

**STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

**MADISON HEIGHTS, LTD. (2007-169C)  
(PROJECT NAME: MADISON HEIGHTS APARTMENTS)**

**Petitioner,**

**vs.**

**FLORIDA HOUSING FINANCE CORPORATION,**

**Respondent.**

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**DOAH Case No.:** \_\_\_\_\_  
**FHFC Application No. 2007-169C**

**FHFC Case No: 2007-062UC**

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FLORIDA HOUSING  
FINANCE CORPORATION

**PETITION FOR FORMAL  
ADMINISTRATIVE HEARING**

Petitioner, Madison Heights, Ltd., ("Madison Heights" or "the Applicant"), by and through its undersigned attorneys and pursuant to Sections 120.569 and 120.57(1), Florida Statutes (2006), and Rule 28-106.201 and Rule 67-48.005, Florida Administrative Code ("F.A.C."), hereby files its petition for a formal administrative hearing to review the scoring and proposed funding determination of the Florida Housing Finance Corporation ("FHFC" or "Corporation") with respect to the application/development submitted by Madison Heights seeking an allocation of housing credits from the 2007 Universal Application Cycle ("2007 Cycle") funding batch.

1. Petitioner's name, address and telephone number are:

Madison Heights, Ltd.  
615 Crescent Executive Court  
Suite 120  
Lake Mary, Florida 32803  
407-333-3233

2. The name, address, telephone and facsimile number of Petitioner's representatives for service purposes during this proceeding are:

J. Stephen Menton  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
215 S. Monroe Street, Ste. 420  
P.O. Box 551  
Tallahassee, FL 32302  
850/681-6788  
850/681-6515

3. The name and address of the affected agency are:

Florida Housing Finance Corporation  
227 N. Bronough Street  
City Centre Building, Room 5000  
Tallahassee, Florida 32301-1329

4. FHFC is a public corporation organized pursuant to Section 420.504, Fla. Stat., to provide and promote the public welfare by administering the governmental function of financing and refinancing affordable housing and related facilities in Florida. FHFC is governed by a Board of Directors (the "Board"), appointed by the Governor with the Secretary of the Department of Community Affairs sitting ex-officio. FHFC is an agency as defined in Section 120.52, Fla. Stat., and, therefore, is subject to the provisions of Chapter 120, Fla. Statutes.

### **The Housing Credit Program**

5. In 1987, Congress, in an effort to encourage the development of low-income housing for families, created federal income tax credits that are allotted annually to each state including Florida. The program is administered under Section 42 of the Internal Revenue Code. "Tax Credits" (sometimes referred to as "Housing Credits" or "HC") equate to a dollar for dollar reduction of the holder's federal tax liability which can be taken for up to ten years if the Internal Revenue Code

requirements are met. A developer awarded Housing Credits sells or syndicates the Housing Credits to generate a substantial portion of the funding necessary for the construction of a low income housing development.

6. FHFC is the statutorily created “housing credit agency” responsible for the allocation and distribution of Housing Credits in Florida to developers of rental housing for low income and very low-income families. See, Section 420.5099, Fla. Stat. (2006). In this capacity, FHFC administers the Low-Income Housing Tax Credit program (the “HC Program”) in Florida to determine which entities will be allocated Housing Credits for financing the construction or rehabilitation of low and moderate income rental units.

### **The Scoring and Ranking Process**

7. FHFC allocates Housing Credits (“HC”) through a competitive application process set forth in Rule 67-48.004, F.A.C. The application process in the Rule sets forth the submittal, evaluation and review procedures for the HC applications as well as for applications submitted to other housing programs administered by FHFC such as the Home Investment Partnership Program (“HOME”) and the State Apartment Incentive Loan Program (“SAIL”). Applicants compete for funding or an allocation of HC from limited allocations made from the program(s) during annual cycles commonly referred to as the “Universal Cycle.”<sup>1</sup>

8. Each year, FHFC adopts a rule which incorporates an application form for the Universal Cycle. FHFC also modifies its rules each year to reflect policy and procedural changes

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<sup>1</sup>The Universal Cycle is a single application process for the HC Program, the FHFC administered SAIL program under Section 420.5087, Fla. Stat., and the HOME Program operated by FHFC pursuant to the Federal Housing and Urban Development Regulations and 24 CFR Section 92.252.

applicable to that particular cycle. The amendments to Chapter 67-48, Fla. Admin. Code, for the 2007 Universal Cycle became effective on April 1, 2007.

9. As discussed in more detail below, to determine which applications will be funded or allocated HC, FHFC scores and competitively ranks the applications by program within set-aside categories.

10. Section 420.5093, Fla. Stat., requires FHFC to prepare an annual plan containing general guidelines for the allocation and distribution of Housing Credits. This plan is referred to as the Qualified Allocation Plan or "QAP." See, Rule 67-48.002(88), F.A.C. Housing Credits are apportioned geographically and based upon various set-asides and special targeting goals set forth in the QAP. The QAP is approved each year by the Governor and adopted by the Board consistent with the mandates of the Internal Revenue Code. See, 26 U.S.C.A. § 42 (m). The QAP is developed prior to the deadline for submitting applications and is provided to all applicants in their application packages.

11. Specific to the 2007 Universal Cycle, FHFC adopted the 2007 QAP which is incorporated by reference in Rule 67-48.002(88). For the 2007 Universal Cycle, a specific portion of HC were reserved for projects in large counties. The Madison Heights project is located in Hillsborough County which is considered a large county under the QAP.

12. The Corporation's scoring and evaluation process for HC applications is set forth in Rule 67-48.004, F.A.C. Under that Rule, the applications are preliminarily scored based upon factors contained in the application package the QAP and the FHFC rules. After the initial scoring, FHFC issues preliminary scores to all applicants.

13. Following release of the preliminary scores, competitors can alert FHFC of an alleged scoring error concerning another application by filing a written Notice of Possible Scoring Error (“NOPSE”) within a specified time frame. After the Corporation considers issues raised in a timely filed NOPSE, it notifies the affected applicant of its decision.

14. Applicants have an opportunity to submit “additional documentation, revised pages and such other information as the [a]pplicant deems appropriate to address the issues” raised by preliminary or NOPSE scoring. See, Rule 67-48.004(6), F.A.C. In other words, applicants can “cure” errors or omissions in their applications pointed out during preliminary scoring or raised by a competitor during the NOPSE process.

15. After affected applicants submit their “cure” documentation, competitors can file a Notice of Alleged Deficiencies (“NOAD”) challenging the quality or validity of a “cure.” Following the Corporation’s consideration of the cure materials submitted by the affected applicants and its review of the issues raised in the NOADs, FHFC publishes final scores for all the submitted applications.<sup>2</sup>

16. After scoring and ranking the applications submitted in the Universal Cycle, FHFC allocates the Housing Credits in accordance with the application instructions and the QAP.

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<sup>2</sup>FHFC issues scores in two different categories: Total Points and Proximity Tie-Breaker Points. Total Points are based upon the Corporation’s scoring of substantive information provided by an applicant. Proximity Tie-Breaker Points are based upon the proximity of the proposed development to various services, such as grocery stores, public transportation, and medical facilities. The number of points awarded in a particular tie-breaker category depends on how close the designated service is to the development. An applicant’s tie-breaker point total increases the closer the services are to the development.

17. This Petition seeks review pursuant to Section 120.57(1), Florida Statutes, of the funding determinations made by the Florida Housing Finance Corporation with respect to the allocation of HC from the 2007 Universal Cycle.

