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FLORIDA HOUSING FINANCE CORPORATION

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FLORIDA HOUSING  
FINANCE CORPORATION

TRINITY TOWERS PRESERVATION  
ASSOCIATES, LLLP,

Petitioner,

FHFC FILE NO.: 2012-024UC

vs.

Application No. 2011-205C

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.

\_\_\_\_\_ /

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

Pursuant to Sections 120.569 and 120.57, Florida Statutes (“F.S.”), Rule 67-48.005(2), Florida Administrative Code (“FAC”) and Rule 28-106.301, FAC, Petitioner, TRINITY TOWERS PRESERVATION ASSOCIATES, LLLP (“Petitioner”) requests reconsideration and reversal of certain scoring determinations concerning the scoring by Florida Housing Finance Corporation (“FHFC”) of Petitioner’s Application No. 2011-205C, and to then grant the relief requested. 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 this matter is 2011-205C.

## PETITIONER

2. The Petitioner is Trinity Towers Preservation Associates, LLLP, a Florida limited liability limited partnership. The address of the Petitioner is 40 Court Street Suite 700, Boston, Massachusetts 02108, telephone number (617) 261-9878. 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 its general partner and affiliate entities, Petitioner regularly submits applications for public financing of affordable housing developments. Petitioner's general partner and its affiliated entities have successfully completed the rehabilitation of numerous affordable housing developments in Florida using funding from programs administered by Respondent, Florida Housing Finance Corporation.

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

5. Florida Housing 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. Florida Housing'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 December 6, 2011, Petitioner timely submitted Application No. 2011-205C (the "Application") in Florida Housing's 2011 Universal Cycle application process. The Application sought an allocation of low income housing tax credits ("Tax Credits") to provide equity capital to acquire and rehabilitate a 162 unit

apartment complex (“Trinity Towers South”) in Melbourne, Brevard County, Florida. This Petition challenges the final scoring and ranking given to the Application by Florida Housing. Unless the final scoring and ranking of the Application is modified, Petitioner will not obtain an allocation of Tax Credits necessary to acquire and rehabilitate the Trinity Towers South development. 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**

#### **Florida Housing’s Programs**

8. Florida Housing 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 Florida Housing 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, Fla. Stat. These tax credits are allocated by Florida Housing 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. Florida Housing is the designated agency in Florida to allocate Tax Credits to developers of affordable housing in the state.

### The Universal Cycle

12. Florida Housing has historically allocated funding from the Multi-Family Bond, SAIL, HOME and Tax Credit Programs through a single annual application process. Since 2002, Florida Housing 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.

13. Florida Housing has adopted rules which incorporate by reference the application forms and instructions for the Universal Cycle as well as general policies governing the allocation of funds from the various programs it administers.

14. The Universal Cycle and the attendant extensive application review process are intended to equitably and reasonably distribute affordable housing throughout the state.

15. FAC Rule 67-48.004 sets forth the process used by Florida Housing to review the Universal Cycle applications and to determine funding allocations from the various programs. That process is summarized as follows:

- Developers submit applications by a specified date.
- Florida Housing staff reviews all applications to determine if certain threshold requirements are met. One of the threshold requirements is the provision of documentation demonstrating that the applicant has “site control.” Applications are awarded points based on a variety of features as programs for tenants, amenities of the development as a whole and of the tenants’ units, local

government contributions to the specific development, and local government ordinances and planning efforts that support affordable housing in general.

- Because of the likelihood that many applications will achieve a “perfect score,” Florida Housing has built into its scoring and ranking process a series of “tiebreakers” to determine the final ranking of applicants and to decide which projects get funded. The tiebreakers are utilized to differentiate between competing applicants that have all achieved the maximum highest score. The tiebreakers are written into the Application Instructions which, as indicated above, are incorporated by reference into Florida Housing’s rules.
- After Florida Housing’s initial review and scoring, a list of all applications, along with Florida Housing’s threshold determinations, initial scoring and tiebreaker points, is published on Florida Housing’s website (the “Preliminary Scores”). The applicants are then given a specific period of time to alert Florida Housing of any errors they believe were made in the Preliminary Scores with respect to competitors’ applications. These potential scoring errors are submitted through a Notice of Possible Scoring Error or “NOPSE.”
- After Florida Housing staff has reviewed the NOPSEs, a revised scoring summary (the “NOPSE Scores”) is published.
- Following the issuance of the NOPSE Scores, Applicants can “cure” their applications by supplementing, correcting or amending the application or its supporting documentation. Certain items are specified in Florida Housing’s rules that cannot be “cured.” A deadline is established after which no cures can be submitted.



- After all cures have been submitted, an applicant's competitors have an opportunity to comment on the attempted cures by filing a Notice of Alleged Deficiency or "NOAD." Florida Housing staff reviews all of the submitted cures and NOADs and prepares its "final" scoring summary for all applications. Florida Housing's "final" score for each application sets forth the staff's position on threshold issues, scoring and tiebreaker points. The "final" scores represent preliminary agency action which is accompanied by a point of entry for an applicant to request a formal or informal administrative proceeding on the scoring of its own application. An appeal procedure for challenging the final scores assigned by Florida Housing is set forth in FAC Rule 67-48.005.
- Following the completion of appeal proceedings, Florida Housing publishes final rankings which delineate the applications that are within the "funding range" for the various programs. In other words, the final rankings determine which applications are preliminarily selected for funding. The applicants ranked in the funding range are then invited into the "credit underwriting" process. The credit underwriting review of a development selected for funding is governed by FAC Rule 67-48.0072. In the credit underwriting process, third party financial consultants (selected by Respondent, but paid for by the individual applicants) determine whether the project proposed in the application is financially sound. The independent third party credit underwriter looks at every aspect of the proposed development, including the financing sources, plans and specifications, cost analysis, zoning verification, site control, environmental reports, construction contracts, and engineering and architectural contracts.

## 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 FHFC Tax Credit program. The application was submitted in an attempt to assist in the financing of the acquisition and rehabilitation of a 162 unit apartment complex in Melbourne, Brevard County, Florida.

(b) The application was scored by FHFC in accordance with the provisions of Rule 67-48, FAC. By letter dated on or about January 19, 2012, FHFC advised Petitioner that its preliminary score was 76 points, with 26.5 proximity tie-breaker points, 6 ability to proceed tie-breaker points, and that certain threshold requirements were not met. Of relevance in the instant case, FHFC found that the application failed the threshold requirement of "site control" because "the Purchase and Sale Agreement provided to demonstrate site control is incomplete. Although a page labeled Exhibit A, Legal Description, is included in the Agreement, the page is blank. No legal description was provided in the Application."

(c) On or about February 29, 2012, Petitioner submitted "cure" documentation to FHFC. In particular, Petitioner resubmitted the entire Purchase and Sale Agreement including a page labeled Exhibit A, Legal Description, providing a legal description for the subject property.

(d) On or about March 6, 2012, another applicant in the 2011 Universal Cycle submitted a Notice of Alleged Deficiency ("NOAD") challenging the scoring of Petitioner's application. The NOAD alleged that the application did not meet threshold requirements due to failure to properly document legal control of the proposed development site. In particular, the NOAD alleged that the seller of the subject property had only a leasehold interest in the property

and, as such, the Purchase and Sale Agreement was legally defective. The NOAD alleged that the actual owner of the property was the Board of County Commissioners of Brevard County, as evidenced by a lease agreement dated March 15, 1979.

(e) On or about March 28, 2012, FHFC advised Petitioner that its total points increased from 76 to 79, that Petitioner's total proximity tie-breaker points remained at 26.5 and its ability to proceed tie-breaker points remained at 6. FHFC also found that, with one exception, Petitioner had satisfactorily cured all failures to satisfy threshold requirements contained in the preliminary scoring of its application. FHFC found that Petitioner failed the threshold requirement of "site control", stating as follows:

"As a cure for Item 3T, the Applicant provided a copy of the December 5, 2011 Purchase and Sale Agreement between Trinity Towers South, Inc. ("Seller") and Trinity Towers Preservation Associates, LLLP ("Buyer"), including Exhibit A, legal description, and all other exhibits. Based on evidence provided by a NOAD, Trinity Towers South, Inc. does not own the property described in Exhibit A to the Purchase and Sale Agreement but rather leases the property from the Board of County Commissioners of Brevard County, Florida, pursuant to a March 15, 1979 Lease Agreement between Trinity Towers South, Inc. (Tenant) and the Board of County Commissioners of Brevard County, Florida (Landlord). The existence of this Lease calls into question Trinity Towers South, Inc.'s ownership of this property and its ability to sell it to the Applicant. As a result, the Applicant has failed to demonstrate site control as required in Part III.C.2. of the 2011 Universal Application Instructions."

(f) FHFC's scoring of Petitioner's "site control" is the subject matter of this Petition.

(g) Under the Tax Credit program, the Universal Cycle applications are scored by FHFC. A finite amount of Tax Credits are allocated to applicants in certain development categories (Preservation and Non-Preservation). Only those applications receiving the highest scores are awarded Tax Credits. Petitioner's ability to finance its proposed project



will be jeopardized if Tax Credits are not obtained; accordingly, Petitioner's substantial interests are affected by this proceeding.

(h) The final scoring of Petitioner's Application (finding that the Application had failed to meet the threshold requirement of site control) caused the Application to not be eligible for funding or receiving an allocation of Tax Credits in the 2011 Universal Cycle. But for this single scoring determination, Petitioner's Application would have been within the funding range for an allocation of Tax Credits in the 2011 year Universal Cycle. As set forth below, the Application should be found to have satisfied the threshold requirement of "site control", and should receive an allocation of Tax Credits in the 2011 Universal Cycle.

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

17. Petitioner received notice of FHFC's final scoring summary by delivery on or about March 28, 2012. Attached as Exhibit "A" is a copy of the Final Scoring Summary setting forth the scoring, which scoring gives rise to this Petition.

