

BEFORE THE STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION

PINNACLE RIO, LLC, as Applicant for  
Pinnacle Rio-Application No. 2014-213C

Petitioner,

vs.

FHFC Case No. 2014-051BP  
Application No. 2014-184C

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

\_\_\_\_\_ /

**AMENDED**  
**PETITION REQUESTING INFORMAL HEARING**  
**AND GRANT OF THE RELIEF REQUESTED**

Pursuant to Section 120.57(3), Florida Statutes (“Florida Statutes”), Rule Chapter 28-110, Florida Administrative Code (“FAC”) and Rule 67-60.009, FAC, Petitioner, PINNACLE RIO, LLC (“Petitioner”) requests an informal administrative proceeding to challenge the scoring by Respondent, FLORIDA HOUSING FINANCE CORPORATION (“FHFC”) of the following competing application for funding in RFA for Applications 2013-003 For Affordable Housing Developments Located in Broward, Miami-Dade and Palm Beach Counties (the “RFA”): Allapattah Trace, Application No. 2014-184C (“Applicant”). The scoring issue being challenged is whether Applicant’s application should have been rejected because the Applicant’s Certification and Acknowledgment (listed as one of the “mandatory” items on page 37 of the RFA) was deficient for the reasons set forth herein. Petitioner requests that Applicant’s application should be rejected, and to then grant the relief requested herein. In support of this Petition, Petitioner states as follows:

**AGENCY AFFECTED**

1. The name and address of the agency affected is Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329. The agency's file or identification number with respect to Petitioner is 2014-213C; the identification number with respect to the application being challenged is 2014-184C.

**PETITIONER**

2. The Petitioner is Pinnacle Rio, LLC, a Florida limited liability limited company. The address of the Petitioner is c/o Pinnacle Housing Group, LLC, 9400 South Dadeland Boulevard, Suite 100, Miami, Florida 33156, telephone number (305) 854-7100. Petitioner's representative is Gary J. Cohen, Esq., whose address is c/o Shutts & Bowen LLP, 201 S. Biscayne Boulevard, Suite 1500, Miami, Florida 33131, telephone number (305) 347-7308.

3. Petitioner is engaged in the development of affordable housing in this state. Petitioner possesses the requisite skill, experience and credit-worthiness to successfully produce affordable housing. Through the principals of its managing member and affiliate entities, Petitioner regularly submits applications for public financing of affordable housing developments. The principals of the Petitioner's managing member and their affiliated entities have successfully completed the construction and rehabilitation of numerous affordable housing developments in Florida using funding from programs administered by Respondent FHFC.

4. The affected agency in this proceeding is the Florida Housing Finance Corporation ("FHFC" or "Respondent"). FHFC's address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

5. FHFC is a public corporation created by Section 420.504, Florida Statutes, to administer the governmental function of financing or refinancing affordable housing and related

facilities in Florida. FHFC's statutory authority and mandates appear in Part V of Chapter 420, Florida Statutes. See, Sections 420.501-420.55, Florida Statutes.

6. As discussed in more detail below, on or about November 12, 2013, Petitioner timely submitted Application No. 2014-213C pursuant to Florida Housing's Request for Application 2013-003 ("RFA"). The Application sought an allocation of low income housing tax credits ("Tax Credits" or "LIHTC") to provide equity capital for a 106 unit apartment complex (Pinnacle Rio, referred to as the "Complex") in Miami, Florida. This Petition challenges the final scoring and ranking given to the Applicant Allapattah Trace (Application No. 2014-184C; "Applicant") by FHFC. Unless the final scoring and ranking of the application ("Application") submitted by Applicant is modified, Petitioner will not obtain an allocation of Tax Credits necessary to develop the Complex. Thus, Petitioner's substantial interests are subject to determination in this proceeding.

7. Petitioner is unaware of any other individuals and/or entities having an interest in the outcome of these proceedings.

### **Background**

#### **FHFC's Programs**

8. FHFC administers several programs aimed at assisting developers to build or rehabilitate affordable housing in an attempt to protect financially marginalized citizens in the state from excessive housing costs. The programs through which FHFC allocates resources to fund affordable housing in this state include the federal low income housing tax credit program (the "Tax Credit Program") established in Florida under the authority of Section 420.5099, Florida Statutes. These low income housing tax credits ("Tax Credits") are allocated by FHFC to finance the construction or substantial rehabilitation of affordable housing.

## Tax Credits

9. The Tax Credit Program was created in 1986 by the federal government. Every year since 1986, Florida has received an allocation of federal Tax Credits to be used to fund the construction or rehabilitation of affordable housing. Tax Credits are a dollar for dollar offset to federal income tax liability.

10. Developers who receive an allocation of Tax Credits get the awarded amount every year for ten years. The developer will often sell the future stream of tax credits to a syndicator, who, in turn, sells them to investors seeking to shelter income from federal income taxes.

11. FHFC is the designated agency in Florida to allocate Tax Credits to developers of affordable housing in the state.

## The RFA Process

12. FHFC has historically allocated funding for the Tax Credit Program through a single annual application process. Since 2002, FHFC has administered these programs through a combined competitive process known as the "Universal Cycle." The Universal Cycle operates like an annual competitive bidding process in which applicants compete against other applicants to be selected for funding. However, in 2013, FHFC determined to conduct a series of competitions (requests for applications) allocating the Tax Credits through various geographic and demographic pools. The geographic pool in which Petitioner is contending is for applications for affordable housing developments located in Broward, Miami-Dade and Palm Beach Counties pursuant to the RFA.

13. FHFC has adopted rules which incorporate by reference the application forms and instructions for the RFA.

14. The RFA process is intended to equitably and reasonably distribute affordable housing throughout the four counties referenced above.

15. FAC Chapter 67-60 (Multi-Family Competitive Solicitation Funding Process) governs the RFA. The provisions of the RFA itself (issued September 19, 2013) set forth the process for submitting an application, and for awarding funding allocations thereunder. Rule 67-60.009(2) FAC (“Applicant Administrative Appeal Procedures”) provides that an applicant not selected for funding under the RFA may protest the results of the competitive solicitation process pursuant to the procedures set forth in Section 120.57(3), Florida Statutes and Chapter 28-110, FAC. Petitioner is protesting the results pursuant to Rule 67-60.009(2).

#### **PETITIONER’S SUBSTANTIAL INTERESTS**

16. Petitioner’s substantial interests will be affected by the determination of FHFC as follows:

(a) Petitioner has applied for an allocation of competitive 9% low-income housing Tax Credits under the RFA. The application was submitted in an attempt to assist in the financing of the Complex in Miami, Florida.

(b) The application was scored by FHFC in accordance with the provisions of Rule 67-60, FAC. By electronic posting on January 31, 2014, FHFC posted a Notice of Intended Decision with respect to the received applications, indicating which applications were eligible and which applications were ineligible. Petitioner’s application was listed as eligible, and received lottery number 9. Pursuant to the ranking procedure set forth on page 36 of the RFA, the selection of the two applications in Miami-Dade County to receive Tax Credits was determined by virtue of the lottery number assigned to eligible applicants, with the two Miami-Dade County applications receiving the lowest lottery numbers (as among competing Miami-Dade County Applicants) being funded. Among applications found to be eligible by FHFC,

Petitioner had the fourth best lottery number. Three other applications found to be eligible by FHFC (Wagner Creek, 2014-239C, lottery number 3; Applicant Allapattah Trace 2014-184C, lottery number 6; and Town Center Phase 2, 2014-267C lottery number 7) were ranked ahead of Petitioner. See RFA 2013-003-Sorting Order issued by FHFC attached as Exhibit "A". Simultaneously with the filing of this Petition, Petitioner has filed a petition against Town Center Phase Two (2014-267C).

(c) Petitioner would have received its requested funding if not for FHFC's erroneous scoring of the Applicant's Application (coupled with FHFC's erroneous scoring of the other two applications referenced in subsection (b) above, both of which are challenged pursuant to petitions filed simultaneously herewith).

#### **NOTICE OF AGENCY DECISION**

17. Petitioner received notice of FHFC's award of Tax Credits was ineligible on or about January 31, 2014 and filed its notice of protest on February 4, 2014. Attached as Exhibit "B" is a copy of the Notice of Intended Decision setting forth the awards, which gives rise to this Petition, and Petitioner's notice of protest.

#### **ULTIMATE FACTS ALLEGED**

18. As part of its application, Applicant (pursuant to Section 10 of its Application) signed and submitted a certification and acknowledgement ("Application Certification"). Subsection b.(2)(a) of the certification contained a representation by the Applicant as to the status of its site plan approval, as outlined in Item 13 of Exhibit C of the RFA. Attached as Exhibit "C" is the Applicant's Application Certification.