18. In order to obtain funding or an allocation of housing credits, an application must satisfy certain threshold requirements. One of the threshold requirements for all applicants in the 2007 Cycle was to demonstrate the sources and use of funds for the proposed project. An application that does not have firm financing commitments is not entitled to full points and/or does not meet threshold requirements. As discussed below, FHFC's final Rankings for 2007 incorrectly concluded that certain applicants had met threshold and/or had firm financing commitments.

19. Rule 67-48.005, Fla. Admin. Code, establishes a procedure through which an applicant can challenge the final score of a competing application through a written appeal. Notice of the final scores advised applicants who were adversely affected of the right to appeal the decision

#### **The 2007 FHFC Rankings and Funding Determinations**

20. In April 2007, Madison Heights and many other entities submitted applications seeking an allocation of HC from the 2007 Universal Cycle. Madison Heights' application was assigned Application Scoring No. 2007-169C (the "Application").

21. As discussed below, a certain portion of 2007, HC were reserved for projects in large counties. The proposed Madison Heights project is located in Hillsborough County which is considered a large county under the QAP.

22. In a Notice posted on its website dated September 21, 2007, FHFC released its final scoring, rankings and funding determinations for the applications in the 2007 Cycle (the "Rankings"). A copy of the final rankings is attached hereto as Exhibit A.

23. According to the Rankings, Madison Heights' Application received a final score of 66 points out of a possible 66 points. Nonetheless, Madison Heights was deemed to not be entitled to an award of HC. Essentially, FHFC' final scores and rankings indicated that several other projects in large counties achieved a perfect score and maximum tie-breaker points. Based upon these conclusions, FHFC made its funding determinations utilizing lottery numbers that had been assigned to each of the applications.

24. Madison Heights would be entitled to an allocation of Housing Credits from the 2007 Universal Cycle if FHFC followed its adopted rules and scored applications correctly and consistently. Through this Petition, Madison Heights challenges the conclusion that it is not entitled to an allocation of HC and seeks a determination that, under the QAP and applicable scoring criteria, the Madison Heights Application is entitled to an award of HC and should be funded.

25. The September 21, 2007 Notice advised applicants of their right to contest the FHFC's scoring, ranking and funding determinations regarding their applications by filing a petition for hearing on or before October 15, 2007. This Petition is timely filed. Under Rule 67-48.005, F.A.C., an applicant may petition for a formal hearing if the appeal involves disputed issues of material fact.

26. The following paragraphs provide more detail regarding FHFC's erroneous scoring of other applications in the 2007 Universal Cycle. As set forth below, FHFC's funding decision and the allocation of HC in large counties is based upon scoring and ranking of three other applications in the 2007 Universal Cycle. When these three applications (collectively the "Challenged Applications) are scored correctly, Madison Heights is entitled to funding.

### **Funding Determinations**

27. The Rankings listed the projects eligible for funding based upon the criteria delineated in the QAP. For Applicants seeking HC, the 2007 Applications were grouped and ranked based upon whether the proposed project was located in a small county, medium county or large county as defined in the QAP. The QAP allocated a portion of the HC to each of the designated county categories and within those categories established a maximum amount that could be awarded to particular counties.

28. The September 21 Rankings listed the Madison Heights project as an “eligible unfunded application.” In other words, even though Madison Heights met all threshold requirements and obtained a maximum total score, the FHFC rankings do not include Madison Heights within the funding range.

29. As noted above, the Madison Heights Application received the maximum available points in the Final Scoring of the applications. However, in the Final Ranking issued on September 21, FHFC erroneously concluded that Madison Heights was not entitled to an allocation of HC because the Challenged Applications had also achieved perfect scores and had lower lottery numbers. See attached Exhibit A. However, as set forth below, FHFC erred in determining that the “Challenged Applications” (three Hillsborough County applicants) competing against Madison Heights had obtained a maximum score and/or met threshold requirements. When those three Challenged Applications are correctly scored and evaluated, Madison Heights, is ranked within the funding range and is entitled to an award of tax credits. In other words, based upon a correct scoring and ranking of the 2007 applications, Madison Heights is entitled to an allocation of housing credits. Thus, Madison Heights' substantial interests are subject to a determination in this proceeding.

**Country Oaks**



30. One of the Hillsborough County projects listed in the funding range in the Rankings is Country Oaks Apartments, Application No. 2007-149C submitted by Royal American Development, Inc. The final Rankings issued by FHFC on September 21 for the 2007 Universal Cycle indicated that the Country Oaks Application had obtained a perfect score, met threshold and was entitled to an allocation of HC. As set forth below, Country Oaks' Application was erroneously deemed to have achieved maximum points and to have satisfied threshold requirements. Contrary to the scoring conclusions of FHFC, the Country Oaks Application has a funding shortfall because it erroneously included the depreciated existing units on its project site as part of the eligible basis for calculating the requested HC.

31. As part of the application process, applicants were required to demonstrate control of the project site. Country Oaks included within its Application a Real Estate Sales Agreement reflecting Country Oaks Apartments, Ltd., as the Seller, and Country Oaks Redevelopment, Ltd., at the Buyer. See attached Exhibit B. A review of the records of the State of Florida, Division of Corporations, reveals that Royal American Development, Inc. is the General Partner of both the Buyer and the Seller. Because the Buyer and Seller share the same General Partner, the applicant for this project is acquiring the site from a related person.

32. The proposed Country Oaks project is an acquisition/ rehabilitation development as set forth in its application. Pursuant to Internal Revenue Code § 42(d)(2)(B)(iii), a building previously placed in service is not eligible for acquisition credits if the building is sold to a related person. In this case, because the property site, (including the building) is being acquired from a related entity, the Internal Revenue Code specifies that the acquisition cost attributable to the building must be excluded from eligible basis. In other words, Country Oaks is not able to receive

tax credits on the portion of the acquisition cost attributable to the existing structure. However, Country Oaks' equity commitment letter (attached hereto as Exhibit C) requires that the Applicant obtain an annual allocation of tax credits in the amount of \$823,093. This amount is calculated by including the existing structure which has already been depreciated by the Seller, a related entity. Based on the IRS provision cited above, Country Oaks will not be able to obtain the full amount of Housing Credits required in its equity commitment letter because the acquisition costs attributable to the existing structure must be excluded from eligible basis. Under these circumstances, Country Oaks failed to meet threshold requirements because it is unable to satisfy the requirements contained in the equity commitment letter. Consequently, the Country Oaks Application should have been rejected and/or should not have been ranked.

33. If FHFC had properly rejected the Country Oaks application, Housing Credits would have been available to fund another project in Hillsborough County in accordance with the QAP. Madison Heights is one of the eligible projects in Hillsborough County that could be funded.

#### **The Tempo and The Ella**

34. In addition to Madison Heights, two other applications seeking Housing Credits for projects in Hillsborough County were listed in the September 21 Rankings as "eligible unfunded applications": the "Tempo," Application No. 2007-90C, submitted by Banc of America Community Development Corporation and the Housing Authority of the City of Tampa, and the "Ella," Application No. 2007-096C, submitted by Banc of American Community Development Corporation Housing Authority of the City of Tampa. Both of those applications were deemed by FHFC in the final Rankings to meet threshold requirements and were scored as receiving maximum points. Both of those projects had lower lottery numbers than Madison Heights and, thus, would potentially

qualify for funding prior to Madison Heights if the allocation currently assigned to Country Oaks is overturned. However, the Tempo and Ella applications were not properly evaluated, scored and ranked. As set forth below, both the Tempo and the Ella applications included proposed financing that was improperly deemed to be firm rather than conditional. When those applications are correctly scored and their tax increment financing recognized as conditional, Madison Heights is ranked higher and would be eligible for financing prior to either the Ella or Tempo.