#### **ULTIMATE FACTS ALLEGED**

18. In Petitioner's initial Application submitted on or about December 6, 2011, Petitioner included evidence of site control by way of a fully executed Purchase and Sale Agreement dated December 5, 2011. FHFC found the initial Application to have failed the threshold requirement of site control because the Purchase and Sale Agreement did not include a legal description in Exhibit A thereto. Attached as Exhibit "B" is a copy of the scoring summary setting forth the preliminary scoring of Petitioner's Application.

19. Numerous Notices of Possible Scoring Error ("NOPSE's") were filed against the Petitioner's Application on or about January 25, 2012. None of the NOPSE's had any effect on the scoring of Petitioner's Application.

20. On or about February 29, 2012, Petitioner re-submitted the entire Purchase and Sale Agreement from its initial application, changing only the exhibits thereto pertaining to legal description and rent roll.

21. In the final scoring summary (attached as Exhibit "A"), FHFC determined that the threshold requirement of site control was failed for the reasons set forth in Paragraph 16(e) herein. It is important to note that Petitioner's "site control" in its Preliminary Score and in its NOPSE Score was not found to be deficient for the reasons set forth in Paragraph 16(e) stated herein. That is, the issue raised by the NOAD for the first time on or about March 6, 2012 (ownership of the property by a party other than Trinity Towers South, Inc.) was not an issue created by the submission of Applicant's cure documentation, as is required by FAC Rule 67-48.004(7) in order for a NOAD to be considered. FHFC found (in its final scoring) that Petitioner's Application failed threshold, even though the issue at hand (whether or not the seller identified in the Purchase and Sale Agreement owned a fee interest or a leasehold interest in the subject property) was not previously identified in either FHFC's preliminary scoring, in a NOPSE filed against Petitioner's Application, or in FHFC's NOPSE scoring. See FAC Rule 67-48.004(9) ("In determining final scores, no Application shall fail threshold... as a result of any issues not previously identified in the notices described in subsection (3) (preliminary scoring), (4) (NOPSE's) and (5) (NOPSE scoring) above").

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

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

22. FHFC has incorrectly determined that the arguments submitted by the NOAD filed against Petitioner's Application should be considered in determining whether Petitioner has satisfied the threshold requirement of site control. FAC Rule 67-48.004(9) clearly states that no

application shall fail threshold as a result of any issues not previously identified in preliminary scoring, in NOPSE's submitted against an application, or in NOPSE scoring. FAC Rule 67-48.004(9) continues on to state that "... inconsistencies created by the Applicant as a result of information provided pursuant to subsections (6) and (7) above (submission of cure documentation, and submission of NOADs, respectively) will still be justification for ... threshold failure." However, Petitioner's submission of its cure documentation (namely, a revised Purchase and Sale Agreement providing for no revisions other than the inclusion of certain missing exhibits) did not "create" any inconsistency. To the extent Petitioner's failure to satisfy the threshold requirement of site control existed all, it existed at such time as Petitioner initially submitted its application; the subsequent submission of cure documentation did not create any "inconsistency" with the earlier submitted documentation or application. As such, FAC Rule 67-48.004(9) should be found to prohibit FHFC from finding a threshold failure of site control.

23. FAC Rule 67-48.004(7) requires that, in order for a NOAD to be considered, it must be "... limited only to issues created by document revisions, additions, or both, by the Applicant submitting the Application pursuant to subsection (4) above (cure documentation)". In the instant case, Petitioner's resubmission of the Purchase and Sale Agreement together with exhibits missing from its initial Application, did not create any "issue". To the extent an "issue" existed with respect to whether the seller owned a fee interest in the subject real estate, such "issue" existed as of the date Petitioner submitted its initial Application with the identical Purchase and Sale Agreement; the submission by Petitioner of cure documentation did not "create an issue". As such, under FAC Rule 67-48.004(7) FHFC should not have considered the issue raised by the NOAD in question.

24. FHFC's determination that the seller (Trinity Towers South, Inc.) under the Purchase and Sale Agreement did not have the ability to sell the subject property to the Petitioner is incorrect. It was clearly the intent of the seller (as more fully explained herein) to transfer to Petitioner its interest in the existing apartment building. The existing apartment building (constructed after such time as the seller entered into the ground lease with Brevard County) is legally owned by the seller, subject only to reversion to Brevard County at such time as the underlying ground lease expires or is terminated. See discussion below under "Site Control". For this reason, FHFC's determination that the seller did not own the property being sold was incorrect.

25. Failure to find that Petitioner's Application satisfied the threshold requirement of site control will effectively eliminate Petitioner's project from the funding range, and would effectively elevate form over substance for no material reason. FHFC precedents in recent Universal Cycles recognize funding decisions should be based upon the merits of the proposals rather than technicalities or scrivener-type errors. It is well established in Florida law that a non-material, minor irregularity in a response submitted during a competitive application process can be disregarded. Harry Pepper & Assoc., Inc. v. City of Cape Coral, 352 So. 2d 1190, 1193 (Fla. 2d DCA 1978); Robinson Electrical Co. v. Dade County, 417 So.2d 1032 (Fla. 3d DCA 1982). In the instant case, the seller under the Purchase and Sale Agreement was the legal owner of the apartment building which was under contract to be sold to Petitioner; the failure to reference the underlying (freely assignable) ground lease constituted a non-substantive, minor error.

#### **SITE CONTROL**

26. Attached as Exhibit "C" is the lease agreement between Brevard County and the party selling the property to the Petitioner (Trinity Towers South, Inc.). This agreement evidences a ground lease between Brevard County and Trinity Towers South, Inc., and makes no

mention of any existing building or improvements on the site. Indeed, the ground lease makes several references to permitted HUD financing which will be utilized to construct residential housing on the site. Section 9 of the lease references the fact that the tenant must receive HUD approval (i.e., evidencing the fact that the 162 unit apartment complex being acquired by Petitioner had not yet been constructed). Included in Exhibit "C" is the Agreement to Enter Into Housing Assistance Payments Contract between HUD and Trinity Towers South, Inc., indicating that construction of the improvements did not commence (September 30, 1980) until after the lease was entered into with the County (March 15, 1979).

27. Under Florida law, when a tenant under a ground lease subsequently improves the leased premises with a building, the tenant is treated as the fee owner of the improvements (the building). See, for example, the real estate tax notices and information from the Brevard County property appraiser's website evidencing the fee ownership of the building on the leased premises by Trinity Towers South, Inc. attached as Exhibit "D". As such, Petitioner's Purchase and Sale Agreement with Trinity Towers South, Inc. for the acquisition of the 162 unit building should not have been found deficient by reason of the seller's lack of fee ownership of the building. The Seller did in fact legally own the improvements being sold to the Petitioner.

28. Section 7 of the aforementioned ground lease provides the conditions upon which the ground lease may be assigned. There is no restriction on assignability of the ground lease under Section 7. Rather, so long as the assignee (the Petitioner) specifically assumes the "public use obligations of paragraph two" of the lease, such lease is in fact freely assignable.

29. To summarize, Trinity Towers South, Inc. had full legal power and authority to (i) sell its fee interest in the improvements constructed upon the premises to Petitioner, and (ii) freely assign its interest in the County ground lease to Petitioner. County consent was not

required in order to assign the ground lease, and such assignment was within the control of Trinity Towers South, Inc. and was clearly contemplated by the Purchase and Sale Agreement.

30. As such, FHFC's finding that the existence of the ground lease calls into question Trinity Towers South, Inc.'s ownership of the property is without merit; Trinity Towers South, Inc. does own the apartment building being sold to the Applicant, and had full power and authority to assign its interest in the underlying ground lease to Petitioner as well.

31. Notwithstanding the foregoing analysis, FHFC erred in accepting the NOAD filed against Petitioner. The issue identified in the NOAD (whether or not Trinity Towers South, Inc. owns the subject property and was legally able to sell it to Petitioner) is not properly the subject of a NOAD filed under FAC Rule 67-48. Under FAC Rule 67-48.004(9), FHFC cannot find that an application fails threshold as a result of any issue not previously identified in preliminary scoring, a NOPSE or NOPSE scoring. The issue of ownership of the subject property did not arise at any of these stages of the scoring process. Further, the filing by Petitioner of its cure documentation (resubmitting the entire Purchase and Sale Agreement by including certain exhibits missing in its original application) did not create any inconsistency with any other item in Petitioner's application, and as such Applicant was not required to make any other changes to its application to keep it consistent as revised. FAC Rule 67-48.004(6). As such, there was no inconsistency created by the resubmission of the Purchase and Sale Agreement as a result of the information provided in cure documentation. As required under FAC Rule 67-48.004(7), a NOAD is limited only to issues created by document revisions, additions or both, submitted as cure documentation. The submission of the cure documentation did not create any inconsistency within Petitioner's application, and the issue identified in the NOAD was not previously identified in preliminary scoring, NOPSE or NOPSE scoring. As such, under Rule 67-48.004(9),



FHFC erred in accepting the NOAD since the issue raised therein was not previously identified and was not the result of any inconsistency created by the Petitioner's cure documentation.

### **RELEVANT RULES AND STATUTES**

32. FAC Rule 67-48, FAC, specifically incorporates the Tax Credit application. The instructions to Part III Section C.2 (incorporated by the aforementioned Rule) require, in relevant part, that Petitioner demonstrate "site control". For the reasons set forth herein, Petitioner should be found to have satisfied this threshold requirement.

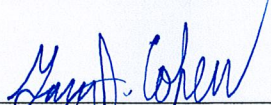
### **RELIEF SOUGHT**

33. The specific action which Petitioner wishes FHFC to take is to reverse its previous decisions and determine that Petitioner has met the threshold requirement of site control.