19. Item 13 of Exhibit C of the RFA requires an applicant, within 21 calendar days of the date of its invitation to credit underwriting, to provide to FHFC a completed and executed 2013 Florida Housing Finance Corporation Local Government Verification of Status of Site Plan

Approval for Multifamily Developments (“Site Plan Form”). The Site Plan Form is attached as Exhibit “D”. The form requires in part, that the local government confirm that either (i) final site plan approval was obtained on or before the application deadline, (ii) either (A) preliminary site plan approval or conceptual site plan approval was obtained by the application deadline, or (B) there is no preliminary or conceptual site plan approval process and final site plan approval has not yet been issued, but that the site plan has been reviewed as of the application deadline, or (iii) the development is rehabilitation and does not require additional site plan approval.

20. Attached as Exhibit “E” is the Site Plan Form obtained from the City of Miami for the subject development, together with a copy of the site plan submitted by the Applicant to the City of Miami, as obtained by public records request. As is explained below, the site plan submitted by the Applicant to the city (and reviewed by the city on or before the application deadline) does not accurately depict the proposed development site. As such, the necessary site plan review required by FHFC to be undertaken on or before the application deadline did not occur since the site plan did not accurately depict the proposed development. As such, FHFC must disqualify this Applicant.

**FACTS WHICH WARRANT REVERSAL  
OF AGENCY'S PROPOSED ACTION**

The specific facts which warrant reversal of FHFC’s proposed action are as follows:

21. The legal description of Applicant’s development site is contained in Exhibit A to the Applicant’s Purchase and Sale Agreement provided in Attachment 7 to Applicant’s application, and is attached hereto as Exhibit “F”. Legal description is as follows:

“Lots 2, 3, 4, 5, 6, 7, 19 and 20, Block 2, BEVERLY HEIGHTS, according to the Plat thereof, as recorded in Plat Book 6, Page 164, of the Public Records of Miami-Dade County, Florida.

22. Attached as Exhibit "G" is a copy of the plat referenced in the above-described legal description. Lots 2 through 7, 19 and 20 of Block 2 are highlighted. Attached as Exhibit "H" are the information pages from the Miami-Dade County Property Appraiser's website containing detailed information and aerial photographs as to each of the above-referenced lots. Attached as Exhibit "I" is e-mail correspondence with First American Title Insurance and a title commitment from First American Title Insurance Company pertaining to Applicant's development site referenced in Section 21 above. As is clear from Exhibits "G", "H" and "I", the strip of land is running north to south between Lots 2 - 7 and lots 19 - 20 is not legally owned by the current owner of the property, was never vacated to or transferred to the current owner or any predecessor owner, and will not be conveyed to Applicant under the aforementioned Purchase and Sale Agreement. See also a photograph of the aforementioned strip of land attached as Exhibit "J".

23. Notwithstanding that the strip of land running north to south between Lots 2-7 and 19-20 is not owned by the land seller and will not be conveyed to the Applicant, Applicant choose to include that strip of land in its site plan which was submitted to the City of Miami for review in order to obtain the Site Plan Form (see the attached site plan submitted by the Applicant to the City of Miami, attached as Exhibit "E"). The site plan clearly identifies the strip of land (with a width of 15 feet one inch, highlighted on Exhibit "E") as owned (or to be owned) by the Applicant.

24. It is clear from the foregoing that, as of the application deadline, the site plan submitted by Applicant for review by the City of Miami did not accurately reflect the development site submitted by Applicant for consideration in its tax credit application. As such, Applicant's Application Certification contained in Section 10.b(2)(a) of its Application was



incorrect. It is clear, as of the application deadline, that Applicant's proposed development site did not and could not meet the requirements of the "Site Plan Form" because the correct development site was not (as of the application deadline) submitted to the City of Miami for review.

25. FHFC may not (absent independent investigation) be in a position to know whether, as of the application deadline, Applicant's proposed development site has been submitted for site plan review, as required in the Application Certification. The RFA instructions require evidence of this item to be provided in credit underwriting. However, if it is clear that it would be impossible to provide this item in credit underwriting (since it was not in place as of the application deadline), then an affected party (such as Petitioner) must be given an opportunity to prove that be the case and, in such instance, to be entitled to disqualification of such competing application if the site plan for the proposed development site was not submitted for review to the City of Miami as of the application deadline. Parties such as Petitioner must be given an opportunity to challenge such items, particularly in light of the affirmative statement by an applicant in its application (such as the Applicant) that the proposed development site (as of the application deadline) had been submitted for site plan review, when in fact it had not.

#### **RELIEF SOUGHT**

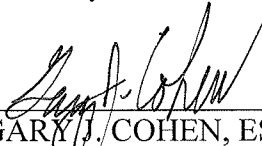
26. The action which Petitioner seeks is a determination that Applicant's application should have been rejected, because as of the application deadline the development site proposed by Applicant did not meet the site plan review requirement set forth in the RFA.

WHEREFORE, Petitioner respectfully requests the following:

1. Determine that Applicant's Certification and Acknowledgement was incorrect as it pertained to the site plan review of its proposed development site, and disqualify Applicant's Application.

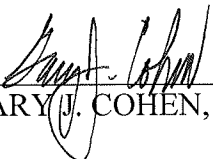
2. FHFC conduct an informal hearing on the matters presented in this petition.
3. FHFC's designated hearing officer enter a recommend order directing FHFC to award Petitioner its requested tax credits.
4. Petitioner be granted such other and further relief as may be deemed just and proper.

Respectfully submitted,

By:   
GARY J. COHEN, ESQ.  
Florida Bar No. 353302  
Shutts & Bowen LLP  
201 South Biscayne Boulevard  
1500 Miami Center  
Miami, Florida 33131  
(305) 347-7308 telephone  
(305) 347-7808 facsimile

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that an original and one copy of the foregoing have been filed with the Corporation Clerk of the Florida Housing Finance Corporation, and a copy to Wellington Meffert, General Counsel, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301, on this 19<sup>th</sup> day of February, 2014.

  
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GARY J. COHEN, ESQ.

**EXHIBIT "A"**

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
All Eligible Applications (in sorted order)													
2014-239C	Wagner Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 5 Developer, LLC	NC	\$1,601,981.00	Y	27	Y	Y	A	Y	3
2014-184C	Alapattah Trace	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$1,987,000.00	Y	27	Y	Y	A	Y	6
2014-267C	Town Center Phase Two	Miami-Dade	Alberto Milo, Jr.	Town Center Phase Two Developer, LLC	NC	\$1,458,603.00	Y	27	Y	Y	A	Y	7
2014-213C	Pinnacle Rio	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	9
2014-241C	Oakland Preserve	Broward	David O., Deutch	Pinnacle Housing Group, LLC; Building Better	NC	\$1,435,000.00	Y	27	Y	Y	A	Y	12
2014-214C	Preservation Phase	Miami-Dade	Alberto Milo, Jr.	Claude Pepper Phase Two Developer, LLC	NC	\$2,461,122.00	Y	27	Y	Y	A	Y	14
2014-186C	Northside Senior Residences	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,514,000.00	Y	27	Y	Y	A	Y	15
2014-269C	Canal Pointe	Miami-Dade	Matthew Rieger	HTG Miami-Dade 6 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	17
2014-215C	Northside Urban View	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,540,000.00	Y	27	Y	Y	A	Y	18
2014-242C	Wisdom Village Crossing	Broward	Bill Schneider	Turnstone Development Corporation	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	20
2014-270C	Mer Soleil	Miami-Dade	Matthew Rieger	HTG Miami-Dade 7 Developer, LLC	NC	\$1,922,737.00	Y	27	Y	Y	A	Y	21
2014-216C	Pinnacle Heights	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,520,000.00	Y	27	Y	Y	A	Y	22
2014-173C	Gulmer Place Phase 2	Miami-Dade	Joseph J. Chambers	The Michaels Development Company I, LLC	NC	\$2,430,000.00	Y	27	Y	Y	A	Y	25
2014-217C	Heritage at Pompano Station	Broward	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	26
2014-189C	Highland Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 9 Developer, LLC	NC	\$1,878,928.00	Y	27	Y	Y	A	Y	27
2014-244C	Olivier Place	Miami-Dade	Matthew Rieger	HTG Miami-Dade 4 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	29
2014-218C	Heritage at Edison Heights	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	30
2014-245C	Fulford Tower	Miami-Dade	Matthew Rieger	HTG Miami-Dade 3 Developer, LLC	NC	\$1,921,000.00	Y	27	Y	Y	A	Y	31
2014-190C	City River Apartments	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	32
2014-246C	Harmony Tower	Miami-Dade	David O., Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	35
2014-247C	Jack Orr Plaza Phase Two	Miami-Dade	Alberto Milo, Jr.	Jack Orr Plaza Phase Two Developer, LLC	NC	\$2,557,201.00	Y	27	Y	Y	A	Y	37
2014-192C	Sajous Apartments	Miami-Dade	David Schultz	Community Housing Partners Corporation;	NC	\$2,167,141.00	Y	27	Y	Y	A	Y	40