35. Both the Ella and Tempo included within their respective applications a commitment for a construction and permanent loan from the Tampa Housing Authority. The commitment for the Ella is attached hereto as Exhibit D and the commitment for the Tempo is attached hereto as Exhibit E.

36. The Tampa Housing Authority has proposed to lend money to the Ella and the Tempo under a program entitled “Tax Increment Funding” or “TIF.” TIF funds are incorporated into the proposed sources of funds to finance both of the projects as reflected in the applications.

37. Both the Ella and Tempo Applications included the same contract for the purchase of the real property from the Housing Authority of the City of Tampa. This contract is dated March 9, 2007. A copy of the contract is attached hereto as Exhibit F. The contract was submitted to satisfy the requirements of demonstrating that the Applicant had control of the site on which the project was to be located. Section 12.4 of the Contract for Purchase and Sale of Real Property between the Housing Authority of Tampa as the Seller and the Central Park Development Group, LLC, as the Buyer, requires the Buyer to enter into a Master Development Agreement with the City of Tampa relating to a TIF.

38. Allocation of TIF funds requires authorization by the County Commission. No evidence was presented in the applications to prove that such approval had been obtained. Consequently, proposed funding for the projects is at best conditional and the applicants should not have been awarded full points for their financing.

39. In addition, on September 6, 2007, the Supreme Court of Florida ruled that TIF funding requires approval through a local referendum. A copy of the Supreme Court's opinion is attached hereto as Exhibit G. Hillsborough County has not conducted a referendum to authorize the use of TIF funds for either the Ella or Tempo. Absent approval by the County Commission and referendum approval, the TIF funds for the Ella and the Tempo cannot be considered firm financial commitments. Correctly scoring the Ella and Tempo to reflect the lack of firm evidence of the ability of the projects to obtain TIF funds, results in a less than total maximum point score for both the Ella and Tempo. Alternatively, based upon the information submitted with the applications, both applications must be rejected due to a funding shortfall. Either result compels the conclusion that Madison Heights should have been ranked higher than both the Ella and the Tempo. As a result, Madison Heights should be ranked in the scoring range and is entitled to allocation of Housing Credits from the 2007 Universal Cycle.

### **Conclusion**

40. Properly scoring, evaluating and ranking Country Oaks, the Tempo and the Ella results in Madison Heights being ranked in the funding range for Housing Credits for large county projects located in Hillsborough County.

41. FHFC should have rejected the Challenged Applications because the Challenged Applications failed to demonstrate Project Feasibility and Economic Viability as mandated by

Sections 420.5087(c)(9) and (10), Florida Statutes, and Part 1, Exhibit I and Part V.B. of the 2007 Universal Application Instructions, and paragraph 14 of the Threshold Requirements.

**DISPUTED ISSUES OF MATERIAL FACT AND LAW**

42. Specific disputed issues of material fact and law in this proceeding include, but are not limited to the following:

a. Whether Country Oaks satisfied the threshold requirements or whether it should have been rejected;

b. Whether the Application and/or the Cure documents submitted for the Tempo and Ella demonstrated that the applicants had firm financing commitments;

c. Whether FHFC erred in its evaluation and scoring of the Country Oaks, Tempo and Ella Applications;

d. Whether Country Oaks improperly or incorrectly included existing units owned by a related entity in calculating the amount of HC that it was entitled to receive;

e. Whether the Tempo and the Ella have obtained all of the necessary approvals for the tax increment financing included in the proposed financing;

f. Whether the Madison Heights Application was excluded from the funding range in 2007 Universal Cycle as a result of FHFC's erroneous scoring of other applications and, in particular, the Country Oaks, Ella and Tempo Applications.

g. Whether Country Oaks is eligible for the full allocation of tax credits requested under the IRS Standards for Treatment of existing structures in basis;

h. Whether the September 21 Final Rankings are based upon correct scoring of the submitted applications, in particular the Country Oaks, Ella and Tempo applications;

i. Whether there is any basis in law or fact for differential scoring treatment of the conditional financing submitted with respect to the Ella and Tempo Applications;

j. Whether there is any basis in law or fact for excluding Madison Heights from the funding range for the 2007 Combined Cycle;

#### **ULTIMATE FACTS AND LAW**

43. As a matter of ultimate fact and law, Madison Heights states that its Application is entitled to an allocation of HC from the 2007 Cycle.

#### **STATUTES AND RULES AT ISSUE IN THIS PROCEEDING**

44. The statutes and rules at issue in this proceeding include, but are not limited to, Sections 420.5093 and 420.5099, Florida Stat. (2006); Rule 28-106.201, F.A.C.; Rule 67-48.004, F.A.C.; and Rule 67-48.005, F.A.C.

**WHEREFORE**, Petitioner, Madison Heights, respectfully requests that:

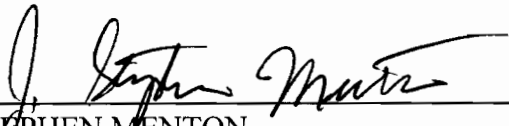
a. Florida Housing Finance Corporation refer this Petition to the Division of Administrative Hearing for the assignment of an Administrative Law Judge;

b. A formal administrative hearing be conducted pursuant to Section 120.57(1), Florida Stat. (2006), to review FHFC's funding determination regarding the Madison Heights Application;

c. Recommended and final orders be issued determining that Madison Heights is entitled to an allocation of HC based upon a correct scoring of the 2007 Applications; and

d. Such further relief as may be deemed appropriate be granted;

RESPECTFULLY SUBMITTED this 15 day of October, 2007.

  
\_\_\_\_\_  
J. STEPHEN MENTON  
FL BAR No: 331181  
Rutledge, Ecenia, Purnell & Hoffman, P.A.  
215 S. Monroe Street, Ste. 420  
P.O. Box 551  
Tallahassee, FL 32302  
850/681-6788

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that an original and one copy of the foregoing have been filed with Corporation Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, Florida, 32301-1329, on this 15 day of October 2007

  
\_\_\_\_\_  
J. STEPHEN MENTON

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2007 Universal Application Cycle  
Ranked Order

Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside Tie-Breaker	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
2007-120CS	Sea Grape II	Sea Grape II Development, LLC	Monroe	S	N	FP	28	3	\$255,000	1,990,000.00		700,000.00	F	FK	Y	60	2	B	7.25	10.00%	16.04%	66
<b>Homeless</b>																						
2007-030CS	Dr. Barbara Carey-Shuler Manor	Carfour Supportive Housing, Inc	Miami-Dade	L	Y	NP	90	9	\$765,000	2,974,923.50		2,561,000.00	H	H	Y	66	1	B	7.50	10.00%	8.03%	137
2007-092CS	Andy's Place	River Region Human Services, Inc. CDG Andy's Place Development, LLC	Duval	L	N	FP	65	6	\$510,000	4,000,000.00		1,276,000.00	H	H	Y	66	1	B	7.50	10.00%	19.76%	54