WHEREFORE, Petitioner respectfully requests FHFC:

1. Determine that Petitioner has satisfied the threshold requirement of site control set forth in Item 4T in the final scoring summary.
2. That the Application is entitled to an award of Tax Credits as a result of its position in the funding range for the 2011 Universal Cycle.
3. Such further relief as may be deemed necessary and appropriate.

Respectfully submitted,

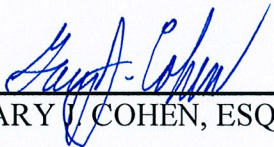
By:  \_\_\_\_\_

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**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 18<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
GARY J. COHEN, ESQ.

## **EXHIBIT A**

# Scoring Summary Report

File #: 2011-205C    Development Name: Trinity Towers South

As of: 03/27/2012

	Maximum Points/Eligibility	Preliminary	NOPSE	Final	Final Ranking
Met Threshold	Y/N	N	N	N	
Total Points	79	76.00	76.00	79.00	
Ability to Proceed Tie-Breaker Points	6	6.00	6.00	6.00	
Proximity Tie-Breaker Points	37	26.50	26.50	26.50	
Eligible for 1/8th Mile Ranking Preference	Y/N	N	N	N	
Eligible for Age of Development Tie-Breaker Ranking Preference	Y/N	Y	Y	Y	
Eligible for Concrete Construction Tie-Breaker Ranking Preference	Y/N	Y	Y	Y	
Eligible for Florida General Contractor Tie-Breaker Ranking Preference	Y/N	N	N	Y	
RA Level Classification (preference given to the lowest RA Level Classification)	1 - 6	1	1	1	

Scores:

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
<b>Developer</b>									
1S	II.	B.	1.c.	Housing Credit Development Experience	3.00	0.00	0.00	3.00	
<b>Construction Features and Amenities</b>									
2S	III.	B.	3.a.	Optional - NC & Rehab. Units	9.00	9.00	9.00	9.00	
3S	III.	B.	3.b.	Optional - All Developments Except SRO	12.00	12.00	12.00	12.00	
3S	III.	B.	3.c.	Optional - SRO Developments	12.00	0.00	0.00	0.00	
4S	III.	B.	3.d.	Optional - Universal Design & Visitability	10.00	10.00	10.00	10.00	
5S	III.	B.	5.a.(1)	Green Building Features (NC & Redev.)	7.00	0.00	0.00	0.00	
5S	III.	B.	5.a.(2)	Green Building Certification (NC & Redev.)	10.00	10.00	10.00	10.00	
5S	III.	B.	5.b.	Green Building Features (Rehab. & Preserv.)	10.00	0.00	0.00	0.00	
<b>Set-Aside Commitments</b>									
6S	III.	E.	1.b.(2)	Special Needs Households	4.00	4.00	4.00	4.00	
7S	III.	E.	1.b.(3)	Total Set-Aside Commitment	3.00	3.00	3.00	3.00	
8S	III.	E.	3.	Affordability Period	5.00	5.00	5.00	5.00	
<b>Resident Programs</b>									
9S	III.	F.	1.	Programs for Non-Elderly & Non-Homeless	6.00	6.00	6.00	6.00	
9S	III.	F.	2.	Programs for Homeless (SRO & Non-SRO)	6.00	0.00	0.00	0.00	
9S	III.	F.	3.	Programs for Elderly	6.00	0.00	0.00	0.00	
10S	III.	F.	4.	Programs for All Applicants	8.00	8.00	8.00	8.00	
<b>Local Government Contributions</b>									
11S	IV.	A.		Contributions	5.00	5.00	5.00	5.00	
<b>Local Government Incentives</b>									
12S	IV.	B.		Incentives	4.00	4.00	4.00	4.00	

Reason(s) Scores Not Maxed:

Item #	Reason(s)	Created As Result	Rescinded As Result
1S	The Applicant failed to provide the "Name of Principal of Developer" on the prior Housing Credit experience chart.	Preliminary	Final



**Threshold(s) Failed:**

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescheduled as Result of
1T	II.	B.	3.	General Contractor	The Applicant failed to provide the General Contractor or Qualifying Agent of General Contractor Certification form.	Preliminary	Final
2T	II.	B.	3.	General Contractor	The Applicant failed to provide the General Contractor's or qualifying agent's prior experience chart.	Preliminary	Final
3T	III.	C.	2.	Site Control	The Purchase and Sale Agreement provided to demonstrate site control is incomplete. Although a page labeled Exhibit A, Legal Description, is included in the Agreement, the page is blank. No legal description was provided in the Application.	Preliminary	Final
4T	III.	C.	2.	Site Control	As a cure for Item 3T, the Applicant provided a copy of the December 5, 2011 Purchase and Sale Agreement between Trinity Towers South, Inc. (Seller) and Trinity Towers Preservation Associates, LLLP (Buyer), including Ex. A, legal description, and all other exhibits. Based on evidence provided by a NOAD, Trinity Towers South, Inc., does not own the property described in Ex. A to the Purchase and Sale Agreement but rather leases the property from the Board of County Commissioners of Brevard County, Florida, pursuant to a March 15, 1979 Lease Agreement between Trinity Towers South, Inc. (Tenant) and the Board of County Commissioners of Brevard County, Florida (Landlord). The existence of this Lease calls into question Trinity Towers South, Inc.'s ownership of this property and its ability to sell it to the Applicant. As a result, the Applicant has failed to demonstrate site control as required in Part III.C.2. of the 2011 Universal Application Instructions.	Final	

**Ability To Proceed Tie-Breaker Points:**

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

Proximity Tie-Breaker Points:

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
<b>Transit Services</b>									
1P	III.	A.	10.a	Public Bus Stop	2.00	2.00	2.00	2.00	
1P	III.	A.	10.a	Public Bus Transfer Stop or Public Bus Transit Stop	6.00	0.00	0.00	0.00	
1P	III.	A.	10.a	Public Rail Station	7.00	0.00	0.00	0.00	
<b>Tier 1 Services</b>									
2P	III.	A.	10.a	Grocery Store	4.00	2.50	2.50	2.50	
3P	III.	A.	10.a	Public School	4.00	2.00	2.00	2.00	
3P	III.	A.	10.a	Senior Center	4.00	0.00	0.00	0.00	
4P	III.	A.	10.a	Medical Facility	4.00	3.00	3.00	3.00	
<b>Eligible for Tier 1 Service Score Boost (Yes/No)</b>						N	N	N	
<b>Total Tier 1 Service Score</b>					12.00	7.50	7.50	7.50	
<b>Tier 2 Services</b>									
5P	III.	A.	10.a	Public Park	2.00	1.75	1.75	1.75	
6P	III.	A.	10.a	Community Center	2.00	1.50	1.50	1.50	
7P	III.	A.	10.a	Pharmacy	2.00	2.00	2.00	2.00	
8P	III.	A.	10.a	Public Library	2.00	1.75	1.75	1.75	
<b>FHFC Proximity List</b>									
9P	III.	A.	10.b	Proximity to Developments on FHFC Development Proximity List	10.00	10.00	10.00	10.00	

Additional Application Comments:

Item #	Part Section	Subsection	Description	Comment(s)	Created as Result of	Rescinded as Result of
1C	V. B.		Developer Fee	The Applicant committed to defer \$1,753,228 of the Developer fee on the Commitment to Defer Developer Fee form. However, the Developer Fee is limited to 16 percent of the Development Cost. Therefore, only \$1,750,681 was used as a source of financing.	Preliminary	NOPSE
2C	V. B.		Pro Forma	The maximum Developer fee of 16% was exceeded by \$2,547. Therefore, the Developer fee and Total Development Cost were reduced by this amount.	Preliminary	NOPSE
3C	V. B.		Pro Forma	The maximum contingency reserve of 15% was exceeded by \$16,115. Therefore, the contingency reserves and the Total Development Cost were reduced by this amount.	Preliminary	
4C	III. A.	10.b.	Proximity to Developments on FHFC Development Proximity List	The Application qualifies for 10 automatic proximity points at Part III.A.10.b.(6) of the Application.	Preliminary	
5C	V. D.	1.	Non-Corporation Funding	The Applicant provided documentation of a Purchase and Sale Agreement for \$300,000 for a 3rd mortgage as a source of construction financing and \$300,000 for a 2nd mortgage as a source of permanent financing (Exhibit 49). However, the documentation references a page labeled Exhibit A, Legal Description, which is included in the Agreement but the page is blank. Therefore, it cannot be considered a source of financing. This had no material impact on the Development.	Preliminary	
6C	V. D.	1.	Non-Corporation Funding	The Applicant provided documentation of an existing 223 (F) HUD-Insured mortgage for \$3,456,000 for construction financing (Exhibit 48). The Applicant only used \$2,859,060 as a source for the 2nd mortgage on the construction analysis. However, because the commitment was provided, the amount used as a source of construction financing was increased to \$2,992,569 to minimize the construction financing shortfall.	Preliminary	Final
7C	V. B.		Developer Fee	The Applicant provided a Commitment to Defer Developer Fee form with the Developer committing to defer \$1,753,228 during construction and permanent financing. The total maximum amount of deferred Developer fee allowed is \$1,739,481, which is the amount utilized by Florida Housing as a source for construction and permanent financing.	NOPSE	Final