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-249C	Club Mariner	Miami-Dade	Alberto Milio, Jr.	Club Mariner Related Developer, LLC	NC	\$1,598,496.00	Y	27	Y	Y	A	Y	41
2014-250C	Pinnacle Station	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	43
2014-251C	Pinnacle at Urban Pointe	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,450,000.00	Y	27	Y	Y	A	Y	45
2014-194C	SOLO Villages	Broward	Matthew Rieger	HTG Broward 3 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	48
2014-176C	Gary Manor	Miami-Dade	David Schultz	Community Housing Partners Corporation;	NC	\$1,522,526.00	Y	27	Y	Y	A	Y	50
2014-252C	Serenity Tower	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,215,000.00	Y	27	Y	Y	A	Y	52
2014-253C	Earlington Square Apartments	Miami-Dade	Alberto Milio, Jr.	Earlington Square Apartments Developer, LLC	NC	\$2,557,594.00	Y	27	Y	Y	A	Y	54
2014-196C	Palmera Pointe	Miami-Dade	Matthew Rieger	HTG Miami-Dade 8 Developer, LLC	NC	\$1,757,375.00	Y	27	Y	Y	A	Y	57
2014-255C	Silverton	Miami-Dade	Alberto Milio, Jr.	Silverton Developer, LLC	NC	\$2,558,830.00	Y	27	Y	Y	A	Y	60
2014-256C	Smathers Phase Two	Miami-Dade	Alberto Milio, Jr.	Smathers Phase Two Developer, LLC	Redev	\$2,559,821.00	Y	27	Y	Y	A	Y	62
2014-257C	Hickory Place	Broward	Matthew Rieger	HTG Broward 2 Developer, LLC	NC	\$835,382.00	Y	27	Y	Y	A	Y	64
2014-178C	Suncrest Court	Broward	David O. Deutch	Pinnacle Housing Group, LLC, HEF-Dixie Court	NC	\$2,136,000.00	Y	27	Y	Y	A	Y	67
2014-223C**	Caribbean Sunset	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,550,000.00	Y	27	Y	Y	A	Y	68
2014-199C	Jasper	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$1,885,200.00	Y	27	Y	Y	A	Y	69
2014-224C	Caribbean Village	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	70
2014-258C	Stirrup Plaza Phase Two	Miami-Dade	Alberto Milio, Jr.	Stirrup Plaza Phase Two Developer, LLC	NC	\$2,435,306.00	Y	27	Y	Y	A	Y	71
2014-259C	Robert King High Preservation Phase	Miami-Dade	Alberto Milio, Jr.	Robert King High Phase One Developer, LLC	NC	\$2,553,575.00	Y	27	Y	Y	A	Y	73
2014-201C	Silver Palm Place	Palm Beach	Francisco A. Rojo	Landmark Development Corp.; Baobab	Redev	\$2,110,000.00	Y	27	Y	Y	A	Y	78
2014-261C	Market Square Apartments	Miami-Dade	Alberto Milio, Jr.	Market Square Apartments Developer, LLC	NC	\$1,460,391.00	Y	27	Y	Y	A	Y	79
2014-262C	Heron Estates Senior	Palm Beach	Paula M. Rhodes	Norstar Development USA LP; Heron Estates	Redev	\$1,606,000.00	Y	27	Y	Y	A	Y	81
2014-202C	Madison Square	Miami-Dade	Oscar Sol	SGM Madison Square Dev, LLC	NC	\$700,000.00	Y	27	Y	Y	A	Y	82
2014-265C	Villa Almandares Little River	Miami-Dade	Matthew Rieger	HTG Miami-Dade 1 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	83
2014-228C	Apartment	Miami-Dade	Alberto Milio, Jr.	Little River Apartments Developer, LLC	NC	\$2,560,949.00	Y	27	Y	Y	A	Y	85

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-203C	Coral Bay Cove	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$1,715,000.00	Y	27	Y	Y	A	Y	86
2014-229C	Urban Pointe Senior Residences Courtside	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,450,000.00	Y	27	Y	Y	A	Y	87
2014-204C	Apartments, Phase	Miami-Dade	Matthew Rieger	AMC-HTG 2 Developer, LLC	NC	\$2,331,467.00	Y	27	Y	Y	A	Y	90
2014-231C	Village of the Arts Northwest Gardens	Broward	Milton Jones	Marvalette Hunter; Milton Jones Development	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	91
2014-279C	V	Broward	Liz Wong	APC Northwest Properties V Development, LLC; HEF-V Development, LLC	NC	\$1,850,000.00	Y	27	Y	Y	A	Y	92
2014-232C	Lauderdale Place	Broward	Matthew Rieger	HTG Broward 4 Developer, LLC	NC	\$1,262,596.00	Y	27	Y	Y	A	Y	93
2014-205C	Heron Estates	Palm Beach	Alberto Milo, Jr.	WV Green Veterans Housing Developer, LLC	Redev	\$1,422,916.00	Y	27	Y	Y	A	Y	95
2014-233C	The Madison	Broward	Matthew Rieger	HTG Broward 1 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	97
2014-206C	Pinnacle Paradise Culmer Gardens	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,549,000.00	Y	27	Y	Y	A	Y	99
2014-168C	Phase 4	Miami-Dade	Joseph J. Chambers	The Michaels Development Company I, LLC	NC	\$2,430,000.00	Y	27	Y	Y	A	Y	102
2014-235C	Puerta del Rio	Miami-Dade	Matthew Rieger	HTG Miami-Dade 2 Developer, LLC	NC	\$1,181,134.00	Y	27	Y	Y	A	Y	106
2014-209C	Pinnacle Oasis	Miami-Dade	David O. Deutch	Pinnacle Housing Group, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	111
2014-181C	Uptown Village	Broward	Matthew Rieger	HTG Broward 5 Developer, LLC	NC	\$1,810,508.00	Y	27	Y	Y	A	Y	113
2014-236C	Vista	Miami-Dade	Matthew Rieger	HTG Miami-Dade 10 Developer, LLC	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	114
2014-182C	Eureka Commons	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,561,000.00	Y	27	Y	Y	A	Y	117
2014-170C	Willow Lake	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,250,000.00	Y	27	Y	Y	A	Y	118
2014-265C	Modello Homes Residences at Spring Garden	Miami-Dade	Hana K. Eskra	Gorman & Company, Inc.	Redev	\$1,775,000.00	Y	27	Y	Y	A	Y	119
2014-211C	Andalucia Residences at Crystal Lake	Miami-Dade	Robert G. Hoskins	NRock Development Partners, Inc.	NC	\$2,314,181.00	Y	27	Y	Y	B	Y	1
2014-191C	Residences at Crystal Lake	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$2,160,000.00	Y	27	Y	Y	B	Y	36
2014-220C		Broward	Robert G. Hoskins	NRock Development Partners, Inc.	NC	\$1,811,753.00	Y	27	Y	Y	B	Y	59

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-200C	Residences at Curtler Ridge	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,353,889.00	Y	27	Y	Y	B	Y	74
2014-226C	Residences at Allapattah Landing	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,501,283.00	Y	27	Y	Y	B	Y	76
2014-207C	El Galeon	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	NC	\$1,153,000.00	Y	27	Y	Y	B	Y	103
2014-285C	Sunnyreach Acres Palms at Belle Glade	Broward	Liz Wong	APC Sunnyreach Development, LLC; HEF- Southport Development, Inc., a Washington	R	\$825,000.00	Y	27	N	Y	A	Y	104
2014-180C		Palm Beach	Brianne E. Heffner		NC	\$1,625,000.00	Y	18.5	Y	Y	A	Y	84



RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
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Ineligible Applications (did not meet submission requirements)

2014-230C	Regatta Place	Miami-Dade		Brookstone Partners, LLC			N	0					89
2014-266C	Coquina Place	Miami-Dade		Brookstone Partners, LLC			N	0					4

Ineligible Applications (in Application Number Order)

2014-169C	The Vineyard	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$1,429,892.00	N	27	Y	Y		Y	110
2014-171C	Village at Spring Garden	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,198.00	N	27	Y	Y		Y	8
2014-172C	Golden Oaks	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,198.00	N	27	Y	Y		Y	16
2014-174C	Windmill Farms	Miami-Dade	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,075,000.00	N	19.5	Y	Y		Y	33
2014-175C	Camino del Sol	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$1,727,886.00	N	27	Y	Y		Y	42
2014-177C	Bella Vida	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,198.00	N	27	Y	Y		Y	58
2014-179C	Silver Oaks	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,201.00	N	27	Y	Y		Y	75
2014-183C*	2401 Plaza	Miami-Dade	Eugenia Anderson	Gibraltar 2401 Developers, LLC	NC	\$2,246,979.18	N	27	Y	Y		Y	2
2014-185C	City Vista	Broward	Francisco A. Rojo	Landmark Development Corp.	NC	\$2,561,000.00	N	27	Y	Y		Y	11
2014-187C	Flatts Village Apartments	Miami-Dade	Donald W. Paxton	Beneficial Development 13 LLC	NC	\$2,045,665.00	N	27	Y	Y		Y	19
2014-188C	The Jasmine	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$2,187,201.00	N	27	Y	Y		Y	23
2014-193C	La Zafiro	Miami-Dade	Nick A. Inamdar	The Gatehouse Group LLC; Marc S. Plonskier, Principal	NC	\$1,596,656.00	N	27	Y	Y		Y	44
2014-195C*	South Gardens	Miami-Dade	Eugenia Anderson	Gibraltar South Gardens Developers, LLC;	NC	\$1,947,282.42	N	27	Y	Y		Y	53