Farmworker/Commercial Fishing Worker  
none

<b>Elderly</b>																						
2007-147S	Renaissance Preserve Senior Lofts Commons	Noistar Development USA, LP Renaissance Preserve Developers, LLC	Lee	M	Y	FP	120	12	\$1,020,000	6,150,000.00			E	E	Y	66	1	A	7.50	10.00%	30.80%	38
2007-164BS	Reading Acres - Phase II	The Richman Group of Florida, Inc	Hillsborough	L	N	FP	90	9	\$765,000	6,300,000.00	8,500,000		E	E	Y	66	1	A	7.25	10.00%	31.50%	141
2007-129S	The Fountains on Falkenburg - Phase II	Atlantic Housing Partners, L.L.P.	Lake	M	N	FP	25	4	\$340,000	2,390,000.00			E	E	Y	57	2	A	6.50	10.00%	30.99%	72
2007-175BS		Atlantic Housing Partners, L.L.P.	Hillsborough	L	N	FP	33	5	\$425,000	3,290,000.00	6,400,000		E	E	Y	57	2	A	4.25	10.00%	26.11%	163

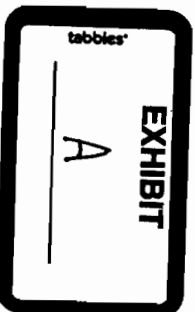
<b>Preservation</b>																						
2007-111C	Gadsden Arms Apartments	Southport Financial Services, Inc.	Gadsden	S	N	FP	100	0	\$0			1,070,000.00	F	P	Y	66	1	A	7.50	10.00%	0.00%	104
2007-112C	St. Giles Manor Para Villa Apartments	BREC Development, Inc. Royal American Development, Inc.	Pinellas	L	N	NP	106	0	\$0			1,590,000.00	E	P	Y	66	1	A	7.50	10.00%	0.00%	148
2007-150C			Bay	M	N	FP	72	0	\$0			930,070.00	F	P	Y	66	1	A	7.50	10.00%	0.00%	154

<b>Front Porch Florida Community</b>																						
2007-145C	Bradenton Village II	Bradenton Development, LLC	Manatee	M	N	FP	36	0	\$0			675,474.00	F	FPF	Y	66	1	A	7.50	10.00%	0.00%	27
2007-146C	Jamie Poe Revitalization-Phase I	Michaels Development Company 1, L.P. The Housing Authority of the City of Sarasota	Sarasota	M		FP	66	9	\$765,000			1,155,000.00	F	FPF	Y	66	1	A	7.50	10.00%	0.00%	96
2007-038C	The Manor at West Barlow	Polk County Housing Developers, Inc.	Polk	M	Y	FP	100	10	\$850,000			1,155,000.00	E	FPF	Y	66	1	A	7.50	10.00%	0.00%	105

RD  
none

Light shaded cells represent the amount of Supplemental Loan funds that was awarded, which was less than the amount the Applicant was eligible for.

NP = Non-Profit, FP = For Profit, FK = Florida Keys, E = Elderly, FF = Farmworker/Fishing Worker, H = Homeless, FPF = Front Porch Florida, F = Family





2007 Universal Application Cycle  
Ranked Order

Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside Tie-Breaker	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
2007-109CS	Highland Palms Apartments	Southern Financial Services, Inc.	Highlands	S	N	FP	52	5	\$425,000	2,840,000.00			FF	None	Y	64	2	B	7.25	10.00%	0.00%	146
2007-117CS	Magnolia Crossing II Development, LLC	Magnolia Crossing II Development, LLC	Santa Rosa	M	N	FP	70	7	\$595,000	3,600,000.00		980,000.00	FF	None	Y	61	2	B	7.50	10.00%	21.19%	65

HC Goals

2 Farmworker/Commercial Fishing Worker Demographic Developments

2 Urban In-Fill Developments met above

1 Elderly met above

Non-Profit met above

Small County  
All eligible applications competing in Small County were requesting Housing Credits. The Small County Housing Credit allocation was exhausted during the funding of HC Goals.

Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside Tie-Breaker	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
2007-190C	Banyan Senior Apartments	RLI Beneficial Development 7 LLC	Pasco	M	N	FP	96	10	\$850,000			1,436,183.00	E	None	Y	66	1	A	7.50	10.00%	0.00%	13
2007-204C	Elmwood Terrace	RLI Beneficial Development 7 LLC	Lee	M	Y	FP	116	12	\$1,020,000			1,498,680.00	F	None	Y	66	1	A	7.50	10.00%	0.00%	15
2007-133C	Kathleen Pointe	Atlantic Housing Partners, L.L.P.	Polk	M	N	FP	80	0	\$0			1,155,000.00	F	None	Y	66	1	A	7.50	10.00%	0.00%	21
2007-697C	Silver Sands	Ambling Development Partners, LLC Melbourne Housing Authority	Brevard	M	N	FP	72	7	\$595,000				E	None	Y	66	1	A	7.50	10.00%	0.00%	32
2007-142S	Carle Morris Cove - Phase I	Atlantic Housing Partners, L.L.P.	Volusia	M	N	FP	90	13	\$1,100,000	5,000,000.00			F	None	Y	66	1	A	7.50	10.00%	13.78%	176
2007-4038BS	Martinez's Cay Apartments	The Richman Group of Florida, Inc.	Hernando	M	N	FP	160	16	\$1,360,000	4,700,000.00	12,500,000		F	None	Y	66	1	A	7.50	10.00%	15.67%	165
2007-197BS	Malabar Cove - Phase I	Atlantic Housing Partners, L.L.P.	Brevard	M	N	FP	54	8	\$680,000	4,000,000.00	9,800,000		F	None	Y	66	1	A	7.50	10.00%	20.97%	157
2007-132BS	Oviedo Town Centre - Phase III	Atlantic Housing Partners, L.L.P.	Sammlung	M	N	FP	51	8	\$680,000	5,000,000.00	9,600,000		F	None	Y	66	1	A	7.50	10.00%	23.25%	79
2007-140S	Southwinds Cove	Atlantic Housing Partners, L.L.P.	Lake	M	N	FP	79	6	\$510,000	5,000,000.00			F	None	Y	66	1	A	6.25	5.00%	22.68%	42
2007-034BS	Hudson Ridge Apartments	The Richman Group of Florida, Inc.	Pasco	M	N	FP	168	17	\$1,440,000		11,500,000		F	None	Y	66	1	A	7.50	10.00%	15.69%	117

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2007 Universal Application Cycle  
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Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
2007-181BS	Pondella Cove	Atlantic Housing Partners, L.L.P.	Lee	M	N	FP	56	8	\$680,000		12,000,000		F	None	Y	66	1	A	7.50	10.00%	20.99%	149
2007-179BS	Hamrock Harbor - Phase I	Atlantic Housing Partners, L.L.P.	Brevard	M	N	FP	68	5	\$425,000		11,900,000		F	None	Y	66	1	A	7.25	5.00%	21.02%	89
2007-033BS	Emerson Oaks Apartments	The Richman Group of Florida, Inc.	Herrando	M	N	FP	96	10	\$850,000		8,500,000		F	None	Y	66	1	A	7.00	10.00%	27.00%	158
2007-081BS	Magnolia Pointe	Armbing Development Partners, LLC Housing Authority of the City of Cocoa	Brevard	M	N	FP	115	12	\$1,020,000		9,400,000		E	None	Y	66	1	A	7.00	10.00%	31.24%	7
2007-136BS	Covington Club	Atlantic Housing Partners, L.L.P.	Seminole	M	N	FP	21	0	\$0		14,000,000		F	None	Y	57	2	A	6.00	0.00%	21.39%	36