Item #	Part	Section	Subsection	Description	Comment(s)	Created as Result of	Rescinded as Result of
8C	V.	B.		Pro Forma	The maximum Developer fee of 16% was exceeded by \$13,747. Therefore, the Developer fee and Total Development Cost were reduced by this amount. This had no material impact on the Development's financing.	NOPSE	Final
9C	V.	B.		Pro Forma	The loan commitment provided states a loan commitment fee of 1% of the construction loan amount. However, the amount listed on the proforma for loan origination fee exceeds this amount. Therefore, the Total Development Cost was reduced by \$70,000. This had no material impact on the Development's financing.	NOPSE	
10C	V.	B.		Developer Fee	The Applicant provided a Commitment to Defer Developer Fee form with the Developer committing to defer \$1,753,228 during construction and permanent financing. The total maximum amount of deferred Developer fee allowed is \$1,750,681, which is the amount utilized by Florida Housing as a source for construction and permanent financing.	Final	
11C	V.	B.		Pro Forma	The maximum Developer fee of 16% was exceeded by \$2,547. Therefore, the Developer fee and Total Development Cost were reduced by this amount. This had no material impact on the Development's financing.	Final	

## **EXHIBIT B**

# Scoring Summary Report

File #: 2011-205C    Development Name: Trinity Towers South

As of: 01/19/2012

	Maximum Points/Eligibility	Preliminary	NOPSE	Final	Final Ranking
Met Threshold	Y/N	N			
Total Points	79	76.00			
Ability to Proceed Tie-Breaker Points	6	6.00			
Proximity Tie-Breaker Points	37	26.50			
Eligible for 1/8th Mile Ranking Preference	Y/N	N			
Eligible for Age of Development Tie-Breaker Ranking Preference	Y/N	Y			
Eligible for Concrete Construction Tie-Breaker Ranking Preference	Y/N	Y			
Eligible for Florida General Contractor Tie-Breaker Ranking Preference	Y/N	N			
RA Level Classification (preference given to the lowest RA Level Classification)	1 - 6	1			



**Scores:**

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
<b>Developer</b>									
1S	II.	B.	1.c.	Housing Credit Development Experience	3.00	0.00			
<b>Construction Features and Amenities</b>									
2S	III.	B.	3.a.	Optional - NC & Rehab. Units	9.00	9.00			
3S	III.	B.	3.b.	Optional - All Developments Except SRO	12.00	12.00			
3S	III.	B.	3.c.	Optional - SRO Developments	12.00	0.00			
4S	III.	B.	3.d.	Optional - Universal Design & Visitability	10.00	10.00			
5S	III.	B.	5.a.(1)	Green Building Features (NC & Redev.)	7.00	0.00			
5S	III.	B.	5.a.(2)	Green Building Certification (NC & Redev.)	10.00	10.00			
5S	III.	B.	5.b.	Green Building Features (Rehab. & Preserv.)	10.00	0.00			
<b>Set-Aside Commitments</b>									
6S	III.	E.	1.b.(2)	Special Needs Households	4.00	4.00			
7S	III.	E.	1.b.(3)	Total Set-Aside Commitment	3.00	3.00			
8S	III.	E.	3.	Affordability Period	5.00	5.00			
<b>Resident Programs</b>									
9S	III.	F.	1.	Programs for Non-Elderly & Non-Homeless	6.00	6.00			
9S	III.	F.	2.	Programs for Homeless (SRO & Non-SRO)	6.00	0.00			
9S	III.	F.	3.	Programs for Elderly	6.00	0.00			
10S	III.	F.	4.	Programs for All Applicants	8.00	8.00			
<b>Local Government Contributions</b>									
11S	IV.	A.		Contributions	5.00	5.00			
<b>Local Government Incentives</b>									
12S	IV.	B.		Incentives	4.00	4.00			

**Reason(s) Scores Not Maxed:**

Item #	Reason(s)	Created As Result	Rescinded As Result
1S	The Applicant failed to provide the "Name of Principal of Developer" on the prior Housing Credit experience chart.	Preliminary	

**Threshold(s) Failed:**

Item #	Part	Section	Subsection	Description	Reason(s)	Created as Result of	Rescinded as Result of
1T	II.	B.	3.	General Contractor	The Applicant failed to provide the General Contractor or Qualifying Agent of General Contractor Certification form.	Preliminary	
2T	II.	B.	3.	General Contractor	The Applicant failed to provide the General Contractor's or qualifying agent's prior experience chart.	Preliminary	
3T	III.	C.	2.	Site Control	The Purchase and Sale Agreement provided to demonstrate site control is incomplete. Although a page labeled Exhibit A, Legal Description, is included in the Agreement, the page is blank. No legal description was provided in the Application.	Preliminary	

**Ability To Proceed Tie-Breaker Points:**

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

**Proximity Tie-Breaker Points:**

Item #	Part	Section	Subsection	Description	Maximum Available Points	Preliminary	NOPSE	Final	Final Ranking
<b>Transit Services</b>									
1P	III.	A.	10.a	Public Bus Stop	2.00	2.00			
1P	III.	A.	10.a	Public Bus Transfer Stop or Public Bus Transit Stop	6.00	0.00			
1P	III.	A.	10.a	Public Rail Station	7.00	0.00			
<b>Tier 1 Services</b>									
2P	III.	A.	10.a	Grocery Store	4.00	2.50			
3P	III.	A.	10.a	Public School	4.00	2.00			
3P	III.	A.	10.a	Senior Center	4.00	0.00			
4P	III.	A.	10.a	Medical Facility	4.00	3.00			
<b>Eligible for Tier 1 Service Score Boost (Yes/No)</b>						N			
<b>Total Tier 1 Service Score</b>					12.00	7.50			
<b>Tier 2 Services</b>									
5P	III.	A.	10.a	Public Park	2.00	1.75			
6P	III.	A.	10.a	Community Center	2.00	1.50			
7P	III.	A.	10.a	Pharmacy	2.00	2.00			
8P	III.	A.	10.a	Public Library	2.00	1.75			
<b>FHFC Proximity List</b>									
9P	III.	A.	10.b	Proximity to Developments on FHFC Development Proximity List	10.00	10.00			

Additional Application Comments:

Item #	Part Section	Subsection	Description	Comment(s)	Created as Result of	Rescheduled as Result of
1C	V. B.		Developer Fee	The Applicant committed to defer \$1,753,228 of the Developer fee on the Commitment to Defer Developer Fee form. However, the Developer Fee is limited to 16 percent of the Development Cost. Therefore, only \$1,750,681 was used as a source of financing.	Preliminary	
2C	V. B.		Pro Forma	The maximum Developer fee of 16% was exceeded by \$2,547. Therefore, the Developer fee and Total Development Cost were reduced by this amount.	Preliminary	
3C	V. B.		Pro Forma	The maximum contingency reserve of 15% was exceeded by \$16,115. Therefore, the contingency reserves and the Total Development Cost were reduced by this amount.	Preliminary	
4C	III. A.	10.b.	Proximity to Developments on FHFC Development Proximity List	The Application qualifies for 10 automatic proximity points at Part III.A.10.b.(6) of the Application.	Preliminary	
5C	V. D.	1.	Non-Corporation Funding	The Applicant provided documentation of a Purchase and Sale Agreement for \$300,000 for a 3rd mortgage as a source of construction financing and \$300,000 for a 2nd mortgage as a source of permanent financing (Exhibit 49). However, the documentation references a page labeled Exhibit A, Legal Description, which is included in the Agreement but the page is blank. Therefore, it cannot be considered a source of financing. This had no material impact on the Development.	Preliminary	
6C	V. D.	1.	Non-Corporation Funding	The Applicant provided documentation of an existing 223 (F) HUD-Insured mortgage for \$3,456,000 for construction financing (Exhibit 48). The Applicant only used \$2,859,060 as a source for the 2nd mortgage on the construction analysis. However, because the commitment was provided, the amount used as a source of construction financing was increased to \$2,992,569 to minimize the construction financing shortfall.	Preliminary	

## EXHIBIT C

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LEASE AGREEMENT

THIS LEASE made this 15th day of March, 1979, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter called "Landlord", and TRINITY TOWERS SOUTH, INC., hereinafter referred to as "Tenant", which terms "Landlord" and "Tenant" shall include, wherever the context admits or requires, the singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

WITNESSETH:

That the landlord, in consideration of the covenants of the Tenant, does hereby lease and demise unto the Tenant and the Tenant hereby agrees to take and lease from the Landlord, for the term hereinafter specified, the premises:

The West 133 feet of Lot 5, the East 38.6 feet of the South 377 feet of Lot 5, the West 13.4 feet of the South 377 feet of Lot 6 and the East 68 feet of the West 81.4 feet of the South 258 feet of Lot 6 all North of Melbourne Avenue and of Pec's Unrecorded Subdivision in Section 3, Township 28, Range 37, Brevard County, Florida;

hereinafter referred to as the "leased premises".

FOR THE TENANT TO HAVE AND TO HOLD commencing on the 1st day of April, 1978, for a term of ninety-nine (99) years from said commencement date until the 31st day of March, 2077.

The Lease is granted and accepted upon the foregoing and upon the following terms, covenants, conditions and stipulations:

1. Rent: The Tenant shall pay as annual rent for the leased premises the sum of ONE DOLLAR (\$1.00) per year, payable in advance on the first day of each and every year. The Tenant shall pay all taxes, assessments and other charges which are at any time during the lease term levied upon the leased premises or which arise in respect to the occupancy or use thereof.

THIS INSTRUMENT PREPARED BY:

BILL WALKER  
SCHOOL BOARD ATTORNEY  
P.O. BOX 1084  
TITUSVILLE, FL. 32780

↓  
KAP...  
WILLIAM S. GELMICH  
P.O. BOX 820  
Melbourne, Florida 32901

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2. Use: The leased premises shall be used for the conduct of a Congregate Housing Facility which shall be open to all persons who qualify in accordance with the eligibility criteria contained in Exhibit "A" which is attached hereto and made a part hereof by this reference, and there shall be no discrimination on the basis of race, religion, color, sex, or national origin. In the event the Tenant modifies the use of the leased premises, such new use shall only be for a public purpose. The Tenant specifically understands that the Landlord received this property from the School Board of Brevard County with a reverter clause requiring the leased premises be used for a public purpose and the Tenant and its assigns and successors agrees to use the leased premises for a public purpose, except as the same has been modified by a Subordination Agreement executed by the School Board on February 13, 1979.

