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STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

ROSEDALE HOLDINGS, LLC,
H&H DEVELOPMENT, LLC AND
BROOKESTONE I, LP, FHFC Case No. 2013-038BP

Petitioners,
vs.
FLORIDA HOUSING FINANCE CORPORATION,
Respondent
and
PARADISE POINT SENIOR HOUSING, LLC,
Intervenor,
ARBOURS AT TUMBLIN CREEK, LLC,
Intervenor,
ARBOURS AT CENTRAL PARKWAY, LLC,
Intervenor,

OCDC PALM VILLAGE, LP,
PRESTWICK DEVELOPMENT
COMPANY, LLC,
AND OKALOOSA COMMUNITY
DEVELOPMENT CORPORATION FHFC Case No. 2013-042BP

Petitioners,
vs.
FLORIDA HOUSING FINANCE CORPORATION,
Respondent,
and
KATIE MANOR, LTD.,
Intervenor.

FRENCHTOWN SQUARE, LLC, FHFC Case No. 2013-043BP
Petitioner,
vs.
FLORIDA HOUSING FINANCE CORPORATION,
Respondent,

DEPOSITION OF AMY GARMON

FEBRUARY 26, 2014

Deposition of Amy Garmon

Page 2

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

9 SUMMERSET APARTMENTS LIMITED PARTNERSHIP,
 10 Petitioners FHFC Case No. 2013-047BP
 11 vs.
 12 FLORIDA HOUSING FINANCE CORPORATION,
 13 Respondent,
 14 and
 15 FOREST RIDGE AT BEVERLY HILLS, LTD. and
 16 ARBOURS AT CENTRAL PARKWAY, LLC,
 17 Intervenor.

18 DEPOSITION OF: AMY GARMON
 19 DATE: FEBRUARY 26, 2014
 20 TIME: COMMENCED: 11:12 A.M.
 21 LOCATION: FLORIDA HOUSING FINANCE CORP
 22 227 NORTH BRONOUGH STREET
 23 TALLAHASSEE, FL
 24 REPORTED BY: DEBRA R. KRICK
 25 Court Reporter and
 Notary Public in and for
 State of Florida at Large

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

Page 3

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 12 Suite 202
 13 Tallahassee, FL 32301
 14 REPRESENTING ROSEDALE HOLDINGS, H&H
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Page 4

1 APPEARANCES CONTINUED:
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 7 REPRESENTING ARBOURS AT TUMBLIN
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INDEX TO WITNESS

3	AMY GARMON	PAGE
4	Examination by Ms. Walker	6
5	Examination by Mr. Donaldson	14
6	Examination by Mr. Menton	15
7	Further Examination by Ms. Walker	16

INDEX TO EXHIBITS

9	NO.	DESCRIPTION	MARKED
10	3	Attachment 8, Summerset application	8

15 *Uh-uh is a negative response
 16 *Uh-huh is a positive response

Page 6

1 DEPOSITION
2 Whereupon,
3 AMY GARMON
4 was called as a witness, having been first duly sworn to
5 speak the truth, the whole truth, and nothing but the
6 truth, was examined and testified as follows:
7 EXAMINATION
8 BY MS. WALKER:
9 Q Ms. Garmon, I guess I have been chosen to
10 start. We all have just a couple of questions.
11 I am Karen Walker, and Larry Sellers is my haw
12 partner, and we represent Rosedale Holdings, H&H
13 Development and Brookstone in this matter. We
14 understand from the questions that were asked of Mr.
15 Reecy that you are the staff person that was designated
16 to look at site control issues with respect to this RFA,
17 the medium and small county RFAs; is that right?
18 A Yes.
19 Q And do you have a copy of the RFA in front of
20 you?
21 A No.
22 Q No. Okay. Well, let me just --
23 MR. MEFFERT: Here is one.
24 MR. WALKER: Okay.
25

Page 8

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?

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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

Page 9

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.

Page 10

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

Page 12

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?