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-197C	Superior Manor Apartments Phase I	Miami-Dade	Elon J. Metoyer	New Urban Development, LLC; Brookstone Partners, LLC	NC	\$1,161,097.00	N	27	Y	Y		Y	61
2014-198C*	Brightside Village Apartments	Miami-Dade	Donald W. Paxton	Beneficial Development 13 LLC	NC	\$2,203,913.82	N	27	Y	Y		Y	65
2014-208C	Heritage at Jackson Heights	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,494,415.00	N	27	Y	Y		Y	107
2014-210C	Flagler Street Village	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$1,648,282.00	N	27	Y	Y		Y	116
2014-212C	Villages Apartments Phase I	Miami-Dade	Elon J. Metoyer	New Urban Development, LLC; CSG Development Services II, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	5
2014-219C	Superior Manor Apartments Phase I	Miami-Dade	Elon J. Metoyer	New Urban Development, LLC; Brookstone Partners, LLC	NC	\$2,073,295.00	N	27	Y	Y		Y	55
2014-221C	Vista Rialto	Miami-Dade	Robert G. Hoskins	NuRock Development Partners, Inc.	NC	\$2,125,610.00	N	27	Y	Y		Y	63
2014-222C	Bay Breeze Village	Palm Beach	Donald W. Paxton	Beneficial Development 13 LLC	NC	\$2,110,000.00	N	27	Y	Y		Y	66
2014-225C	Tuscany Cove I	Miami-Dade	Carol Gardner	Tacolay Economic Development Corporation, Inc.; Stone Soup Development, Inc.; Toledo Development Group, LLC	NC	\$2,854,702.00	N	27	Y	Y		Y	72
2014-227C	Joe Moretti Phase Two	Miami-Dade	Alberto Mito, Jr.	Joe Moretti Phase Two Developer, LLC	Redev	\$975,855.00	N	27	Y	Y		Y	80
2014-234C	Riolado Apartments	Miami-Dade	Liz Wong	APC Riolado Development, LLC	NC	\$2,072,900.00	N	27	Y	Y		Y	101
2014-236C	Rainbow Village I	Miami-Dade	James R. Watson	CDP - Rainbow Village I Developers, LLC	R	\$991,000.00	N	27	N	Y		Y	108
2014-237C	Tuscany Cove II	Miami-Dade	Carol Gardner	Tacolay Economic Development Corporation, Inc.; Stone Soup Development, Inc.; Toledo Development Group, LLC	NC	\$2,064,345.00	N	5	Y	Y		Y	112

RFA 2013-003 – Sorting Order

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-240C*	Four Forty Four	Miami-Dade	Liz Wong	APC Four Forty Four Development, LLC	NC	\$2,483,727.52	N	27	Y	Y		Y	10
2014-243C	Brownsville Transit Village V	Miami-Dade	Liz Wong	APC Brownsville Village V Development, LLC	NC	\$1,381,000.00	N	27	Y	Y		Y	24
2014-248C	MCR II Apartments	Miami-Dade	James R. Watson	CDP - MCR II Developers, LLC	NC	\$1,373,000.00	N	27	Y	Y		Y	39
2014-254C	Three Round Tower Phase One	Miami-Dade	Alberto Mito, Jr.	Three Round Tower Phase One Developer, LLC	Redev	\$2,561,000.00	N	27	Y	Y		Y	56
2014-260C	5th Avenue Apartments	Broward	Alberto Mito, Jr.	5th Avenue Apartments Developer, LLC	NC	\$1,702,468.00	N	18.5	Y	Y		Y	77
2014-264C	Biscayne River Village II	Miami-Dade	James R. Watson	CDP - Biscayne River Village II Developers, LLC	NC	\$1,095,000.00	N	27	Y	Y		Y	115
2014-268C	New Haven	Miami-Dade	James R. Watson	CDP - New Haven Developers, LLC	R	\$875,000.00	N	27	N	Y		Y	13
2014-271C	River Terrace Apartments	Miami-Dade	Liz Wong	APC River Terrace Development, LLC	NC	\$2,300,000.00	N	27	Y	Y		Y	28
2014-272C*	640 Andrews	Broward	Liz Wong	APC 640 Andrews Development, LLC	NC	\$1,908,970.58	N	27	Y	Y		Y	88
2014-274C	Avenue One	Miami-Dade	Liz Wong	APC Avenue One Development, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	34
2014-275C	Magic City Heights II	Miami-Dade	Liz Wong	APC Development II, LLC	NC	\$2,046,233.00	N	27	Y	Y		Y	94
2014-276C	Silver Palm Apartments	Miami-Dade	Liz Wong	APC Silver Palm Development, LLC	NC	\$2,215,000.00	N	27	Y	Y		Y	38
2014-277C	Northside Transit Village III	Miami-Dade	Liz Wong	APC Northside Property III Development, LLC	NC	\$2,462,000.00	N	27	Y	Y		Y	105
2014-278C	The Nexus	Miami-Dade	Liz Wong	APC The Nexus Development, LLC	NC	\$2,468,034.00	N	27	Y	Y		Y	47

**RFA 2013-003 – Sorting Order**

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	Dev Category	HC Request Amount	Eligible For Funding?	Total Points	Development Category Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
2014-279C	Seventh Avenue Transit Village II	Miami-Dade	Liz Wong	APC Seventh Avenue II Development, LLC	NC	\$2,100,000.00	N	27	Y	Y		Y	49
2014-280C	Seventh Avenue Transit Village I	Miami-Dade	Liz Wong	APC Seventh Avenue I Development, LLC	NC	\$2,110,000.00	N	27	Y	Y		Y	109
2014-281C	Magic City Heights	Miami-Dade	Liz Wong	APC Development I, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	51
2014-282C	Cielo II	Miami-Dade	Liz Wong	APC Development V, LLC	NC	\$1,123,000.00	N	27	Y	Y		Y	96
2014-283C	Cielo	Miami-Dade	Liz Wong	APC Development IV, LLC	NC	\$1,681,000.00	N	27	Y	Y		Y	98
2014-284C	Gardenia Grove	Miami-Dade	Liz Wong	APC Development III, LLC	NC	\$2,561,000.00	N	27	Y	Y		Y	46
2014-286C	Northside Transit Village II	Miami-Dade	Liz Wong	APC Northside Property II Development, LLC	NC	\$2,460,000.00	N	27	Y	Y		Y	100

\* HC Request Amount and Corporation Funding Per Set Aside adjusted during scoring

\*\* Corp Funding Per Set Aside adjusted during scoring

On January 31, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**EXHIBIT "B"**

**RFA 2013-003 – Review Committee Recommendations**

Total HC Available for RFA	10,052,825
Total HC Allocated	9,694,881
Total HC Remaining	357,944

Application Number	Name of Development	County	Name of Contact Person	Name of Developers	HC Request Amount	Eligible For Funding?	Total Points	Development Category	Funding Preference	Per Unit Construction Funding Preference	Leveraging Classification	Florida Job Creation Preference	Lottery Number
<b>First Miami-Dade Application Recommended</b>													
2014-239C	Wagner Creek	Miami-Dade	Matthew Rieger	HTG Miami-Dade 5 Developer, LLC	\$1,601,881.00	Y	27	Y	Y	Y	A	Y	3
<b>First Broward Application Recommended</b>													
2014-241C	Oakland Preserve	Broward	David O. Deutch	Pinnacle Housing Group, LLC; Building	\$1,435,000.00	Y	27	Y	Y	Y	A	Y	12
<b>Palm Beach Application Recommended</b>													
2014-201C	Silver Palm Place	Palm Beach	Francisco A. Rojo	Landmark Development Corp.;	\$2,110,000.00	Y	27	Y	Y	Y	A	Y	78
<b>Second Miami-Dade Application Recommended</b>													
2014-184C	Allapattah Trace	Miami-Dade	William T. Fabbri	The Richman Group of Florida, Inc.	\$1,987,000.00	Y	27	Y	Y	Y	A	Y	6
<b>Second Broward Application Recommended</b>													
2014-242C	Wisdom Village Crossing	Broward	Bill Schneider	Turnstone Development	\$2,561,000.00	Y	27	Y	Y	Y	A	Y	20

On January 31, 2014, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee's motion to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