The Tenant at all times shall fully and promptly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises, as such shall relate to the cleanliness, use and occupancy of said premises, and the Tenant will pay all cost and expenses incidental to such compliance, and will indemnify and save harmless the Landlord free of expense or damage by reason of any notice, violations or penalties filed against or imposed upon the premises, or against the Landlord as owner thereof, because of the failure of the Tenant to comply with any of the provisions contained in this section. The Landlord may, after ten (10) days notice to the Tenant, comply therewith, and the cost and expense of so doing may be paid by the Landlord, or may be charged against the Tenant as additional rent, becoming due upon demand. The Tenant agrees to indemnify and save harmless the Landlord from and against any and all judgments, decrees, penalties, costs and expenses, by reason of such non-compliance.

3. Utilities: The Tenant shall pay for all sewage disposal service, water, gas, heat, electric, telephone, garbage collection and public utilities furnished it or consumed by it, in or upon the demised premises during the term hereof. Landlord shall not be responsible or liable, however, in any way for the quality, impairment, interruption, stoppage or other interference with any of such utility services.

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4. Repairs: The Tenant shall, at its own cost and expense, maintain in good condition and repair any and all buildings which are located on the demised premises. Without limiting the generality of the foregoing, within such repair responsibility the Tenant shall be included, the air conditioning and heating equipment and the replacement of all broken glass with glass of the same size and quality as that broken.

5. Indemnification: The Tenant agrees to indemnify and save harmless the Landlord from any and all claims or lost by reason of any accident or damage to any personal property happening on or about the demised premises, excepting, however, accident or damage caused by the negligent acts or omissions of the Landlord or its servants, agents or employees. The Tenant further agrees to carry, at its own expense, public liability insurance coverage on the leased premises, with a contract liability endorsement on the policy, with a company qualified to transact business in the state in which the leased premises are located, stipulating limits of liability of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for an accident affecting any one (1) person; not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for an accident affecting more than one (1) person; and FIFTY THOUSAND DOLLARS (\$50,000.00) property damage. This limit shall be raised to an amount which is agreed upon by the parties and the Department of Housing and Urban Development every five (5) years on the anniversary date of this lease. In the event the parties are unable to agree as to the increase in insurance limits, the Tenant shall every five (5) years increase the limits the same percentage the Consumer Price Index published by the U. S. Department of Labor has increased from the date the policy limits were last established. Insurance policies shall as a minimum be in an amount, and in such company or companies and in such form, and against such risks and hazards, as shall be approved by the Department of Housing and Urban Development.

6. Cleanliness and Nuisances: The Tenant shall at all times keep the interior and exterior of the building in a reasonably neat and orderly condition, shall not permit the premises or any portion thereof to be used for any illegal or unlawful purpose,

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will not make or suffer any waste of the premises or permit anything to be done in or upon the demised premises tending to create a nuisance thereon.

7. Assignment: The Tenant may not assign this lease or sublet the whole lease premises at any time during the term of this lease without such assignee or sublessee specifically assuming the public use obligations of paragraph two, except as the same is modified by the Subordination Agreement executed by the School Board.

8. Covenant Against Liens: The Tenant shall never, under any circumstances, have the power to subject the interest of the Landlord in the leased premises to any mechanic or material lien or liens of any kind. All persons who may hereafter during the life of the lease furnish work, labor, services or materials to the leased premises, on the request or order of the Tenant or any person claiming under, or by, or through the Tenant, must look wholly to the Tenant for compensation.

The Tenant covenants and agrees with the Landlord that the Tenant will not permit or suffer to be filed a claim against the interest of the Landlord in the leased premises. If during the lease term any liens of any kind are claimed or filed, it shall be the duty of the Tenant to cause the leased premises to be released from such claim.

The Tenant, however, may allow a mortgage to be filed against the Tenant's leasehold interest by the U. S. Department of Housing and Urban Development on the leased premises.

9. Site Plan Approval: The Tenant must receive the written approval of the Landlord as to the nature, size, type of construction, and location of all permanent facilities which are located on the leased premises, and for any major modification of such facilities. The Landlord will not unreasonably withhold its consent to any major modification of the leased premises which is consistent with the Tenant's use of the leased premises for the purposes described in paragraph 2 of this Lease Agreement.

10. Access: The Tenant understands and agrees that the Landlord and its assign shall have access from the adjacent property owned by the Landlord across the leased premises to Melbourne Avenue

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and New Haven Avenue. Such access shall be sufficient to provide for vehicular traffic including service vehicles. The route and limits of access reserved for the Landlord is shown in Exhibit "B" which is attached hereto and made a part hereof by this reference.

11. Construction: If the Tenant removes any building on the leased premises which encroaches on the Landlord's adjacent property, the Tenant shall remove the encroachment from the Landlord's property and fill and resod the Landlord's property.

12. MUD Loan: The Tenant is authorized to obtain a loan from the Department of Housing & Urban Development secured by a mortgage on this leasehold estate. The Tenant is also authorized to comply with the requirements of the Department of Housing & Urban Development prior to and subsequent to obtaining said loan.

If approved by the Department of Housing & Urban Development, Tenant may assign, transfer or sell his interest in the demised premises provided the assignee, transferee or purchaser specifically assumes the public use obligation for the leased premises contained in paragraph two.

Notwithstanding anything to the contrary contained herein the Tenant shall at all times have the right to convey its rights under this lease to the Department of Housing & Urban Development.

13. Severability: In the event a Court of competent jurisdiction declares any word, sentence, or paragraph of this Agreement as invalid, the rest of this Agreement shall remain in full force and effect.

14. Condemnation: If any or any part of the leased premises shall be taken by condemnation, that portion of any award attributable to the improvements or damage to the improvements shall be paid to the Department of Housing & Urban Development or otherwise disposed of as may be provided in the insured mortgage. Any portion of the award attributable solely to the taking of land shall be paid to the Landlord.

In the event of a negotiated sale of all or a portion of demised premises in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation, but the approval of the Department of Housing & Urban Development shall be required as to the amount and division of the payment to be received.

15. Permits: The Landlord agrees that, within thirty (30) days after receipt of written request from Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon.

16. Default: Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the Department of Housing & Urban Development, and the Department of Housing & Urban Development, its successors and assigns, shall have the right within any time within sixty (60) days from the date of such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after sixty (60) days from the date a notice of default is given to the Department of Housing & Urban Development, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises Landlord shall notify the Department of Housing & Urban Development. The Department of Housing & Urban Development shall have ninety (90) days from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Department of Housing & Urban Development's liability for ground rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to the Department of Housing & Urban Development within thirty (30) days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease the Department of Housing & Urban Development shall pay to the Landlord any unpaid ground rentals due or that would have become due under this lease to the date of the execution of the new lease, including any

taxes which were liens on demised premises and which were paid by Landlord, and any other charges due, less any net rentals or other income which landlord may have received on account of this property since the date of default under this lease.

17. Notices: All notices, demands and requests which are required to be given by the Landlord, the Tenant, or the Department of Housing & Urban Development shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given. Notices shall be sent to the landlord at County Administrator Courthouse Annex A, Titusville, Florida . Notices shall be given to the Tenant at 650 E. Strawbridge Ave., Melbourne, Florida , and Notices shall be sent to the Department of Housing & Urban Development at Peninsular Plaza, 661 Riverside Avenue, Jacksonville, Florida 32204 .

18. Modification: This lease shall not be modified without the consent of the Department of Housing & Urban Development.

19. Waiver: The waiver by the landlord of any of the Tenant's obligations or duties under this lease shall not constitute a waiver of any other obligation or duty of the Tenant under this lease.

IN WITNESS WHEREOF, the parties have executed and sealed this lease the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

R. C. Winstead, Jr.  
R. C. Winstead, Jr., Clerk

By: D. Gene Roberts  
D. Gene Roberts, Chairman (Landlord)

WITNESS:

TRINITY TOWERS SOUTH, INC.

William H. ...  
...

By: ...

ATTEST:

William H. ...



taxes which were liens on demised premises and which were paid by Landlord, and any other charges due, less any net rentals or other income which Landlord may have received on account of this property since the date of default under this lease.

17. Notices: All notices, demands and requests which are required to be given by the Landlord, the Tenant, or the Department of Housing & Urban Development shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given. Notices shall be sent to the Landlord at County Administrator Courthouse Annex A, Titusville, Florida. Notices shall be given to the Tenant at 650 E. Strawbridge Ave., Melbourne, Florida, and Notices shall be sent to the Department of Housing & Urban Development at Peninsular Plaza, 661 Riverside Avenue, Jacksonville, Florida 32204.

18. Modification: This lease shall not be modified without the consent of the Department of Housing & Urban Development.

19. Waiver: The waiver by the Landlord of any of the Tenant's obligations or duties under this lease shall not constitute a waiver of any other obligation or duty of the Tenant under this lease.

IN WITNESS WHEREOF, the parties have executed and sealed this lease the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

R. C. Winstead, Jr.  
R. C. Winstead, Jr., Clerk

By: D. Gene Roberts  
D. Gene Roberts, Chairman (Landlord)

WITNESS:

TRINITY TOVERS SOUTH, INC.

