFA. Let's mark this as -- can  
10 we do one set of deposition exhibits? Is that  
11 okay?

12 MR. MENTON: That's fine.

13 MR. WALKER: Okay. So if you can hand one of  
14 those to the court reporter.

15 (Whereupon, Exhibit No. 3 was marked for  
16 identification.)

17 BY MR. WALKER:

18 Q Ms. Garmon, have you had a chance to review  
19 what's been marked as Deposition Exhibit 3?

20 A Yes.

21 Q Are you familiar with this document?

22 A Yes.

23 Q Would you agree that this is the documentation  
24 that Summerset provided in its application in response  
25 to the site control requirements?



1           A     Yes.

2           Q     And this is Attachment 8 to the Summerset  
3 application, right?

4           A     Yes.

5           Q     And it includes an Assignment and Assumption  
6 Agreement and a real estate purchase agreement. Were  
7 there any other documents you recall reviewing relating  
8 to site control?

9           A     No, I don't recall if there were any others.  
10 I think this is it.

11          Q     Okay. And when you conducted your review of  
12 the site control issues, did you look the language on  
13 page four, paragraph (g) on page four, Closing, that  
14 shows a date that closing must occur no later than  
15 April 1, 2013?

16          A     Yes.

17          Q     And so you recognized that date?

18          A     Yes.

19          Q     And you would agree with me that that date is  
20 less than six months after the deadline for submission  
21 of applications, right?

22          A     It is.

23          Q     Okay. So that date would not meet the site  
24 control requirements, right?

25          A     Right.

1 Q Okay. And did you look at the extensions also  
2 in the agreement?

3 A Yes.

4 Q And even with the extensions extending those  
5 from April 1st, 2013, those still would not meet the  
6 site control requirements of the RFA, right?

7 A Right.

8 Q So how, then, did you find that Summer -- did  
9 you find that Summerset met the site control  
10 requirements?

11 A Yes.

12 Q Okay. And how did you find that based on the  
13 closing date being April 1, 2013?

14 A The contract provided is -- the effective date  
15 was August 28th, 2013.

16 Q Okay.

17 A And because the contract wasn't in effect  
18 until August 28th, 2013, I determined that the April 1st  
19 date had to be a typo.

20 Q Did you make that determination alone, or was  
21 anyone else involved in making that determination?

22 A I did consult with legal.

23 Q Did you consult with anyone else?

24 A No. Legal counsel.

25 Q And did you base your determination that the

1 date was a typo on anything other than the contract  
2 effective date?

3 A I am sorry, repeat it, please.

4 Q Did you base your determination that the  
5 April 1st, 2013 date was a typo, did you base that on  
6 any information other than the contract effective date?

7 A No.

8 Q And I am assuming you had no communication  
9 with the buyer or seller to ask whether it was a typo,  
10 right?

11 A No.

12 Q Okay. And you would agree with me, would you  
13 not, that Florida Housing isn't a party to the contract;  
14 right?

15 A Right.

16 Q So did you then basically just rewrite that  
17 provision of the contract so that it would say April 1,  
18 2014, in your mind?

19 MR. MENTON: Object to the form.

20 THE WITNESS: Do I still answer?

21 MR. MEFFERT: You can answer.

22 THE WITNESS: Oh. Yes, in my mind, I  
23 determined that because the contract wasn't even in  
24 effect until August, that the closing date being --  
25 you know, being before the contract was even

1           effective didn't really make sense.

2           BY MR. WALKER:

3           **Q       So in conducting your site review analysis,**  
4 **you read that date as April 1, 2014, even though it said**  
5 **April 1, 2013?**

6           A       Yes.

7           MR. MENTON: Object to the form.

8           BY MR. WALKER:

9           **Q       And did you consider that some type of**  
10 **irregularity, or did you make a determination that**  
11 **something needed to be waived, or did you just make a**  
12 **determination it was a typo?**

13          A       I made a determination that it was a typo.

14          **Q       So you did not make a determination it was a**  
15 **minor irregularity that needed to be waived?**

16          A       No.

17          **Q       Do you know if anyone else made a**  
18 **determination that that day was a minor irregularity**  
19 **that needed to be waived?**

20          A       I don't know.

21          **Q       Was anyone else involved in a determination of**  
22 **whether the application met site control other than you?**

23          A       I made my determination and then discussed the  
24 closing date issue with legal counsel.

25          **Q       And that's it?**

1           A     That's it.

2           Q     Okay.  And I know that the real estate  
3 purchase agreement is an attachment to the application,  
4 right?

5           A     Yes.

6           Q     But it's not actually part of the application  
7 form, is it?

8           A     Correct.

9           Q     So that was typo in an agreement, right?

10          A     Yes.

11          Q     Not a typo in the application itself?

12          A     Right.

13          Q     Have you looked at any documentation since you  
14 made the determination that Summerset met site control  
15 relating to this particular issue?

16          A     No.

17          Q     Ms. Garmon, I think you said that you read  
18 that provision to be April -- the date to be April 1st,  
19 2014; right?