**EXHIBIT "C"**

**10. Applicant Certification and Acknowledgement:**

- a. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
- b. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting.
  - (1) Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
    - (a) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), Management Company, General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 12 of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;
    - (b) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
    - (c) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type);
    - (d) The number of buildings with dwelling units; and
    - (e) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
  - (2) Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
    - (a) Certification of the status of site plan approval as of Application Deadline and certification that as of Application Deadline the site is appropriately zoned for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
    - (b) Certification confirming the availability of the following for the entire Development site, including confirmation that these items were in place as of the Application Deadline: electricity, water, sewer service, and roads for the proposed Development, as outlined in Item 13 of Exhibit C of the RFA;
    - (c) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been performed, as outlined in Item 13 of Exhibit C of the RFA;
    - (d) Selection of any construction features and amenities, as required in Item 4 of Exhibit C of the RFA;
    - (e) Selection of resident programs, as required in Item 5 of Exhibit C of the RFA;
    - (f) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
      - (i) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or
      - (ii) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
    - (g) For any Applicant that applied as a Non-Profit but was not considered to be a Non-Profit for purposes of the Non-Profit funding goal, the Applicant may submit any required materials to document its Non-Profit status in order to be eligible to qualify for the Non-Profit Administrative fee outlined in Item 11 of Exhibit C of the RFA;
    - (h)



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Last Updated: 11/8/2013 12:14:36 PM | Form Key: 1266

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Confirmation that all features and amenities committed to and proposed by the Applicant shall be located on the Development site;

- (i) Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both; and
- (j) Notification of the percentage of ownership of the Principals of the Applicant.

c. By submitting the Application, the Applicant acknowledges and certifies that:

- (1) The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules;
- (2) If the Elderly (ALF or non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the requirements for the applicable demographic commitment as outlined in Items 1, 4, and 5 of Exhibit C of the RFA;
- (3) The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect, as further outlined in Item 2 of Exhibit C of the RFA;
- (4) If the Applicant applies as a Non-Profit entity it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period;
- (5) The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant, and Service Provider (if the proposed Development is an Elderly Assisted Living Facility), will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter;
- (6) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal;
- (7) During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 5 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program;
- (8) The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation;
- (9) The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation;
- (10) The proposed Development will include all required construction features and amenities applicable to the Demographic selected, as outlined in Item 4 of Exhibit C of the RFA. The quality of the features and amenities committed to by the Applicant is subject to approval of the Board of Directors;
- (11)

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Last Updated: 11/8/2013 12:14:36 PM | Form Key: 1266

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The proposed Development will include all required resident programs applicable to the Demographic selected, as outlined in Item 5 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors;

- (12) The proposed Development will include the required set-aside units (for ELI Households and Total Set-Aside Percentage). The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development;
- (13) The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term;
- (14) The Applicant's commitments will be included in the Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
- (15) The applicable fees outlined in Item 11 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter; and
- (16) The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 8 of Exhibit C of the RFA.

- d. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
- e. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
- f. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
- g. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
- h. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
- i. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.
- j. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

Last Updated: 11/8/2013 12:14:36 PM | Form Key: 1266

Signature of Applicant [Handwritten Signature]  
 Name (typed or printed): William T. Fabbri  
 Title (typed or printed): Executive Vice President

**Addenda**

The Applicant may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify the particular item to which the additional information or explanatory addendum applies.

NOTES:

- (1) Developer fee may not exceed the limits established in Rule Chapter 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
- (2) If Housing Credit equity is being used as a source of financing, complete Columns 1 and 2. Otherwise, only complete Column 2.
- (3) General Contractor's fee is limited to 14% of actual construction cost (A.1.1. Column 3). The General Contractor's fee must be disclosed. The General Contractor's fee includes General Conditions, Overhead, and Profit.
- (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
- (5) The only Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction or Redevelopment and 15% for Development Category of Rehabilitation or Preservation.
- (6) Applicants using HC equity funding should list an estimated compliance fee amount in column 2.
- (7) Although the Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting, such costs are subject to the Total Development Cost Per Unit Limitation as provided in the RFA as well as the other cost limitations provided in Rule Chapter 67-48, F.A.C., as applicable.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 HC ELIGIBLE (HC ONLY)	2 HC INELIGIBLE	3 Total
<b>DEVELOPMENT COSTS</b>			
<b>Actual Construction Costs</b>			
Accessory Buildings			\$0.00
Demolition			\$0.00
New Rental Units	\$11,434,500.00		\$11,434,500.00
*Off-site Work (explain in detail)			\$0.00
Recreational Amenities			\$0.00
Rehab of Existing Common Areas			\$0.00
Rehab of Existing Rental Units			\$0.00
Site Work			\$0.00
*Other (explain in detail)			\$0.00
<b>A1.1. Actual Construction Cost</b>	<b>\$11,434,500.00</b>	<b>\$0.00</b>	<b>\$11,434,500.00</b>
<b>A1.2. General Contractor Fee (3)</b> (Max. 14% of A1.1., column 3)	<b>\$1,270,500.00</b>		<b>\$1,270,500.00</b>

**EXHIBIT "D"**

**2013 FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: \_\_\_\_\_  
(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: \_\_\_\_\_

Development Location: \_\_\_\_\_  
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

Zoning Designation: \_\_\_\_\_

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
  
The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of \_\_\_\_\_ has vested in me the authority to verify status of site plan approval as specified above and I further certify that the information stated above is true and correct.  
(Name of City or County)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

**EXHIBIT "E"**

STEARNS WEAVER MILLER  
WEISSLER ALHADEFF & SITTERSON, P.A.

92773  
\$400.00  
11/8/13

Linda Christian-Cruz, FRP  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
(305) 789-3281  
lchristian@stearnsweaver.com

November 6, 2013

VIA HAND DELIVERY

Irene S. Hegedus, Zoning Administrator  
City of Miami  
Department of Planning and Zoning  
444 SW 2<sup>nd</sup> Avenue/4th Floor  
Miami, FL 33130

**RE: 2013 FLORIDA HOUSING FINANCE CORPORATION VERIFICATION  
FORMS for property located at 3401 NW 17<sup>th</sup> Avenue – “Allapattah Trace”  
(the “Project”)**

Dear Irene:

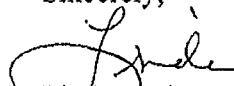
This firm represents The Richman Group of Florida, Inc., in connection with the above-captioned Project.

Enclosed please find the following supporting materials:

1. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations.
2. Local Government Verification of Status of Site Plan Approval for Multi-family Developments.
3. Site plan prepared by Corwil Architects, Inc.
4. Miami-Dade County Property Information Map Reports.
5. A check in the amount of \$400.00 in payment of the City's processing fees.

As you know the FHFC filing deadline is November 11<sup>th</sup>. We would appreciate your expeditious review and execution of the enclosed forms. If you have any questions, please do not hesitate to contact our office.

Sincerely,



Linda Christian-Cruz  
Florida Registered Paralegal

cc: Ryan D. Bailine, Esq.

#3195201 v1

2013 FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS

FHFC Application Reference: RFA 2013-003

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Allapattah Trace

NW 17th Ave, NW 17th Ave and NW 34th St, Miami

Development Location:

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

Zoning Designation: T6-8dT-3-0

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval or conceptual site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
  
The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

CERTIFICATION

I certify that the City/County of Miami (Name of City or County) has vested in me the authority to verify status of site plan approval as specified above and I further certify that the information stated above is true and correct.

[Signature]  
Signature

Irene S. Hegedus  
Print or Type Name  
Zoning Administrator  
Print or Type Title