Large County

2007-122C	Everett Stewart, Sr. Village	Carlisle Group IV Development, LLC	Miami-Dade	L	Y	FP	90	9	\$765,000			2,561,000.00	F	None	Y	66	1	A	7.50	10.00%	0.00%	1
2007-056C	Sunrise Commons Apartments	Landmark Development Corp.	Miami-Dade	L	Y	FP	106	11	\$935,000			2,100,000.00	F	None	Y	66	1	A	7.50	10.00%	0.00%	11
2007-149C	Country Oaks Apartments	Royal American Development, Inc.	Hillsborough	L	Y	FP	148	0	\$0			822,093.00	F	P	Y	66	1	A	7.50	10.00%	0.00%	23
2007-081C	Biscayne Court	Biscayne Court Development, LLC - Please see addenda	Miami-Dade	L	Y	FP	60	6	\$510,000			1,568,967	F	None	Y	66	1	A	7.50	10.00%	0.00%	26
2007-123C	Dixie Court Apartments III	Dixie Court III Development, LLC	Broward	L	Y	FP	100	10	\$850,000			1,730,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	34
2007-124C	Village Carver II	Village Carver II Development, LLC	Miami-Dade	L	Y	FP	90	9	\$755,000			2,561,000	E	None	Y	66	1	A	7.50	10.00%	0.00%	43
2007-071C	Caracas Tower	Pinnacle Housing Group, LLC	Miami-Dade	L	Y	FP	100	10	\$850,000				E	None	Y	66	1	A	7.50	10.00%	0.00%	45
2007-027BS	Pine Grove Apartments	The Richman Group of Florida, Inc.	Duval	L	N	FP	188	17	\$1,445,000		5,000,000.00		F	None	Y	66	1	A	7.50	10.00%	16.67%	81
2007-135S	The Fountain at Millenia - Phase III	Atlantic Housing Partners, L.L.P.	Orange	L	N	FP	58	9	\$765,000		5,000,000.00		F	None	Y	66	1	A	7.25	10.00%	28.25%	111
2007-051S	Green Cay Village	Green Cay Village Development LLC	Palm Beach	L	N	FP	160	0	\$0		5,000,000.00		F	None	Y	66	1	A	5.75	0.00%	18.67%	35
2007-063BS	Madison View Autumn Pipe Apartments	The Gatehouse Group LLC Marc S. Pensker, Principal	Miami-Dade	L	Y	NP	120	12	\$1,020,000		5,000,000.00		F	None	Y	66	1	A	7.50	10.00%	17.32%	125
2007-165BS	The Richman Group of Florida, Inc.	The Richman Group of Florida, Inc.	Hillsborough	L	N	FP	120	12	\$1,020,000		5,000,000.00		F	None	Y	66	1	A	7.50	10.00%	22.03%	33
2007-108BS	Willow Lakes	Created Equal Communities, LLC	Duval	L	N	FP	304	31	\$2,635,000		9,800,000		F	None	Y	66	1	A	7.50	10.00%	22.57%	51
2007-183BS	Valencia Pointe	Cornerstone Group Development, L.L.C.	Miami Dade	L	Y	FP	104	15	\$510,000		5,000,000.00		F	None	Y	66	1	A	7.50	10.00%	25.78%	153
2007-186BS	Mirabella Apartments	Cornerstone Development Management Services, Inc.	Miami Dade	L	N	FP	143	21	\$0		5,000,000.00		F	None	Y	66	1	A	7.25	10.00%	16.89%	24
2007-103BS	St. James Place	Southern Financial Services, Inc. Innovative Community Concepts, LLC	Hillsborough	L	Y	FP	126	13	\$0		7,400,000		F	None	Y	66	1	A	7.50	10.00%	30.07%	62
2007-182BS	Owens Pointe - Phase I	Atlantic Housing Partners, L.L.P.	Duval	L	N	FP	68	10	\$0		5,000,000.00		F	None	Y	66	1	A	5.75	10.00%	21.59%	9
2007-101BS	Timber Trace	Created Equal Communities, LLC	Hillsborough	L	N	FP	116	12	\$0		4,050,000.00		F	None	Y	66	1	A	7.50	10.00%	31.04%	143
2007-137BS	Fairview Cove - Phase I	Atlantic Housing Partners, L.L.P.	Hillsborough	L	N	FP	62	9	\$0		5,000,000.00		F	None	Y	66	1	A	7.25	10.00%	19.16%	169

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2007-163BS	Savannah Springs Apartments II	The Richman Group of Florida, Inc.	Duval	L	N	FP	96	10	\$0		8,500,000		F	None	Y	66	1	A	4.75	10.00%	23.50%	160
2007-176BS	The Fountains on Fallowburg - Phase I	Atlantic Housing Partners, L.L.P.	Hillsborough	L	N	FP	65	10	\$0		11,800,000		F	None	Y	66	1	A	7.25	10.00%	21.33%	14
2007-029BS	Remington Park Apartments	The Richman Group of Florida, Inc.	Hillsborough	L	N	FP	220	22	\$0		15,500,000		F	None	Y	66	1	A	6.75	10.00%	14.81%	98
2007-168BS	Sabal Ridge Apartments	The Richman Group of Florida, Inc.	Hillsborough	L	N	FP	108	11	\$0		9,000,000		F	None	Y	66	1	A	6.75	10.00%	24.18%	47
2007-094BS	Majestic Oaks Apartment Homes	Bank of America Community Development Corporation	Hillsborough	L	N	FP	240	0	\$0		16,938,000		F	None	Y	66	1	A	5.75	0.00%	17.87%	99
2007-023BS	Cross Creek Apartments	The Richman Group of Florida, Inc.	Hillsborough	L	N	FP	266	26	\$0		17,500,000		F	None	Y	66	1	A	4.75	10.00%	12.68%	174

SAIL Redistribution

2007-034BS	Hudson Ridge Apartments	The Richman Group of Florida, Inc.	Pasco	M	N	FP							F	None	Y	66	1	A	7.50	10.00%	15.69%	117
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Eligible Unfunded Applications