William D. Hays  
William D. Hays

By: William D. Hays  
ATTEST:

William D. Hays



EXHIBIT "A"

1. Eligibility for Occupancy: TRINITY TOWERS SOUTH, INC. is required to establish and maintain occupancy rules, rental rates, and charges necessary to insure maximum occupancy and use of this facility.
2. Eligibility Criteria of Occupant: The eligibility criteria for occupancy is as follows:
  - a. Families or persons shall be admitted regardless of race, creed, color, sex, or national origin.
  - b. Eligible occupants are:
    - (1) Persons who are 62 years of age or over;
    - (2) Families, the head of which (or spouse) is 62 years of age or over;
    - (3) Two related persons when both persons are 62 years of age or older;
    - (4) Two unrelated persons when both persons are 62 years of age or older.
  - c. Persons under age 62 who are not family members will be admitted as permanent residents only if their presence is essential for the physical care or economic support of the eligible occupant or occupants.
  - d. Handicapped single persons and families, the head of which (or spouse) is handicapped, also are eligible for occupancy. It must be determined, however, that the handicapped individual has a physical impairment which meets all of the following criteria:
    - (1) It is expected to be of long-continued and indefinite durations.
    - (2) It substantially impedes his/her ability to live independently.
    - (3) It is of such a nature that ability to live independently could be improved by more suitable housing conditions.
  - e. Developmentally disabled persons also shall be considered handicapped, but it is not required to admit developmentally disabled persons when such persons are so disabled that they are not capable of functioning within the program of the facility.
    - (1) A developmental disability is defined as a disability attributable to mental retardation, cerebral palsy, epilepsy, autism (or dyslexia resulting from these), or any other conditions closely related to mental retardation in terms of intellectual and adaptive problems.
    - (2) The handicap must originate before age 18, can be expected to continue indefinitely, and constitutes a substantial handicap.
  - f. The requirement limiting occupancy to senior citizens or the handicapped can be legally waived for a limited period, provided, (a) that a reasonable effort has been made to obtain occupancy by eligible persons, (b) the waiver is necessary to maintain the solvency of the project within a framework of reasonable rentals, and (c) the terms of the waiver stay within program objectives to the greatest extent possible.

OFF. REC.

2214

PAGE

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- (1) The waiver of the age eligibility requirement should be limited in time and scope to the narrowest extent considered necessary to achieve needed occupancy.
- (2) Waiver of the age requirement should be handled on a tenant-by-tenant basis rather than as built-in exceptions in the eligibility criteria, in order to avoid abuses and assure necessary supervision.
- (3) The waiver of the requirement limiting occupancy to senior citizens or the handicapped must receive the prior written approval of the landlord and such waiver must be made within a limited period of time.

3. Income Limitation: In addition to the above criteria, occupancy by persons and families shall be limited to those whose annual incomes at admission do not exceed the official maximum income limits established by the Secretary of Housing and Urban Development of the United States Government for the geographical area in which the project is located.

- a. Income limits that the income of the family shall not exceed 135 percent of the Public Housing Admission requirements, or 80 percent of the median income, or 80 percent of the BMIR, whichever is highest.
- b. In exceptional cases where physical default is foreseen or the survival of the project is threatened by competition from other projects or by the absence of sufficient market demand within the desired income level, the Department of Housing and Urban Development Area and Insuring Office Directors may increase or waive the admission income limits. Such increase or waiver shall require the prior written approval of the landlord. Such increase of the waiver shall be limited to one-year increments subject to subsequent review and renewal or cessation. During such periods, if any, the exception granted must be further conditioned to assure that preference shall always be given to those eligible under normal program criteria.

OFF. REC.

2214

PAGE

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Page 2 of Exhibit "A".

PART I OF THE  
AGREEMENT TO ENTER INTO HOUSING ASSISTANCE PAYMENTS CONTRACT

PRIVATE OWNER OR PHA OWNER PROJECT

HAP CONTRACT LIST NUMBER AND DATE: A-80-695 (09/12/80)	PROJECT NUMBER: FL29-2358-201
---	----------------------------------

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is made and entered into by and between the United States of America acting through the Department of Housing and Urban Development ("Government") and TRINITY TOWERS SOUTH, INC. ("Owner")

and WHEREAS, the Owner proposes to complete a housing project consisting of improvements and land, as described in the approved Final Proposal

and WHEREAS, the Owner and the Government propose to enter into a Housing Assistance Payments Contract ("Contract") upon the completion of said project for the purpose of making housing assistance payments to enable eligible Lower-Income Families ("Families") to occupy units in said project

and WHEREAS, the Owner is also the developer, or, if the developer is other than the Owner, the developer's name is ADVANCED CONTRACTOR INC.

NOW THEREFORE, the parties hereto agree as follows:

1.1 SIGNIFICANT DATES, CONTENTS OF AGREEMENT.

a. Time for Completion of Project. The time for completion of the project (see Section 1.2a) is September 30, 1981.

b. Date for Commencement of Work. The date for commencement of work (see Section 1.2b) is September 30, 1980

c. Contents of Agreement. This Agreement consists of Part I, Part II, and the following exhibits:

Exhibit A: The approved Final Proposal including, among other things, the architect's certification, the Affirmative Fair Housing Marketing Plan if required, evidence of management capability, and management program (if required).

Exhibit B: The Housing Assistance Payments Contract ("Contract") to be executed upon acceptable completion of the project;

Exhibit C: The schedule of completion in stages, if applicable: N/A

Exhibit D: The schedule of minimum rates of wages, if applicable; and

Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."]

Exhibit E - substitution of forms

This Agreement, including said exhibits, comprises the entire agreement between the parties hereto with respect to the matters contained herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except agreements entered into in writing which are not inconsistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between the Government and the lender or any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 SCHEDULE OF COMPLETION.

a. Time for Completion. The project shall be completed in accordance with Section 1.4 no later than the end of the period stated in Section 1.1a, or in stages as provided for in Exhibit C which identifies the units comprising each stage and the date of commencement and time for completion of each stage. Where completion in stages is provided for, all references to project completion shall be deemed to refer to project completion and/or completion of any stage, as appropriate.

b. Timely Performance of Work. The Owner agrees that no later than the date stated in Section 1.1b the work will be commenced and diligently continued. In the event the work is not commenced, diligently continued, and/or completed as aforesaid, the Government reserves the right to rescind this Agreement or take other appropriate action. The Owner shall report to the Government the date work was commenced and shall thereafter furnish the Government with periodic progress reports (quarterly unless more frequent reporting is required by the Government).

c. Delays. In the event there is delay in the completion due to strikes, lockouts, labor union disputes, fire, unusual delays in transportation, unavoidable casualties, weather, acts of God, or any other causes beyond the Owner's control, or by delay authorized by the Government, the time for completion shall be extended to the extent that completion is delayed due to one or more of these causes. No increase in the rents set forth in Exhibit B ("Contract Rents") may be granted on account of any such delays.

1.3 CONSTRUCTION PERIOD.

a. Changes. The Owner shall submit for Government approval any changes from Exhibit A which would materially reduce or alter his obligations or any changes which would alter the design or materially reduce the quality or amenities of the project. The Government may condition its approval of such changes on a reduction of Contract Rents. If such changes are made without prior Government approval, the Government may determine that Contract Rents shall be reduced or that the Owner shall remedy the defects or deficiencies as a condition for acceptance of the project. Contract Rents may not be increased by reason of any changes or modifications except those required by changes in local codes or ordinances made subsequent to execution of the Agreement, and then only if Government approval is obtained prior to incorporation of any such changes in the project.



*Commencement of Marketing.* The Owner shall commence and diligently continue marketing as soon as possible, but in any event no later than 90 days prior to the estimated completion date. The Owner shall notify the Government of the date of commencement of marketing. The Owner shall also comply with all reporting requirements under the Affirmative Fair Housing Marketing Regulations. Not later than 30 days prior to the estimated completion date and periodically thereafter, the Owner shall notify the Government of any units which he anticipates will be vacant on the effective date of the Contract. At the time the Contract is executed, the Owner shall submit a list of the dwelling units based as of the effective date of the Contract and a list of the units not so leased, if any. The Owner will be entitled to housing assistance payments for any unleased units pursuant to Section 1.6b of the Contract only if he has fully complied with the requirements of this paragraph, and the provisions of that Section.