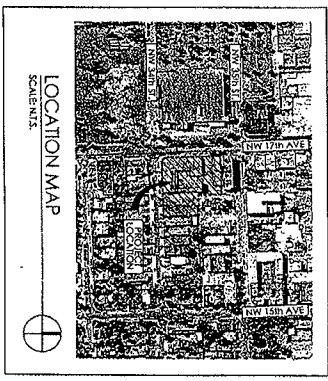
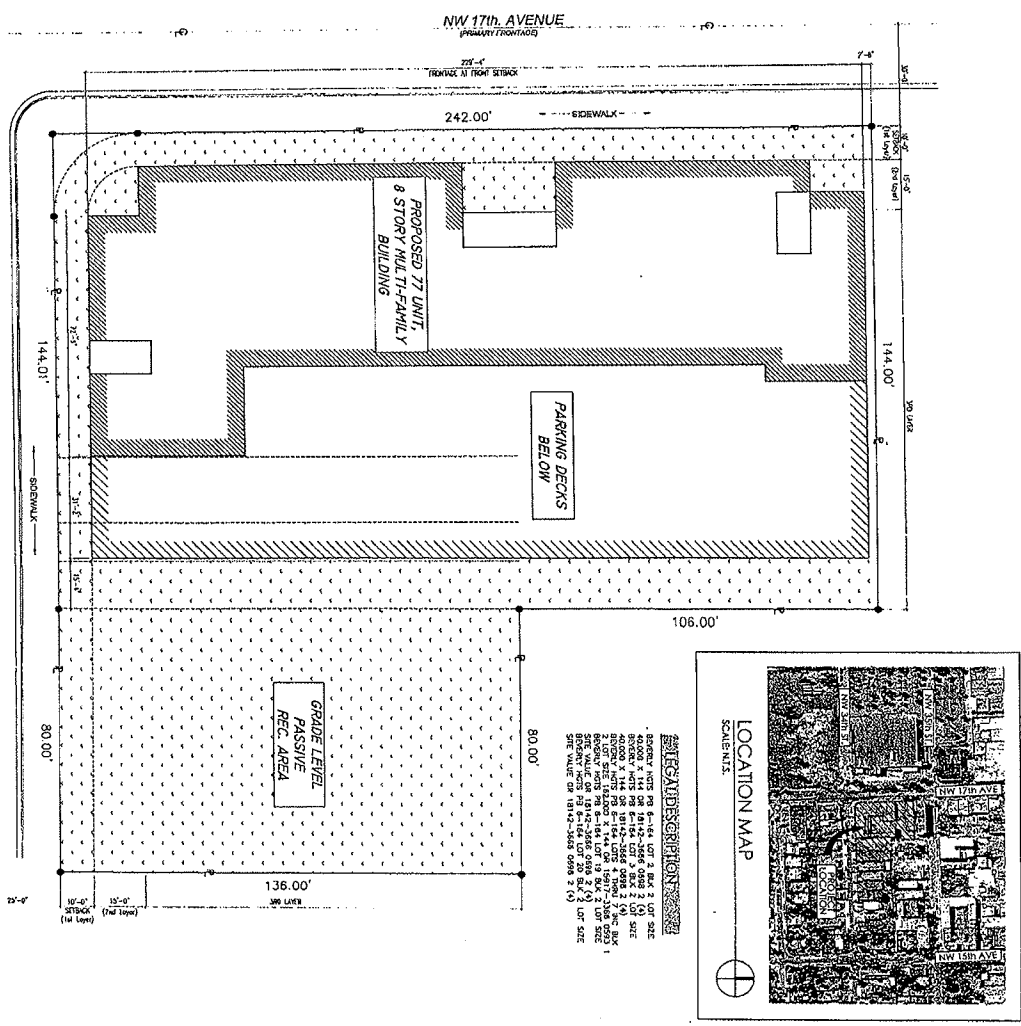
This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.



BUILDING DEPARTMENT	REQUIRED TR-8	REQUIRED T3	PROPOSED
1. Lot Area	5,000 s.f. min., 40,000 s.f. max.	5,000 s.f. min.	45,394 s.f. (0.0665 acre) T3-8 34,713 s.f. (0.5029 acre) T3 10,801 s.f. (0.1572 acre)
2. Lot Width	30 ft. min.	50 ft. min.	32 ft.
3. Lot Coverage	80% max. (27,985 s.f.)	1st floor 50% max. (5,540 s.f.)	36,224 s.f.
4. Above 3 Story	15,000 sq. ft. max. throughout for Residential Skidplate 30,000 sq. ft. max. throughout for Office & Commercial	N/A	N/A
5. Floor Lot Ratio (FLR)	200 min. (186,277 s.f.) 51,773 (583 s.f.)	N/A	114,898 (1,625 s.f.) 229,131 s.f.
6. Frontage at Front Street	100 ft. min. (186,277 s.f.) 100 ft. min. (186,277 s.f.)	250 ft. min. 100 ft. min.	19,202 s.f. 77 s.f.
7. Open Space Requirements	10% (186,277 s.f.) 10% (186,277 s.f.)	T3-0 186,277 s.f. (4.44)	32 (1.89)
8. Density	100 (186,277 s.f.) 100 (186,277 s.f.)	100 (186,277 s.f.)	36 (2.0)
9. Unit Mix	50% (186,277 s.f.) 50% (186,277 s.f.)	50% (186,277 s.f.)	10 (0.58)
BUILDING SETBACK			
a. Frontage	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
b. Side	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
c. Rear	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
d. Side of other 15	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
e. Side of other 14	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
f. Side of other 13	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
g. Abutting Side of other 13	10 ft. min., 20 ft. min. above 3 Story	10 ft. min.	10 ft.
BUILDING CONFIGURATION			
a. Corridor	Prohibited	Prohibited	Prohibited
b. T-shaped	Prohibited	Prohibited	Prohibited
c. U-shaped	Prohibited	Prohibited	Prohibited
d. Footprint	Prohibited	Prohibited	Prohibited
e. Stoop	Prohibited	Prohibited	Prohibited
f. Shopfront	Prohibited (10 ft. min. above 3 Story)	Prohibited	Prohibited
g. Gallery	Prohibited (10 ft. min. above 3 Story)	Prohibited	Prohibited
h. Staircase	Prohibited (10 ft. min. above 3 Story)	Prohibited	Prohibited
i. Balcony	Prohibited (10 ft. min. above 3 Story)	Prohibited	Prohibited
Max. Height	23 stories	23 stories and 25 ft. to same max.	23 stories and 25 ft. to same max.
PARKING	77 du. x 15 ft. x 115 ft. x 8 ft. (1,140 sq. ft.) Required: 124 Parking Spaces - Provides 124 Parking Spaces.	124 Parking Spaces	124 Parking Spaces

**ATTENTION LEGEND**

- 1. Lot Area
- 2. Lot Width
- 3. Lot Coverage
- 4. Above 3 Story
- 5. Floor Lot Ratio (FLR)
- 6. Frontage at Front Street
- 7. Open Space Requirements
- 8. Density
- 9. Unit Mix
- 10. Building Setback
- 11. Building Configuration
- 12. Max. Height
- 13. Parking



**SITE PLAN**  
 SCALE: 1/8"=1'-0"

DATE: 12/02/2013  
 DRAWN BY: F.E.A.  
 CHECKED BY: A.M.C.  
 TITLE: 2013B  
 SHEET NUMBER: A-1-100

**SITE PLAN & ZONING DATA**

PROJECT: ALLAP ATTAH  
 SCALE: 1/8"=1'-0"  
 THE RICHMAN GROUP  
 OFFICERS: RICHMAN GROUP  
 1715 NW 17th Avenue  
 MIAMI, FL 33135



**EXHIBIT "F"**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) by and between SOLAI 3401 LLC, Florida limited liability company ("Seller"), and THE RICHMAN GROUP OF FLORIDA, INC., a Florida corporation, and/or its assigns ("Purchaser").

### WITNESSETH:

In consideration of the mutual promises hereinafter set forth, Seller and Purchaser mutually agree as follows:

1. Purchase and Sale. Seller agrees to sell and convey and Purchaser agrees to purchase all of that certain tract and parcel of land located at the Northeast corner of NW 34<sup>th</sup> Street and NW 17<sup>th</sup> Avenue, Miami, Miami-Dade County, Florida, upon which Purchaser intends to construct 80 multifamily residential project together with related amenities and accessory uses (the "Contemplated Improvements"), all as more particularly described in the legal description set forth on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter described as the "Property").

The Property shall include all of the right, title and interest of Seller in and to the following:

- a. All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Property;
- b. All land use or other consents, authorizations, variances, waivers, licenses, permits, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Property;
- c. All percolation, soil, topographical, traffic, engineering and environmental reports or studies in the possession or control of the Seller, and all riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Property;
- d. All utility mains, service laterals, hydrants, connections, hook-ups and valves located on, or adjacent to, and servicing or available to service the Property; and
- e. Any and all other agreements, contracts, covenants, variances and rights, benefits and privileges related to or benefiting the Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price"), which Purchaser agrees to pay and Seller agrees to accept, is Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00), subject to the credits, prorations, and adjustments herein set forth. The Purchase Price shall be increased by \$35,000.00 per unit for each residential unit approved in the final site plan approval for the Property in excess of 80 units. The Purchase Price shall be payable as follows:

**EXHIBIT "A"**

**Legal Description of the Property**

Lots 2, 3, 4, 5, 6, 7, 19 and 20, Block 2, BEVERLY HEIGHTS, according to the Plat thereof, as recorded in Plat Book 6, page 164, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "G"**

164  
6-164

KNOW ALL MEN BY THESE PRESENTS: That THE HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the STATE OF FLORIDA, has caused to be made the attached map of BEVERLY HEIGHTS, a subdivision of the North Half (NH) of the North-west Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 26, Twp. 33 South, Rge. 9 E., Dade County, Florida.

The streets, avenues, and drives, as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes.

In Witness Whereof the said HOME SEEKERS REALTY COMPANY has caused to be affixed here to its corporate name and seal by its authorized officers.

HOME SEEKERS REALTY COMPANY,  
By: Joseph H. Gregory, President  
Richard J. Allen, Secretary

STATE OF FLORIDA, ss.  
COUNTY OF DADE, ss.  
I, Joseph H. Gregory, Secretary of the Home Seekers Realty Company, do hereby certify that the above and foregoing instrument and declaration, as the free and voluntary act of said corporation and of themselves for the uses and purposes therein stated, was signed, sealed, and delivered by the said corporation and of themselves on this 16th day of March, 1921.