2007-016C	Hours at DeUniak Springs	Abour Valley Development, LLC	Walton	S	N	FP	80	8	\$680,000			1,070,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	97
2007-017C	Hours at Park Ridge	Abour Valley Development, LLC	Bay	M	N	FP	84	8	\$680,000			1,275,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	76
2007-018C	Peacock Run Phase II	Creative Choice Homes, Inc.	St. Lucie	M	N	FP	102	10	\$850,000			1,275,000	F	None	Y	66	1	A	7.25	10.00%	0.00%	183
2007-026S	Hunt Club Apartments	The Richman Group of Florida, Inc.	Hillsborough	L	N	FP	96	10	\$850,000	5,000,000.00			F	None	Y	66	1	A	7.00	10.00%	23.39%	19
2007-044C	Lono Lake Apartments	Piceme Affordable Development, LLC	Polk	M	N	FP	84	8	\$680,000			1,098,775	F	FPF	Y	61	2	A	7.25	10.00%	0.00%	17
2007-062C	Madison Plaza Gardens at Driftwood	The Gatehouse Group LLC Marc S. Ponsler, Principal	Miami-Dade	L	Y	NP	43	0	\$0			917,692	E	None	Y	66	1	A	7.50	10.00%	0.00%	56
2007-064C	Cocoa Springs Estates	The Gatehouse Group LLC Marc S. Ponsler, Principal	Broward	L	N	FP	120	12	\$1,020,000			2,561,000	E	None	Y	66	1	B	7.50	10.00%	0.00%	172
2007-066C	Pinnacle at Bruce Creek	Gandolf Development, LLC	Brevard	M	Y	FP	120	12	\$1,020,000			1,510,000	F	None	Y	61	2	A	7.50	10.00%	0.00%	135
2007-067C	Oakland Preserve	Pinnacle Housing Group, LLC Broward County Housing Authority	Walton	S	N	FP	72	7	\$595,000			1,070,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	167
2007-070C	Pinnacle Reserve	Pinnacle Housing Group, LLC	Broward	L	Y	NP	74	7	\$595,000			1,225,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	84
2007-084C	Friendship Village Tower One	Friendship Village One Development, LLC Please see addenda	Miami-Dade	L	Y	FP	80	8	\$580,000			980,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	78
2007-085C	The Cove at Ponce de Leon Gardens	Masiko Development, LLC Michael A. Speiko, Principal	Miami-Dade	L	Y	FP	92	9	\$765,000			2,089,504	F	None	Y	66	1	A	7.50	10.00%	0.00%	103
2007-086C	Eclipse East	Reliance Housing Services, LLC Ellis Diversified, Inc.	Broward	L	Y	NP	96	10	\$650,000			1,943,500	E	None	Y	66	1	A	7.50	10.00%	0.00%	180
												2,561,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	67

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2007-089C	Theatre Place	Reliance Housing Services, LLC	Broward	L	Y	NP	96	10	\$850,000			2,561,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	110	
2007-090C	The Tempo	Bank of America Community Development Corporation Housing Authority of the City of Tampa	Hillsborough	L	Y	FP	143	0	\$0			2,110,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	44	
2007-083C	The Sacramento	The Sacramento Apartments Developer, LLC Kay Developers II, LLC	Pinellas	L	Y	FP	65	0	\$0			1,650,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	142	
2007-095C	The Lansing	The Lansing Apartments Developer, LLC Kay Developers III, LLC	Pinellas	L	Y	FP	80	0	\$0			1,650,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	138	
2007-086C	The Elia	Bank of America Community Development Corporation Housing Authority of the City of Tampa	Hillsborough	L	Y	FP	128	0	\$0			2,110,000	E	None	Y	66	1	A	7.50	10.00%	0.00%	52	
2007-099C	Garden Trail Apartments	Southport Financial Services, Inc.	Pinellas	L	Y	FP	75	7	\$595,000			1,203,777	F	None	Y	66	1	A	7.50	10.00%	0.00%	64	
2007-105C	Forest Park South Apartments	Southport Financial Services, Inc.	Brevard	M	N	FP	68	0	\$0			740,230	F	P	Y	66	1	A	7.25	10.00%	0.00%	120	
2007-107C	Cleveland Street Apartments	Southport Financial Services, Inc.	Pinellas	L	Y	FP	67	7	\$595,000			1,398,831	F	None	Y	61	2	A	7.25	10.00%	0.00%	46	
2007-110C	Island Horizons Central Manor	Armbing Development Partners, LLC Housing Authority of Brevard County	Brevard	M	N	FP	72	7	\$595,000			1,185,650	F	None	Y	66	1	A	7.50	10.00%	0.00%	50	
2007-113C	Arbous at Shoemaker Place	BREC Development, Inc.	Volusia	M	N	NP	154	0	\$0			895,045	E	P	Y	66	1	A	7.00	10.00%	0.00%	147	
2007-114C	Arbous at Shoemaker Place	Arbour Valley Development, LLC	Walton	S	N	FP	80	8	\$680,000			1,070,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	150	
2007-120C	Wahneia Palms	CDG Wahneia Palms Development, LLC	Polk	M	N	FP	64	6	\$510,000			1,193,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	133	
2007-121C	Everett Stewart, Sr. Village Phase II	Carlisle Group V Development, LLC	Miami-Dade	L	Y	FP	90	9	\$765,000			2,561,000	E	None	Y	66	1	A	7.50	10.00%	0.00%	145	
2007-125C	Village Carver III	Village Carver III Development, LLC	Miami-Dade	L	Y	FP	90	9	\$765,000			2,561,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	63	
2007-127S	Rolling Acres - Phase I	Atlantic Housing Partners, L.L.P.	Lake	M	N	FP	62	5	\$425,000	5,000,000.00				F	None	Y	66	1	A	5.25	5.00%	28.72%	83
2007-141S	Spring Lake Cove - Phase I	Atlantic Housing Partners, L.L.P.	Lake	M	N	FP	62	5	\$425,000	5,000,000.00				F	None	Y	66	1	A	4.75	5.00%	28.17%	87
2007-148C	Renaisance Preserve	Norstar Development USA, LP	Lee	M	Y	FP	96	10	\$850,000			1,510,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	152	
2007-151C	Royal Arms Apartments	Royal American Development, Inc.	Bay	M	N	FP	80	0	\$0			457,670	F	P	Y	66	1	A	7.25	10.00%	0.00%	113	
2007-152C	Randolph Station Apartments	Randolph Station Development, Inc.	Putnam	S	N	FP	72	0	\$0			859,708	F	None	Y	66	1	A	7.50	10.00%	0.00%	88	
2007-154C	Oak Branch Apartments	Beneficial Development III LLC	Orange	L	Y	FP	152	15	\$1,275,000			1,992,361	F	None	Y	66	1	A	7.50	10.00%	0.00%	92	
2007-158C	Evergreen	The Gatehouse Group LLC Marc S. Plonsker, Principal	Pasco	M	N	FP	116	12	\$1,020,000			1,510,000	E	None	Y	66	1	A	7.50	10.00%	0.00%	77	
2007-159C	Granada Woods	The Gatehouse Group LLC Marc S. Plonsker, Principal	Volusia	M	N	FP	104	10	\$850,000			1,510,000	E	None	Y	66	1	A	7.50	10.00%	0.00%	124	

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2007-162C	Granada Estates Laurel Oaks Apartments	The Gatehouse Group LLC Marc S Florsker, Principal	Volusia	M	N	FP	104	10	\$850,000			1,510,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	179
2007-167S	Madison Heights Apartments	The Richman Group of Florida, Inc	Lake	M	N	FP	144	15	\$1,275,000	5,000,000.00		2,110,000	E	None	Y	66	1	A	5.00	10.00%	19.44%	40
2007-169C	Historic Site Apartments	Tampa MH, LLC	Hillsborough	L	Y	FP	108	11	\$935,000			2,110,000	E	None	Y	66	1	A	7.50	10.00%	0.00%	75
2007-170C	Malabar Harbor - Phase I	SHR Development, LLC	Lee	M	Y	FP	118	0	\$0			1,510,000	F	None	Y	66	1	A	6.25	10.00%	0.00%	169
2007-174C	Atlantic Housing Partners, L.L.P.	Atlantic Housing Partners, L.L.P.	Brevard	M	N	FP	96	0	\$0			1,510,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	55
2007-185C	Park View	Cornestone Development Management Services, Inc.	Broward	L	Y	NP	97	14	\$1,190,000			2,561,000	E	None	Y	66	1	B	7.50	10.00%	0.00%	164
2007-202CS	Fountain Terrace	JR Beneficial Development 7 LLC	Highlands	S	N	NP	73	7	\$595,000	1,635,000.00		1,070,000	F	None	Y	66	1	A	7.50	10.00%	0.00%	82