#### 1.4 PROJECT COMPLETION.

- a. Conformance to Final Proposal. The completed project shall be in accordance with Exhibit A. The Owner shall be solely responsible for completion of the project.
- b. Notification of Completion. The Owner shall notify the Government when the work is completed and shall submit to the Government the evidence of completion described in paragraph c of this Section.
- c. Evidence of Completion. Completion of the project shall be evidenced by furnishing the Government with all of the following:
- (1) A set of as-built drawings.
  - (2) A certificate of occupancy and/or other official approvals necessary for occupancy.
  - (3) A certification by the Owner, which will be supported by the Owner's warranty in the Contract, that:
    - (i) The project has been completed in accordance with the requirements of this Agreement;
    - (ii) The project is in good and tenantable condition;
    - (iii) There are no defects, or deficiencies in the project except for ordinary punchlist items, or incomplete work awaiting seasonal opportunity such as landscaping and heating system test (such excepted items to be specified);
    - (iv) There has been no change in the evidence of management capability or in the proposed management program (if one was required) specified in his Final Proposal other than changes approved in writing by the Government in accordance with Section 1.3a; and
    - (v)<sup>1</sup> He has complied with the provisions of Sections 2.6 through 2.11 of this Agreement, and that to the best of his knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to the knowledge of the Owner or the Government, the Owner shall be required to place a sufficient amount in escrow, as determined by the Government, to assure such payments.
  - (4) A certification by the registered architect responsible for inspection of construction that such inspection was performed by him or under his supervision with the frequency and thoroughness required by the generally accepted standards of professional care and judgment, and that to the best of his knowledge, belief, and professional judgment:
    - (i) The project has been completed in conformance with the certified working drawings and specifications for the project or approved changes thereto (such changes to be listed);
    - (ii) The project is in good and tenantable condition;
    - (iii) There are no defects or deficiencies in the project except for ordinary punchlist items, or incomplete work awaiting seasonal opportunity such as landscaping and heating system test (such excepted items to be specified); and
    - (iv) The project has been constructed in accordance with applicable zoning, building, housing, and other codes, ordinances or regulations, as modified by any waivers obtained from the appropriate officials.
- d. Review and Inspection.
- (1) Within ten working days of the receipt of the evidence of completion, the Government shall review the evidence of completion for compliance with paragraph c of this Section.
  - (2) Within the same time period, a Government representative shall inspect the project in a manner sufficient to enable the inspector to report that he has inspected the observable elements and features of the project in accordance with professional standards of care and judgment and that, on the basis of the inspection, the project has been completed in accordance with the Agreement and that there are no observable conditions inconsistent with the evidence of completion, including the certifications of the Owner and the design or inspecting architects. If the inspection discloses defects or deficiencies, the inspector shall report these with sufficient detail and information for purposes of paragraphs f(1) and (2) of this Section.
- e. Acceptance. If the Government determines from the review and inspection that the project has been completed in accordance with the Agreement, the project shall be accepted.
- f. Acceptance Where Defects or Deficiencies Reported. If the project is not acceptable under paragraph e, the following shall apply:
- (1) If the only defects or deficiencies are punchlist items or incomplete items awaiting seasonal opportunity, the project may be accepted and the Contract executed. If the Owner fails to complete the items within a reasonable time to the satisfaction of the Government, the Government may, upon 30 days notice to the Owner, terminate the Contract and/or exercise its other rights thereunder.
  - (2) If the defects or deficiencies are other than punchlist items or incomplete work awaiting seasonal opportunity, the Government shall determine whether and to what extent the defects or deficiencies can be corrected, what corrections are essential to permit the Government to accept the project, whether and to what extent a reduction of Contract Rents will be required as a condition to acceptance of the project, and the extension of time required for the remaining work to be done. The Owner shall be notified of the Government's determinations, and, if he agrees to comply with the conditions, an agreement shall be entered into pursuant to which the defects or deficiencies will be corrected and the project then accepted. If the Owner is unwilling to enter into such agreement or if he fails to perform the agreement, the project shall not be accepted.
- g. Notification of Nonacceptance. If the Government determines that, based on the review of the evidence of completion and inspection, the project cannot be accepted, the Owner shall be promptly notified of this decision and the reasons.

<sup>1</sup> Strike this paragraph if the project involves fewer than nine Contract units.

- b. Arbitration. In the event the Owner disputes the Government determinations, he may submit the controversy to third-party arbitration at his expense, provided that the arbitration is advisory only.
- f. Completion in Stages. If the project is to be completed in stages, the procedures of this Section shall apply to each stage.

1.5 EXECUTION OF HOUSING ASSISTANCE PAYMENTS CONTRACT

- a. Time of Execution. Upon acceptance of the project by the Government pursuant to Sections 1.3 and 1.4, the Contract shall be executed first by the Owner and then by the Government.
- b. Completion in Stages. If completion is in stages, the Contract shall be executed upon completion of the first stage, and the number and types of completed units and their Contract Rents shall be shown in Exhibit A-1 of the Contract. Thereafter, upon completion of each successive stage, the signature block provided in the Contract for that stage shall be executed by the Owner and the Government, and Exhibits A-2, A-3, etc., covering the additional units, shall become part of the Contract.
- c. Unleased Units at Time of Execution. At the time of execution of the Contract, the Government shall examine the lists of dwelling units leased and not leased, referred to in Section 1.3b, and shall determine whether or not the Owner has met his obligations under that Section with respect to any unleased units. The Government shall state in writing its determination with respect to the unleased units and for which of those units it will make housing assistance payments pursuant to the Contract. The Owner shall indicate in writing his concurrence with this determination or his disagreement, reserving his rights to claim housing assistance payments for the unleased units pursuant to the Contract, without prejudice by reason of his signing the Contract.
- d. Contract Rents. The Contract shall state by unit size, amounts of housing assistance payments, and all other applicable terms and conditions, shall be as specified in the proposed Housing Assistance Payments Contract, except as provided in Section 1.3a and in paragraph f of this Section (where applicable).
- e. No Changes in Contract. Each party has read or is presumed to have read the proposed Contract. It is expressly agreed that there shall be no change in the terms and conditions of the Contract other than as provided in this Agreement.  
Paragraph f is N/A
- f. Adjustment of Contract Rents to Reflect Actual Cost of Permanent Financing. (The provisions of this paragraph shall apply if the project is permanently financed on or before the effective date of the Contract; if the permanent financing does not occur until after the effective date of the Contract, the adjustments contemplated by this paragraph 1 will be made in accordance with the comparable provisions contained in the Contract.) After the project is permanently financed, the Financing Agency shall submit a certification to the Government as to the actual financing terms. If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the initial Contract Rents shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The maximum Contract commitment shall not be reduced. If the actual debt service is higher, the Contract Rents shall not be increased.

1.6 GOVERNMENT ASSURANCE TO OWNER. The execution of this Agreement by the Government signifies that the faith of the United States is solemnly pledged to the payment of housing assistance payments pursuant to the Contract and that funds have been obligated by the Government for such payments.

1.7 RELOCATION REQUIREMENTS.<sup>3</sup> N/A

[Alternative provisions incorporate alternative 1 or 2, as applicable.]

Alternative 1 For projects which were without site occupants as of the date indicated in this alternative.

The Owner hereby certifies that the site of the project was without occupants as of the date of the Government notification to the Owner requesting the Owner to submit a Final Proposal.

Alternative 2 For projects which do not qualify for alternative 1.

- a. Owner Compliance with Relocation Act. The Owner agrees that pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, it undertakes liability for (1) the provision of relocation payments and assistance as prescribed in sections 202, 203, and 204 of the Act; (2) the provision of relocation assistance programs offering the services described in section 205 of the Act; and (3) assuring that within a reasonable period of time prior to displacement, Decent, Safe, and Sanitary replacement dwellings will be available to displaced persons.
- b. Relocation Payments Other than by Owner. The Government has determined that satisfactory commitments have been made for the funding of relocation payments required by sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>3</sup>Delete this paragraph unless the project is subject to 24 CFR, Section 830.125  
<sup>3</sup>Strike this Section in the case of a Private-Owner Project.

c. Relocation Payments by Owner. If paragraph b is inapplicable, the following shall apply:

- (1) The maximum potential amount of all relocation payments as estimated by the Government is \$ \_\_\_\_\_.
- (2) The Owner has deposited this amount in an escrow account under the terms of which payments may be made only upon presentation of written authorization by the Government for the purpose of meeting relocation payments.
- (3) The Owner hereby voluntarily undertakes liability for all relocation payments and agrees that, if the funds in the escrow account shall prove to be insufficient to meet all such relocation payments, he will deposit such additional amounts as the Government determines to be necessary for such purpose.
- (4) When the Government determines that there is no longer any potential liability for relocation payments, any balance in the escrow account shall be paid to the Owner.
- (5) The Owner agrees to hold harmless and to indemnify the Government for any costs incurred under sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in connection with the relocation of site occupants, and the Owner further agrees that the Government shall have the right to be reimbursed for any such costs by withholding from housing assistance payments payable to the Owner.

EFFECTIVE DATE. This Agreement shall be effective as of the date of execution by the Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in 5 original counterparts.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

United States of America  
Secretary of Housing and Urban Development

Approved as to Form and Legal  
Sufficiency:

Gerald R. Wright  
Gerald R. Wright, Area Counsel

By: [Signature]  
Director, Housing  
(Official Title)  
Jacksonville Area Office

Date: Sept 22, 1980

~~CORRECT WAGE RATES ARE ATTACHED~~

By: [Signature]  
VICENTE V. NAZARENO  
Title: LABOR RELATIONS OFFICER

OWNER: TRINITY TOWERS SOUTH, INC.  
[Signature]  
President  
(Official Title)

Date: September 18, 1980

**EXHIBIT D**

# Brevard County Tax Collector

generated on 4/17/2012 3:44:19 PM EDT

## Tax Record

Last Update: 4/17/2012 3:44:18 PM EDT

### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year		
2818127	REAL ESTATE	2011		
<b>Mailing Address</b> TRINITY TOWERS SOUTH INC 650 E STRAWBRIDGE AVE MELBOURNE FL 32901		<b>Property Address</b> 615 NEW HAVEN AVE E MEL  <b>GEO Number</b> 28370375503		
Exempt Amount	Taxable Value			
See Below	See Below			
<b>Exemption Detail</b>	<b>Millage Code</b>	<b>Escrow Code</b>		
A 5034790	34K0			
<b>Legal Description</b>				
28 370375 503 E 615 NEW HAVEN AVE FEE'S UNREC SUBD MELBOURNE NW 1/4 OF SE 1/4 PART OF LOTS 5 & 6 AS DES IN ORB 2214 PG 1640				
Ad Valorem Taxes				
Taxing Authority	Rate	Assessed Exemption Value	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.9063	5,034,790	5,034,790	\$0 \$0.00
BREVARD LIBRARY DISTRICT	0.5986	5,034,790	5,034,790	\$0 \$0.00
BREVARD MOSQUITO CONTROL	0.2151	5,034,790	5,034,790	\$0 \$0.00
S BREVARD REC DIST 2001-2020	0.1089	5,034,790	5,034,790	\$0 \$0.00
SCHOOL - BY STATE LAW	5.6140	5,034,790	5,034,790	\$0 \$0.00
SCHOOL - BY LOCAL BOARD	0.9980	5,034,790	5,034,790	\$0 \$0.00
SCHOOL - CAPITAL OUTLAY	1.5000	5,034,790	5,034,790	\$0 \$0.00
CITY OF MELBOURNE - OPERATING	6.9200	5,034,790	5,034,790	\$0 \$0.00
ST JOHNS RIVER WATER MGMT DST	0.3313	5,034,790	5,034,790	\$0 \$0.00
FLA INLAND NAVIGATION DIST	0.0345	5,034,790	5,034,790	\$0 \$0.00
SEBASTIAN INLET DISTRICT	0.1124	5,034,790	5,034,790	\$0 \$0.00
ENV END LD/WTR LTD 05-24	0.0422	5,034,790	5,034,790	\$0 \$0.00
ENV END LD/WTR LTD(DBTP) 05-24	0.1577	5,034,790	5,034,790	\$0 \$0.00
S BREVARD REC DIST (DBTP)01-20	0.4911	5,034,790	5,034,790	\$0 \$0.00
<b>Total Millage</b>	<b>22.0301</b>	<b>Total Taxes</b>		<b>\$0.00</b>
Non-Ad Valorem Assessments				
<b>Code</b>	<b>Levying Authority</b>			<b>Amount</b>
Y109	STORMWATER MELBOURNE			\$1,704.90
Y158	SOLID WASTE DISPOSAL			\$5,516.02
<b>Total Assessments</b>				<b>\$7,220.92</b>
<b>Taxes &amp; Assessments</b>				<b>\$7,220.92</b>
<b>If Paid By</b>			<b>Amount Due</b>	