Witness my hand and notarial seal of Miami, Dade County, Florida, this 16th day of March, 1921.  
Chas. S. Anderson  
Notary Public State of Florida.

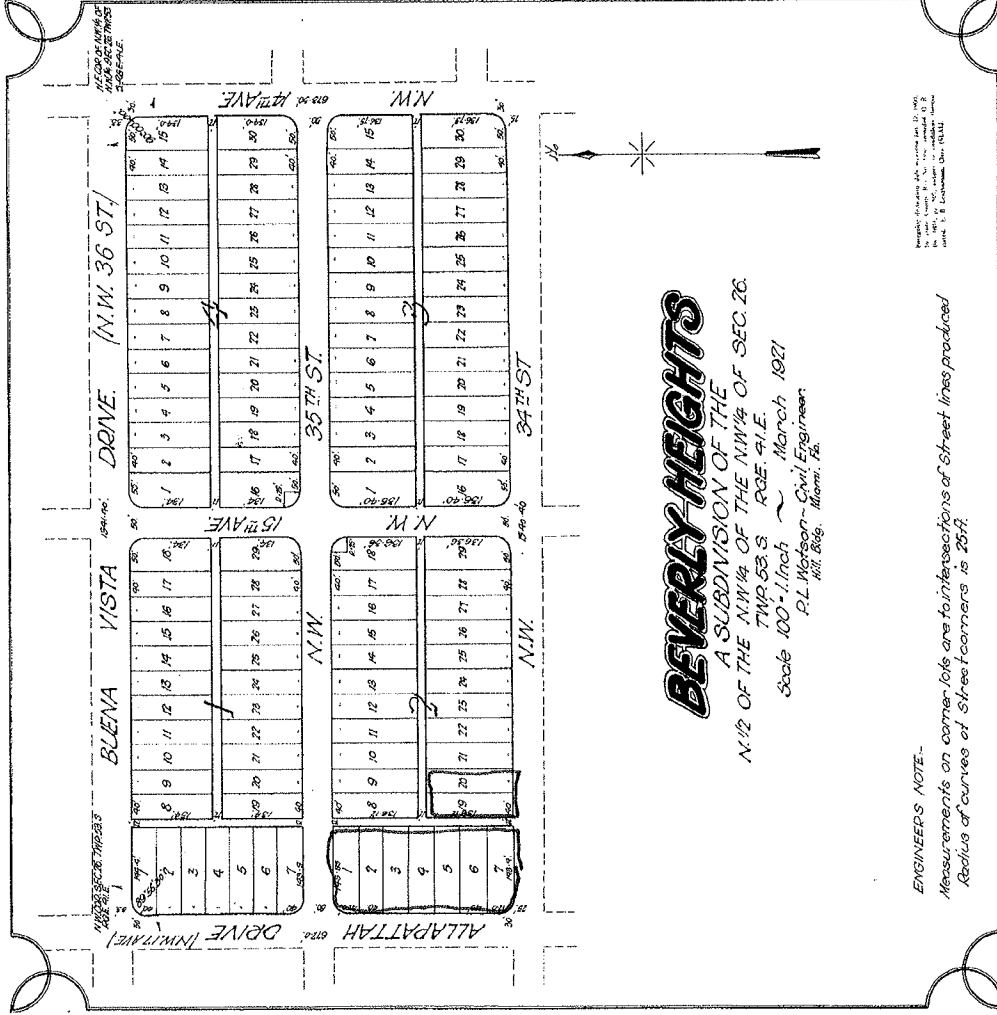
My commission expires: \_\_\_\_\_  
This Act was approved by the City Engineer of Miami, Florida, Charles T. Wilson, City Engineer.

This Act was approved by the County Engineer of Dade County, Florida, Richard J. Allen, County Engineer.

This Act was approved by Resolution No. 1510 passed and adopted by the City Council of Miami, Florida, March 23, 1921.  
Attest: Richard J. Allen, City Clerk.

I hereby certify that the attached map of BEVERLY HEIGHTS is a true and correct map of such property as recently surveyed and platted under my direction. R. L. Watson, Licensed Civil Engineer 1919.

Chas. S. Anderson  
164 Beverly Heights  
Chas. S. Anderson




# BEVERLY HEIGHTS

A SUBDIVISION OF THE NW 1/4 OF THE NW 1/4 OF SEC. 26 OF THE TWP. 33 S. RGE. 9 E. March 1921  
R. L. Watson - Civil Engineer  
401 806 - Miami, Fla.


ENGINEERS NOTE -  
Measurements on corners are to intersections of street lines produced  
Radius of curves of street corners is 20ft.

**EXHIBIT "H"**

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## Lazaro Solis Miami-Dade Property Appraiser



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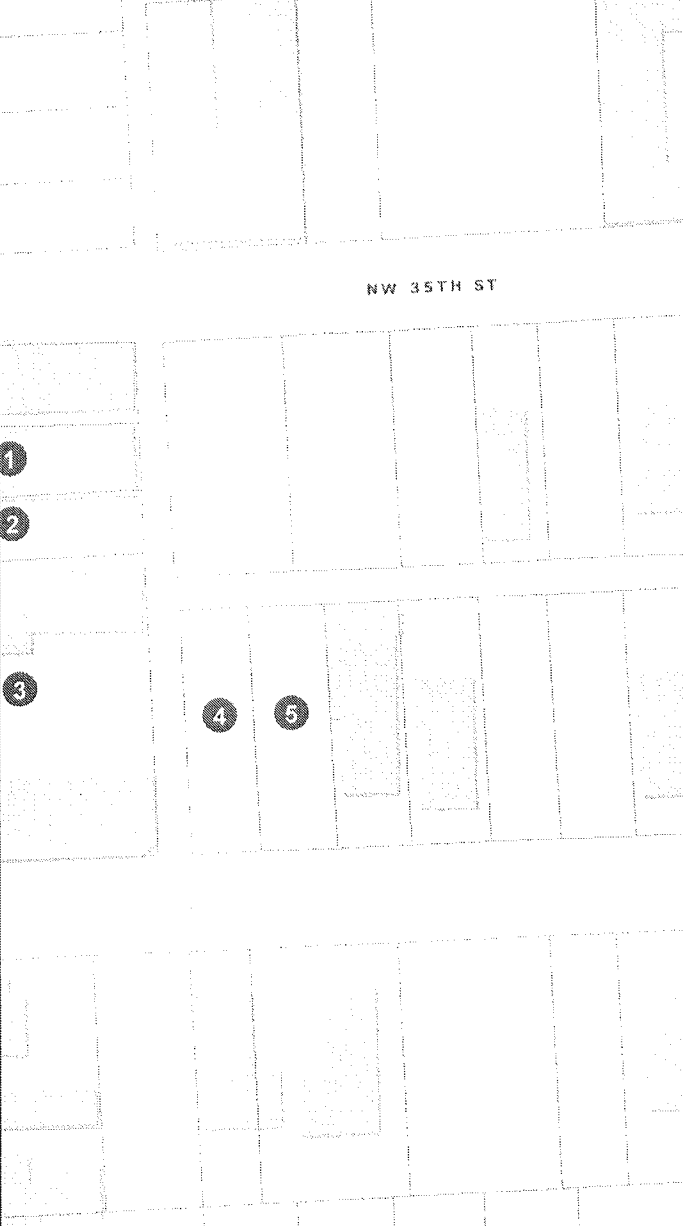
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Search:  | Street Map | Aerial Map

Click on the search result to get more information.

Matching Results: 5


- 1
- 2
- 3
- 4
- 5



NW 35TH ST


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## Lazaro Solis Miami-Dade Property Appraiser



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Search:


Click on the search result to get more information.

Matching Results: 5



The Office of the Property Appraiser and Miami-Dade County are continuously editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The Property Appraiser and Miami-Dade County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any information provided herein. See Miami-Dade County full disclaimer and User Agreement at <http://www.miamidade.gov/Info/Disclaimer.asp>. Property information inquiries, comments, and suggestions email: [pa@miamidade.gov](mailto:pa@miamidade.gov). GIS inquiries, comments, and suggestions email: [gis@miamidade.gov](mailto:gis@miamidade.gov).

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**EXHIBIT "I"**

## Gary J. Cohen

---

**From:** Rishel, Joe [jrishel@firstam.com]  
**Sent:** Friday, February 14, 2014 5:57 PM  
**To:** Robert Cheng; Maria D. Lamas; Siller, Alexis J  
**Cc:** Lowder, Ashley; Gary J. Cohen  
**Subject:** RE: 1062-3120861 - Pinnacle / Allapattah Trace (Miami-Dade County)

No, Sir... nothing whatsoever...