Ineligible Applications																						
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2007-021C	Village at Sunrise	Auburn Development LLC	Broward	L	Y*	FP	144	14	\$1,190,000			2,305,515	E*	E*	N	50		A	6.25	10.00%	0.00%	59
2007-023C	Riverwalk 1 Apartments	Riverwalk 1 Developer, LLC	Miami-Dade	L	Y	FP	123	12	\$1,020,000			613,910	F	None	N	66		A	6.50	10.00%	0.00%	37
2007-025S	Santa Fe Oaks Apartments	The Richman Group of Florida, Inc	Alachua	M	N	FP	66	7	\$595,000	2,450,000			F	None	N	66		A	7.50	10.00%	31.51%	115
2007-029C	Crystal Senior Village	Judd K. Roth	Crusu	M	N	FP	48	5	\$425,000			834,072	E	None	N	65		A	7.50	10.00%	0.00%	166
2007-030C	Seaside Court Senior Housing	Judd K. Roth	Henry	S	N	FP	34	3	\$255,000			598,091	E	None	N	52		A	7.50	10.00%	0.00%	181
2007-031BS	Chester Lake Apartments	The Richman Group of Florida, Inc	St. Lucie	M	N	FP	284	27	\$2,295,000	5,000,000	19,000,000		F	None	N	55		A	6.25	10.00%	11.95%	18
2007-037C	Jackson Heights Apartments	American Community Developers, Inc.	Hillsborough	L	N	FP	111	0	\$0			631,134	F	P	N	66		A	7.25	10.00%	0.00%	3
2007-039C	Howland Pines	Piceme Affordable Development, LLC	Volusia	M	N	FP	96	10	\$850,000			1,510,000	F	None	N	51		A	7.50	10.00%	0.00%	173
2007-040C	Ridgewood Apartments	CCA Management, LLC	Polk	M	N	FP	33	0	\$0			495,000	F	P	N	66		A	6.25	10.00%	0.00%	71
2007-043BS	Plantation Commons	The Richman Group of Florida, Inc.	Broward	L	Y*	FP	95	10	\$850,000	5,000,000	9,200,000		F	None	N	66		A	5.25	10.00%	24.42%	6
2007-045BS	Barnett Creek Apartments	The Richman Group of Florida, Inc.	Duval	L	N	FP	53	0	\$0	3,710,000	33,000,000		F	None	N	59		A	5.50	0.00%	9.03%	20
2007-046CS	Gateway Senior Village	Judd K. Roth	Columbia	S		FP	68	7	\$595,000	1,000,000		1,070,000	E	None	N	52		A	7.50	10.00%	0.00%	171
2007-047C	Skyline Apartments	Carroll Supportive Housing, Inc.	Miami-Dade	L	Y	NP	72	7	\$595,000			1,800,000	F	None	N	56		A	3.75	10.00%	0.00%	118
2007-048BS	Osprey Apartments	Carroll Supportive Housing, Inc.	Miami-Dade	L	Y*	NP	44	5	\$425,000	3,000,000	6,000,000		F	None	N	52		A	0.00	10.00%	22.73%	4
2007-050CS	Laurel Gardens	National Development of America, LLC	Henry	S	N	FP	50	0	\$0	875,000		790,000	E	E*	N	57		A	7.50	10.00%	0.00%	70
2007-052C	Ridgedale Apartments	Housing Partners of Florida, LLC	Highlands	S	N	FP	36	0	\$0			540,000	F	P	N	66		A	7.25	10.00%	0.00%	159
2007-053C	The Gardens	Creative Choice Homes, Inc	Miami-Dade	L	Y*	FP	328	33	\$2,805,000			2,561,000	F	P*	N	57		A	0.00	10.00%	0.00%	91
2007-054S	Villa Maria Apartments	Miami Beach Community Development Corporation, Inc	Miami-Dade	L	N	NP	24	4	\$340,000	1,800,000			E	E	N	0		A	0.00	10.00%	22.05%	170

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2007 Universal Application Cycle  
Ranked Order

Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside Tie-Breaker	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
2007-057C	City Heights Apartments	Landmark Development Corp.	Miami-Dade	L	Y	FP	104	10	\$680,000			2,501,000	F	None	N	66	A	7.50	10.00%	0.00%	122	
2007-058C	Piazza La Isabella Elderly Residences	South Dade Redevelopment Corporation	Miami-Dade	L	Y*	NP	124	12	\$1,020,000			2,561,000	E*	None	N	46	B	0.00	10.00%	0.00%	49	
2007-059C	Punta Real	South Dade Redevelopment Corporation	Miami-Dade	L	Y*	NP	126	13	\$1,105,000			2,561,000	F	None	N	55	B	0.00	10.00%	0.00%	129	
2007-065C	Taylor Creek Estates	Gardoff Development, LLC	St. Lucie	M	Y*	FP	60	6	\$510,000			919,285	F	None	N	52	A	0.00	10.00%	0.00%	139	
2007-068C	Casa Bella	Pinnacle Housing Group, LLC	Miami-Dade	L	Y	FP	99	10	\$890,000			2,561,000	F	None	N	61	A	7.50	10.00%	0.00%	144	
2007-072C	Friendship Tower	Pinnacle Housing Group, LLC	Miami-Dade	L	Y	FP	94	9	\$765,000			2,515,000	E	None	N	61	A	7.50	10.00%	0.00%	155	
2007-073C	Pinacade Heights	Pinacade Housing Group, LLC	Miami-Dade	L	Y	FP	104	10	\$890,000			2,561,000	F	None	N	65	A	7.50	10.00%	0.00%	53	
2007-074C	Las Nubes	Pinacade Housing Group, LLC	Miami-Dade	L	Y	FP	71	7	\$595,000			1,900,000	E	None	N	61	A	7.50	10.00%	0.00%	175	
2007-075C	Birkell View Terrace	See Addenda	Miami-Dade	L	Y	FP	100	12	\$1,020,000			2,561,000	F	None	N	66	A	7.50	10.00%	0.00%	126	
2007-076CS	Shepherd's Court	Shepherd's Court Development, LLC * Please see addenda	Miami-Dade	L	Y	FP	80	8	\$680,000	4,000,000		2,561,000	H	H	N	66	B	7.50	10.00%	11.94%	136	
2007-080C	Biscayne Trace Apartments	Biscayne Trace Development, LLC * Please see addenda	Miami-Dade	L	Y	FP	80	8	\$680,000			2,082,310	F	None	N	66	A	7.50	10.00%	0.00%	85	
2007-083C	Friendship Village Tower Two	Friendship Village Two addenda	Miami-Dade	L	Y	FP	80	8	\$680,000			2,089,864	E	E*	N	66	A	7.50	10.00%	0.00%	57	
2007-086C	The View at Ponceana Gardens	Mastko Development, LLC	Miami-Dade	L	Y	FP	80	8	\$680,000			1,680,000	F	None	N	61	A	7.50	10.00%	0.00%	95	
2007-087C	Progresso Point	Reliance Housing Services, LLC	Broward	L	Y	NP	96	10	\$850,000			2,561,000	F	None	N	66	A	7.50	10.00%	0.00%	188	
2007-109BS	Taylor Apartments	Created Equal Communities, LLC	Orange	L	Y	FP	101	11	\$925,000	3,150,000	4,500,000		F	None	N	66	A	7.25	10.00%	31.20%	69	
2007-102BS	Ocala Place Apartments	Southport Financial Services, Inc.	Marion	M	N	FP	40	4	\$340,000	1,160,471	1,550,000		F	None	N	66	A	3.75	10.00%	31.50%	90	
2007-104C	Sutton Place Apartments	Southport Financial Services, Inc.	Marion	M	N	FP	130	0	\$0			1,260,028	F	P	N	66	A	3.75	10.00%	0.00%	134	
2007-139CS	Bramblewood Cove - Phase I	Atlantic Housing Partners, L.L.P.	Highlands	S	N	FP	62	0	\$0	4,000,000		1,070,000	F	None	N	61	B	0.00	10.00%	0.00%	121	
2007-139BS	The Foundations at Rowan Cove - Phase II	Atlantic Housing Partners, L.L.P.	Pasco	M	N	FP	33	5	\$425,000	3,290,000	6,410,000		E	E	N	55	A	0.00	10.00%	22.94%	131	
2007-153C	Pine Branch Apartments	RLI Development, Inc.	Orange	L	Y	FP	152	15	\$1,275,000			1,992,361	F	None	N	66	A	7.50	10.00%	0.00%	25	
2007-160C	Lakewood Apartments	The Gatehouse Group LLC	Polk	M	N	FP	132	0	\$0			1,510,000	F	P	N	66	A	7.00	10.00%	0.00%	178	
2007-161CS	Magnolia Landing	The Gatehouse Group LLC Marc S. Pevsiker, Principal	Putnam	S	N	FP	78	8	\$680,000	1,855,000		1,070,000	E	None	N	61	A	7.50	10.00%	0.00%	48	
2007-169C	Osprey Sound	KDG Development, Inc.	Orange	L	Y	FP	152	15	\$1,275,000			1,575,000	N/A	None	N	66	A	3.75	10.00%	0.00%	86	
2007-171C	Marbella Cove	Atlantic Housing Partners, L.L.P.	Orange	L	N	FP	104	0	\$0			1,350,000	F	None	N	66	A	0.00	10.00%	0.00%	108	