20          A     Yes.

21          Q     Is there a reason you read it as that date and  
22 not some other date?

23          A     The first part of the date being April 1st  
24 was, in my mind, was not an issue.  It was the year.  
25 And because, again, the contract was not effective until

1 August of 2013, I determined that it could not have --  
2 the closing date could not have been April 1st, 2013,  
3 prior to the contract even being in effect.

4 Q Could it have been April 1st, 2015?

5 A It could have.

6 Q Or 2016?

7 A But I wasn't going to go that far out with the  
8 date.

9 Q Could it have been something other than April?

10 A In my mind, no.

11 Q But you don't know what the parties intended,  
12 right?

13 A I don't know.

14 Q You just basically looked at the date, figured  
15 it was probably an error and then assumed what the  
16 correction of that error would be?

17 A Yes.

18 Q Okay. Without any information other than  
19 what's in attachment eight?

20 A Correct.

21 MS. WALKER: I don't have anything else.

22 EXAMINATION

23 BY MR. DONALDSON:

24 Q Ms. Garmon, just one question. You said you  
25 consulted with legal staff?

1 A Yes.

2 Q Robert Pierce?

3 A Yes.

4 MR. DONALDSON: Okay. That's all I have.

5 EXAMINATION

6 BY MR. MENTON:

7 Q Just a couple of questions.

8 Good morning, Ms. Garmon. We met briefly. My  
9 name is Steve Menton. I represent Summerset, and I just  
10 want to follow up on a couple of questions that Ms.  
11 Walker asked you.

12 In terms of you looking at the date as being  
13 April 1st, 2014, as opposed to 2015, 2016. If it had  
14 been 2015, 2016, 2017, would that have impacted upon  
15 your determination of site control?

16 A If it had listed 2015 in here?

17 Q Yes.

18 A It would have met the -- if it had listed 2015  
19 as the closing date, it would have met the requirements.

20 Q And so if it was any date after 2013, which  
21 was the year that the agreement was entered into, then  
22 it would meet the requirements of site control?

23 A Yes.

24 Q Okay. In terms of the agreement itself, Ms.  
25 Walker asked you whether that was part of the form --

1       **the application form?**

2           A       Uh-huh.

3           **Q       Did you consider that agreement to be part of**  
4       **the application that was submitted on behalf of**  
5       **Summerset?**

6           A       An attachment to the application.

7           **Q       And so that was part of the application, I**  
8       **would suspect?**

9           A       Yes.

10                  MR. MENTON:   Okay.   That's all the questions I  
11       have.   Thank you.

12                  MS. WALKER:   I have a few followup, can I ask  
13       a couple followup questions please?

14                  MR. MEFFERT:   Sure.   Yes.

15                                  FURTHER EXAMINATION

16       BY MR. WALKER:

17           **Q       Ms. Garmon, would you agree with me a**  
18       **contract, a real estate purchase agreement is a legal**  
19       **document?**

20           A       Yes.

21           **Q       And the that Florida Housing can't change the**  
22       **terms of that legal document?**

23           A       Yes.

24           **Q       And if you look at the first page underneath,**  
25       **I think it was cover page of Attachment 8, there is the**



1 Assignment and Assumption Agreement. Did you look at  
2 that document also in determining site control?

3 A Yes.

4 Q Okay. And did you notice that that document  
5 says there haven't been any amendments or modifications  
6 to the real estate purchase agreement?

7 A Yes.

8 Q Okay. And so as of that date, there had been  
9 no change in the April 1st, 2013, date in the purchase  
10 and sale agreement?

11 A Yes.

12 Q Okay. And that was -- I think the Assignment  
13 and Assumption Agreement was dated October 15th, which  
14 was two days before the application deadline, right?

15 A Yes.

16 Q So as of the application deadline, the  
17 information that Florida Housing had was that the  
18 closing date in the purchase, in the real estate  
19 purchase agreement, still said April 1st, 2013?

20 MR. MENTON: Object to the form.

21 THE WITNESS: Yes.

22 MR. WALKER: Okay. That's it.

23 MR. MENTON: Thank you very much.

24 MR. WALKER: Is Gary -- we keep forgetting  
25 Gary.

1 MR. MEFFERT: Gary.

2 MR. COHEN: Nothing else. I am good.

3 MR. MEFFERT: Thanks. I have nothing else.

4 Thank you.

5 (Whereupon, the deposition was concluded at  
6 11:29 a.m.)

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CERTIFICATE OF OATH

STATE OF FLORIDA )  
COUNTY OF LEON )

I, the undersigned authority, certify that the above-named witness personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 3rd day of March, 2014.



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DEBRA R. KRICK  
COMMISSION #EE212307  
EXPIRES JULY 13, 2016  
PROFESSIONAL COURT REPORTER  
(850) 894-0828

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CERTIFICATE OF REPORTER

STATE OF FLORIDA     )  
COUNTY OF LEON     )

I, DEBRA R. KRICK, Professional Court Reporter, certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter translated under my supervision; and the foregoing pages, numbered 6 through 18, are a true and correct record of the aforesaid proceedings.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 3rd day of March, 2014.



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DEBRA R. KRICK  
COMMISSION #EE212307  
EXPIRES JULY 13, 2016  
PROFESSIONAL COURT REPORTER  
(850) 894-0828