**Joseph D. Rishel**  
Vice President  
Senior Title Underwriter



*First American*

First American Title Insurance Company  
810 Scenic Highway, Pensacola, Florida 32503  
Direct: 850-466-4152  
Mobile: 850-384-4786  
Tollfree: 800-729-1161  
Email: [jrishel@firstam.com](mailto:jrishel@firstam.com)

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---

**From:** Robert Cheng [mailto:RCheng@shutts.com]  
**Sent:** Friday, February 14, 2014 4:37 PM  
**To:** Rishel, Joe; Maria D. Lamas; Siller, Alexis J  
**Cc:** Lowder, Ashley; Gary J. Cohen  
**Subject:** RE: 1062-3120861 - Pinnacle / Allapattah Trace (Miami-Dade County)

Thanks Joe. Presumably you did not come across anything that would evidence a vacation of the platted 12-foot alley between the east line of Lots 4-7 and the west line of Lot 19, correct?

---

**From:** Rishel, Joe [mailto:jrishel@firstam.com]  
**Sent:** Friday, February 14, 2014 5:24 PM  
**To:** Maria D. Lamas; Siller, Alexis J  
**Cc:** Robert Cheng; Lowder, Ashley  
**Subject:** RE: 1062-3120861 - Pinnacle / Allapattah Trace (Miami-Dade County)

Hi Maria:

The commitment that you needed is attached. I saw nothing in the Public Records that would indicate that the alley in question has been vacated. The Tax collector is not adding the alley to the taxable legal description in their records which they typically do after a vacation. It would seem that Solai 3401 LLC has only the same rights as the other Lot owners in the Block to utilize the alley way. Take care,  
Joe

**Joseph D. Rishel**  
Vice President  
Senior Title Underwriter



First American Title Insurance Company  
810 Scenic Highway, Pensacola, Florida 32503  
Direct: 850-466-4152  
Mobile: 850-384-4786  
Tollfree: 800-729-1161  
Email: [jrishel@firstam.com](mailto:jrishel@firstam.com)

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---

**From:** Maria D. Lamas [<mailto:MLamas@shutts.com>]  
**Sent:** Wednesday, February 05, 2014 10:50 AM  
**To:** Rishel, Joe  
**Cc:** Robert Cheng; Rhodes, Veronda B; Lowder, Ashley  
**Subject:** NEW SUPER RUSH ORDER - Pinnacle / Allapattah Trace (Miami-Dade County)

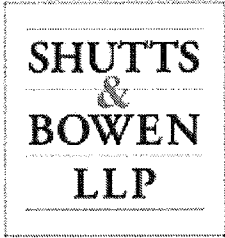
**Our File Reference: 16295-0249 (Please reference this File # on the report, invoice, statements and all correspondence relating to this order.)**

Hi, Joe, as a follow-up to my voice mail earlier, we need First American to verify whether or not the 12' alley as depicted in red on the attached plat of Beverly Heights was ever vacated or if there is anything of record giving owner (Solai 3401 LLC) private rights to the alley. Attached are copies of the property appraiser's printouts and vesting deeds to Solai 3401 LLC (Lots 2 through 7, Block 2 and Lots 19 and 20, Block 2 of Beverly Heights). I'm not sure what product to order. What would you suggest, how much would it cost and how quickly can you turn it around? This is a SUPER RUSH.

Thanks again for your attention to our requests.

Warm Regards,  
Maria

**Maria D. Lamas**  
*Florida Registered Paralegal*



**Shutts & Bowen LLP**  
1500 Miami Center, 201 South Biscayne  
Boulevard | Miami, FL 33131  
Direct: (305) 379-9184 | Fax: (305) 347-7784  
E-Mail | Website

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Thank you.

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Thank you.~  
\*\*\*\*\*  
FAFLD



*First American Title*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

---

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

### ***First American Title Insurance Company***



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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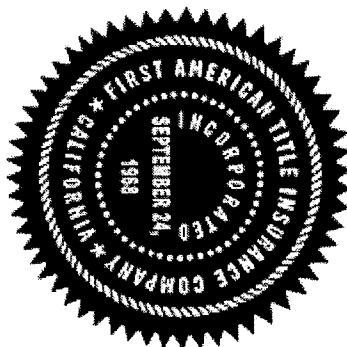
## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.



*First American Title*

ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643





*First American Title*

Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule A

Agent File Number: 16295.0249  
FAST File Number: 1062-3120861

1. Effective Date: **January 28, 2014 @ 8:00 A.M.**

2. Policy or Policies to be issued: Proposed Amount of Insurance:

a. Owner's Policy (Identify form used)  
ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) \$ **T.B.D.**

Proposed Insured: **A Natural Person or Legal Entity To Be Designated**

b. Loan Policy (Identify form used)  
ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) \$

Proposed Insured:

c. Loan Policy (Identify form used) \$  
ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

Proposed Insured: Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

**Solai 3401 LLC, a Florida limited liability company**

5. The land referred to in this Commitment is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

Shutts & Bowen LLP

By: \_\_\_\_\_  
Authorized Countersignature for Shutts & Bowen LLP  
(This Schedule A valid only when Schedule B is attached.)



*First American Title*

ISSUED BY

**First American Title Insurance Company**

## Exhibit A

Agent File Number: 16295.0249

FAST File Number: 1062-3120861

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Lots 2, 3, 4, 5, 6, 7, 19 and 20, of Block 2, of BEVERLY HEIGHTS, according to the Plat thereof, as recorded in Plat Book 6, at Page 164, of the Public Records of Miami-Dade County, Florida.



*First American Title*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule BI

Agent File Number: 16295.0249  
FAST File Number: 1062-3120861

### **REQUIREMENTS**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
  - a. Warranty Deed conveying the land from Solai 3401 LLC, a Florida limited liability company, to an insured to be determined. In connection with said deed, we will further require:
    - 1) Production of a copy of the articles of organization and regulations, if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and regulations, and all amendments thereto, and that the limited liability company has not been dissolved;
    - 2) That said deed shall be executed by all of the members, unless the articles of organization provides that the company shall be governed by managers; then said deed shall be executed by all of the managers, unless said articles of organization and regulations show no limitation on the authority of one member, or one manager, if applicable, to execute a conveyance;
    - 3) Should any member or manager, if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
    - 4) Certificate of Organization from the Secretary of State, showing the current status of said limited liability company;
    - 5) Satisfactory evidence of compliance with all requirements regarding conveying company property contained in the articles of organization and regulations, if adopted; and
    - 6) The Company reserves the right to make such further requirements as it deems necessary after review of any of the documentation required above.
5. Release of City of Miami Notice of Violation – Pending Lien, filed September 25, 2012, in Official Records Book 28285, at Page 4028. (Lots 4 through 7)
6. In relation to the Notice of Commencement filed October 28, 2013, in Official Records Book 28885, at Page 3565, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and

release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure. (Lot 2)

7. In relation to the Notice of Commencement filed December 12, 2013, in Official Records Book 28949, at Page 1911, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure. (Lots 4 through 7)
8. In relation to the Notice of Commencement filed December 12, 2013, in Official Records Book 28949, at Page 1949, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure. (Lots 4 through 7)
9. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
10. Proof of payment of all City of Miami assessments and/or impact fees.
11. Proof of payment of taxes and assessments for the year 2013, and prior years, plus any penalties and interest.
12. NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2013 ad valorem taxes show **PAID** in the gross amount of \$5,266.55 for Tax Identification No. 01-3126-038-0220. (Lot 2)
13. NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2013 ad valorem taxes show **PAID** in the gross amount of \$1,565.67 for Tax Identification No. 01-3126-038-0230. (Lot 3)
14. NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2013 ad valorem taxes show **PAID** in the gross amount of \$11,025.47 for Tax Identification No. 01-3126-038-0240. (Lots 4 through 7)
15. NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2013 ad valorem taxes show **PAID** in the gross amount of \$341.89 for Tax Identification No. 01-3126-038-0320. (Lot 19)
16. NOTE: The following is for informational purposes only and is given without assurance or guarantee: 2013 ad valorem taxes show **PAID** in the gross amount of \$250.85 for Tax Identification No. 01-3126-038-0330. (Lot 20)
17. The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
18. Note: Items 1, 2, 3, 4, and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions

from coverage relating to matters disclosed by the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.



*First American Title*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule BII

Agent File Number: 16295.0249  
FAST File Number: 1062-3120861

### **PART II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
9. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BEVERLY HEIGHTS, as recorded in Plat Book 6, at Page 164, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Agreement for Water and Sanitary Sewage Facilities, filed February 20, 2001, in Official Records Book 19506, at Page 1363. (Lots 4 through 7, less the West 5 feet)

12. Covenant Running with the Land in Favor of the City of Miami, filed October 6, 2004, in Official Records Book 22709, at Page 2394. (Lots 4 through 7)
13. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Agent File Number: 16295.0249  
Issuing Office File Number: 1062-3120861

Note: All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



02/14/2014

Re: Agent File Number: **16295.0249**  
FAST File Number: **1062-3120861**

Property Address:

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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**EXHIBIT "J"**