Page 11

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

Page 13

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

<p style="text-align: right;">Page 14</p> <p>1 August of 2013, I determined that it could not have --</p> <p>2 the closing date could not have been April 1st, 2013,</p> <p>3 prior to the contract even being in effect.</p> <p>4 Q Could it have been April 1st, 2015?</p> <p>5 A It could have.</p> <p>6 Q Or 2016?</p> <p>7 A But I wasn't going to go that far out with the</p> <p>8 date.</p> <p>9 Q Could it have been something other than April?</p> <p>10 A In my mind, no.</p> <p>11 Q But you don't know what the parties intended,</p> <p>12 right?</p> <p>13 A I don't know.</p> <p>14 Q You just basically looked at the date, figured</p> <p>15 it was probably an error and then assumed what the</p> <p>16 correction of that error would be?</p> <p>17 A Yes.</p> <p>18 Q Okay. Without any information other than</p> <p>19 what's in attachment eight?</p> <p>20 A Correct.</p> <p>21 MS. WALKER: I don't have anything else.</p> <p>22 EXAMINATION</p> <p>23 BY MR. DONALDSON:</p> <p>24 Q Ms. Garmon, just one question. You said you</p> <p>25 consulted with legal staff?</p>	<p style="text-align: right;">Page 15</p> <p>1 A Yes.</p> <p>2 Q Robert Pierce?</p> <p>3 A Yes.</p> <p>4 MR. DONALDSON: Okay. That's all I have.</p> <p>5 EXAMINATION</p> <p>6 BY MR. MENTON:</p> <p>7 Q Just a couple of questions.</p> <p>8 Good morning, Ms. Garmon. We met briefly. My</p> <p>9 name is Steve Menton. I represent Summerset, and I just</p> <p>10 want to follow up on a couple of questions that Ms.</p> <p>11 Walker asked you.</p> <p>12 In terms of you looking at the date as being</p> <p>13 April 1st, 2014, as opposed to 2015, 2016. If it had</p> <p>14 been 2015, 2016, 2017, would that have impacted upon</p> <p>15 your determination of site control?</p> <p>16 A If it had listed 2015 in here?</p> <p>17 Q Yes.</p> <p>18 A It would have met the -- if it had listed 2015</p> <p>19 as the closing date, it would have met the requirements.</p> <p>20 Q And so if it was any date after 2013, which</p> <p>21 was the year that the agreement was entered into, then</p> <p>22 it would meet the requirements of site control?</p> <p>23 A Yes.</p> <p>24 Q Okay. In terms of the agreement itself, Ms.</p> <p>25 Walker asked you whether that was part of the form --</p>
<p style="text-align: right;">Page 16</p> <p>1 the application form?</p> <p>2 A Uh-huh.</p> <p>3 Q Did you consider that agreement to be part of</p> <p>4 the application that was submitted on behalf of</p> <p>5 Summerset?</p> <p>6 A An attachment to the application.</p> <p>7 Q And so that was part of the application, I</p> <p>8 would suspect?</p> <p>9 A Yes.</p> <p>10 MR. MENTON: Okay. That's all the questions I</p> <p>11 have. Thank you.</p> <p>12 MS. WALKER: I have a few followup, can I ask</p> <p>13 a couple followup questions please?</p> <p>14 MR. MEFFERT: Sure. Yes.</p> <p>15 FURTHER EXAMINATION</p> <p>16 BY MR. WALKER:</p> <p>17 Q Ms. Garmon, would you agree with me a</p> <p>18 contract, a real estate purchase agreement is a legal</p> <p>19 document?</p> <p>20 A Yes.</p> <p>21 Q And the that Florida Housing can't change the</p> <p>22 terms of that legal document?</p> <p>23 A Yes.</p> <p>24 Q And if you look at the first page underneath,</p> <p>25 I think it was cover page of Attachment 8, there is the</p>	<p style="text-align: right;">Page 17</p> <p>1 Assignment and Assumption Agreement. Did you look at</p> <p>2 that document also in determining site control?</p> <p>3 A Yes.</p> <p>4 Q Okay. And did you notice that that document</p> <p>5 says there haven't been any amendments or modifications</p> <p>6 to the real estate purchase agreement?</p> <p>7 A Yes.</p> <p>8 Q Okay. And so as of that date, there had been</p> <p>9 no change in the April 1st, 2013, date in the purchase</p> <p>10 and sale agreement?</p> <p>11 A Yes.</p> <p>12 Q Okay. And that was -- I think the Assignment</p> <p>13 and Assumption Agreement was dated October 15th, which</p> <p>14 was two days before the application deadline, right?</p> <p>15 A Yes.</p> <p>16 Q So as of the application deadline, the</p> <p>17 information that Florida Housing had was that the</p> <p>18 closing date in the purchase, in the real estate</p> <p>19 purchase agreement, still said April 1st, 2013?</p> <p>20 MR. MENTON: Object to the form.</p> <p>21 THE WITNESS: Yes.</p> <p>22 MR. WALKER: Okay. That's it.</p> <p>23 MR. MENTON: Thank you very much.</p> <p>24 MR. WALKER: Is Gary -- we keep forgetting</p> <p>25 Gary.</p>

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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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Page 19

1
 2 CERTIFICATE OF OATH
 3
 4 STATE OF FLORIDA)
 5 COUNTY OF LEON)
 6
 7
 8 I, the undersigned authority, certify that the
 9 above-named witness personally appeared before me and
 10 was duly sworn.
 11
 12
 13 WITNESS my hand and official seal this 3rd day
 14 of March, 2014.
 15
 16
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 18
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 20 DEBRA R. KRICK
 21 COMMISSION #EE212307
 22 EXPIRES JULY 13, 2016
 23 PROFESSIONAL COURT REPORTER
 24 (850) 894-0828
 25

Page 20

1 CERTIFICATE OF REPORTER
 2 STATE OF FLORIDA)
 3 COUNTY OF LEON)
 4
 5 I, DEBRA R. KRICK, Professional Court
 6 Reporter, certify that the foregoing proceedings were
 7 taken before me at the time and place therein
 8 designated; that my shorthand notes were thereafter
 9 translated under my supervision; and the foregoing
 10 pages, numbered 6 through 18, are a true and correct
 11 record of the aforesaid proceedings.
 12 I further certify that I am not a relative,
 13 employee, attorney or counsel of any of the parties, nor
 14 am I a relative or employee of any of the parties'
 15 attorney or counsel connected with the action, nor am I
 16 financially interested in the action.
 17
 18 DATED this 3rd day of March, 2014.
 19
 20
 21 DEBRA R. KRICK
 22 COMMISSION #EE212307
 23 EXPIRES JULY 13, 2016
 24 PROFESSIONAL COURT REPORTER
 25 (850) 894-0828

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