	\$0.00
--	--------

Date Paid	Transaction	Receipt	Item	Amount Paid
1/17/2012	PAYMENT	1204845.0002	2011	\$7,076.50

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

**2011 NOTICE OF PROPOSED PROPERTY TAXES**

**Brevard County Taxing Authorities**

Post Office Box 429 • Titusville, Florida 32781-0429

**FOR PERMANENT CHANGE OF ADDRESS:** Detach and mail completed form to PO 429, Titusville, FL 32781-0429

New Address: \_\_\_\_\_

AUTO \*\*\*\*\*5-DIGIT 32901  
 TRINITY TOWERS SOUTH INC  
 650 E STRAWBRIDGE AVE  
 MELBOURNE, FL 32901-4759

Phone: (\_\_\_\_) \_\_\_\_\_

Authorized Signature \_\_\_\_\_ 2818127

**DO NOT PAY — THIS IS NOT A BILL**

<b>TAX ACCOUNT NUMBER</b> 2818127	28 370375 615 NEW HAVEN AVE E MELBOURNE 32901	5.03 <b>PROPERTY IDENTIFICATION</b> 32901	<b>MILLAGE CODE</b> 34K0
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**2011 TAXING AUTHORITY TAX INFORMATION**

TAXING AUTHORITIES	COLUMN 1				COLUMN 2		COLUMN 3		COLUMN 4	
	Last Year's Property Tax Information				This Year's Exemptions	This Year's Taxable Value	Your tax rate and taxes this year if NO budget change		Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes			Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	5894010	0	4.2717	0.00	5034790	0	5.0073	0.00	5.0073	0.00
BREVARD LIBRARY DISTRICT	5894010	0	0.5097	0.00	5034790	0	0.5986	0.00	0.5986	0.00
BREVARD MOSQUITO CONTROL	5894010	0	0.1832	0.00	5034790	0	0.2151	0.00	0.2151	0.00
S BREVARD REC DIST 2001-2020	5894010	0	0.1089	0.00	5034790	0	0.1276	0.00	0.1089	0.00
ENV END LAND & WTR AREAS LTD	5894010	0	0.0359	0.00	5034790	0	0.0422	0.00	0.0422	0.00
ENV ENDANG LAND ACQ 91-2010	5894010	0	0.0370	0.00						
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	5894010	0	5.1550	0.00	5034790	0	6.0335	0.00	5.6140	0.00
BY LOCAL BOARD	5894010	0	0.9980	0.00	5034790	0	1.1681	0.00	0.9980	0.00
SCHOOL CAPITAL OUTLAY	5894010	0	1.5000	0.00	5034790	0	1.7556	0.00	1.5000	0.00
MUNICIPAL SERVICES/COUNTY MSTU										
CITY OF MELBOURNE - OPERATING	5894010	0	5.9223	0.00	5034790	0	7.0944	0.00	6.9200	0.00
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	5894010	0	0.4158	0.00	5034790	0	0.4509	0.00	0.3313	0.00
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	5894010	0	0.0345	0.00	5034790	0	0.0356	0.00	0.0345	0.00
SEBASTIAN INLET DISTRICT	5894010	0	0.1124	0.00	5034790	0	0.1340	0.00	0.1124	0.00
VOTER APPROVED DEBT PAYMENTS										
ENV ENDANG LAND ACQ (DBTP) 91	5894010	0	0.0574	0.00						
ENV END LAND & WTR AREAS (DBT	5894010	0	0.1300	0.00	5034790	0	0.1577	0.00	0.1577	0.00
S BREVARD REC DIST (DBTP) 200	5894010	0	0.4911	0.00	5034790	0	0.4911	0.00	0.4911	0.00
<b>TOTAL TAXES</b>				<b>0.00</b>				<b>0.00</b>		<b>0.00</b>

**PROPERTY APPRAISER VALUE INFORMATION**

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
<b>THIS YEAR</b>	5034790	5034790	5034790
<b>LAST YEAR</b>	5894010	5894010	5894010

ASSESSED VALUE REDUCTION	APPLIES TO	2011 AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies	0
Non-Homestead 10% Cap	Non-School Tax Levies	0
Agricultural Classification	All Tax Levies	0
Other	All Tax Levies	0
EXEMPTIONS	APPLIES TO	2011 AMOUNT
First Homestead	All Tax Levies	0
Additional Homestead	Non-School Tax Levies	0
Limited Income Senior (County)	County General Fund Tax Levy	0
Limited Income Senior (City)	City Tax Levy	0
Widow/Widower	All Tax Levies	0
Other	All Tax Levies	5034790

**SEE REVERSE SIDE FOR DATES, TIMES, AND LOCATIONS OF BUDGET HEARINGS.**

If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2011, or if you are entitled to an exemption or classification that is not reflected, please contact the Brevard County Property Appraiser's office:

**Real Property:** Titusville: 321-264-6700; Melbourne: 321-255-4440; Palm Bay: 321-952-4574; Viera: 321-690-6880

**Tangible Personal Property:** Titusville: 321-264-6703; All other locations: 321-633-2199 X-6703

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser.

Petitions must be filed on or before September 19, 2011

**Jim Ford, C.F.A.**  
**Property Appraiser**  
**Brevard County, FL**



**Property  
 Research**

**Online  
 Homestead  
 Filing  
[CLICK HERE](#)**

**General Parcel Information for 28-37-03-75-00000.0-0005.03 Trim Notice**

<b>Parcel Id:</b>	28-37-03-75-00000.0-0005.03	<b>New!</b> Map II	Map/Ortho	Aerial	<b>Millage Code:</b>	34K0	<b>Exemption:</b>	Δ	<b>Use Code:</b>	7400
<b>* Site Address:</b>	615 E NEW HAVEN AVE , MELBOURNE 32901								<b>Tax Acct:</b>	2818127

\* Site address information is assigned by the Brevard County Address Assignment Office for E9-1-1 purposes; this information may not reflect community location of property.

Tax information is available at the [Brevard County Tax Collector's web site](#)  
 (Select the back button to return to the Property Appraiser's web site)

**Owner Information**

<b>Owner Name:</b>	TRINITY TOWERS SOUTH INC
<b>Second Name:</b>	
<b>Mailing Address:</b>	650 E STRAWBRIDGE AVE
<b>City, State, Zipcode:</b>	MELBOURNE, FL 32901

**Abbreviated Description**

<b>Sub Name:</b> FEE'S UNREC SUBD	NW 1/4 OF SE 1/4 PART OF LOTS 5 & 6 AS DES IN ORB 2214 PG 1640
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**Value Summary**

	2009	2010	2011
<b>* Market Value Total:</b>	\$6,726,410	\$5,894,010	\$5,034,790
<b>Agricultural Market Value:</b>	\$0	\$0	\$0
<b>Assessed Value Non-School:</b>	\$6,726,410	\$5,894,010	\$5,034,790
<b>Assessed Value School:</b>	\$6,726,410	\$5,894,010	\$5,034,790
<b>** Homestead Exemption:</b>	\$0	\$0	\$0
<b>** Additional Homestead:</b>	\$0	\$0	\$0
<b>** Other Exemptions:</b>	\$6,726,410	\$5,894,010	\$5,034,790
<b>*** Taxable Value Non-School:</b>	\$0	\$0	\$0
<b>*** Taxable Value School:</b>	\$0	\$0	\$0

**Land Information**

<b>Acres:</b>	3.02
<b>Site Code:</b>	324

\* This is the value established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

\*\* Exemptions as reflected on the Value Summary table are applicable for the year shown and may or may not be applicable if an owner change has occurred.



\*\*\* The additional exemption does not apply when calculating taxable value for school districts pursuant to amendment 1.

**Sales Information**

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	*** Sales Screening Code	*** Sales Screening Source	Physical Change Code	Vacant/Improved
2214/1640	1/1/1980	\$0	QC				

\*\*\* Sales Screening Codes and Sources are from analysis by the Property Appraiser's staff. They have no bearing on the prior or potential marketability of the property.

**Building Information Building Photos Drawings**

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Mater.	Floors Code	Ceiling Code
1	7400	1982	9	03	03	03	08	03	03	03

**Building Area Information**

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Bonus Rooms	RV Carport	RV Garage
1	103261	0	2836	0	0	2919	0	0	0	0	0	0

**Extra Feature Information**

Extra Feature Description	Units
SCREEN ENCLOSURE	192
ELEVATOR STOPS	6
PAVING	2675
PAVING	42250
LIGHT POLES	8
FENCE	3
ELEVATOR	3
CANOPY	3292

Data Last Updated: Tuesday, April 17, 2012- Printed On: Tuesday, April 17, 2012.

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