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**2007 Universal Application Cycle  
Ranked Order**

Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside Tie-Breaker	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
2007-1728S	Carpen Crossing - Phase II	Atlantic Housing Partners, L.L.P.	Hillsborough	L	N	FP	33	5	\$425,000	3,290,000	6,400,000		E	E	N	48	A	7.25	10.00%	26.10%	107	
2007-1738S	Carpen Crossing - Phase I	Atlantic Housing Partners, L.L.P.	Hillsborough	L	N	FP	65	10	\$850,000	5,000,000	11,800,000		F	None	N	48	A	7.50	10.00%	21.32%	102	
2007-1778S	The Fountains at Hudson Place - Phase II	Atlantic Housing Partners, L.L.P.	Pasco	M	N	FP	33	5	\$425,000	3,290,000	6,415,000		E	E	N	55	A	0.00	10.00%	25.68%	151	
2007-180C	The Fountains at Manatee Cove - Phase I	Atlantic Housing Partners, L.L.P.	Manatee	M	N	FP	87	0	\$0			1,155,000	F	None	N	57	A	0.00	10.00%	0.00%	187	
2007-184C	Sierra Bay Apartments	Cornerstone Development Management Services, Inc.	Palm Beach	L	N	FP	126	18	\$1,530,000			2,561,000	F	None	N	61	A	7.50	10.00%	0.00%	41	
2007-187C	Stonecrest Apartments	Cornerstone Development Management Services, Inc.	Hillsborough	L	N	NP	132	19	\$1,615,000			2,561,000	F	None	N	66	A	7.25	10.00%	0.00%	74	
2007-188C	The Landings at Carver Park	Finley Development, LLC	Orange	L	Y	FP	46	0	\$0			978,207	F	None	N	66	B	7.50	10.00%	0.00%	128	
2007-189C	Pine Crest Apartments	RUI Beneficial Development 7 LLC	Hillsborough	L	N	FP	106	11	\$935,000			1,503,704	F	None	N	60	A	0.00	10.00%	0.00%	101	
2007-191C	Magnolia Colony	Finley Development, LLC	Leon	M	N	NP	110		\$0			980,000	E*	E*	N	44	A	0.00	10.00%	0.00%	80	
2007-193C	Meetinghouse at Fort King	Finley Development, LLC	Pasco	M	N	FP	106	3	\$255,000			1,510,000	E*	E*	N	50	A	0.00	10.00%	0.00%	68	
2007-1948S	Tompanic at Zephyrhills	Finley Development, LLC	Pasco	M	N	FP	192	0	\$0	5,000,000	11,755,000		F	None	N	61	A	0.00	0.00%	29.95%	29	
2007-195C	Meetinghouse at Zephyrhills	Finley Development, LLC	Pasco	M	N	FP	108	3	\$255,000			1,510,000	E	E*	N	66	A	7.50	10.00%	0.00%	12	
2007-1968S	Owens Pointe - Phase II	Atlantic Housing Partners, L.L.P.	Duval	L	N	FP	33	5	\$425,000	3,290,000	6,020,000		E	E	N	57	A	3.75	10.00%	27.34%	116	
2007-1988S	The Fountains at Hudson Place - Phase I	Atlantic Housing Partners, L.L.P.	Pasco	M	N	FP	90	13	\$1,105,000	5,000,000	16,200,000		F	None	N	55	A	0.00	10.00%	15.51%	177	
2007-1998S	The Fountains at Rowan Cove - Phase I	Atlantic Housing Partners, L.L.P.	Pasco	M	N	FP	65	10	\$650,000	5,000,000	12,000,000		F	None	N	55	A	0.00	10.00%	21.01%	30	
2007-200CS	Schnunacker Cove - Phase I	Atlantic Housing Partners, L.L.P.	Highlands	S	N	FP	62	0	\$0	4,000,000		1,070,000	F	None	N	61	B	0.00	10.00%	0.00%	22	
2007-201BS	Rosewood Place	Atlantic Housing Partners, L.L.P.	Indian River	M	N	FP	76	11	\$935,000	7,000,000	13,650,000		E*	E*	N	36	A	0.00	10.00%	25.65%	106	
2007-203C	Pine Berry Senior Apartments	RUI Beneficial Development 7 LLC	Pinellas	L	N	FP	80	8	\$680,000			1,208,871	E	None	N	61	A	7.50	10.00%	0.00%	112	
2007-205C	Serenia Senior Apartments	RUI Beneficial Development 7 LLC	Hillsborough	L	N	FP	72	7	\$595,000			1,141,591	E	None	N	60	A	7.50	10.00%	0.00%	132	

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Application File Number	Development	Developer	County	County Size	Urban In-Fill Development	FP or NP	Set-Aside Units	Additional ELI Units above minimum	Supplemental Loan Tentative Award	SAIL Tentative Award	MMRB Tentative Award	Competitive HC Tentative Award	Demographic Commitment	Designation Selection	Threshold met	Total Score	Score Group	A/B Leveraging	Proximity	ELI Set-Aside Tie-Breaker	non-ELI SAIL Request Amount as Percentage of TDC	Lottery Number
<b>Withdrawn Applications</b>																						
2007-0288S	Pinewood Pointe Apartments	Southport Financial Services, Inc.	Duval	L	N	FP	136	0	\$0	3,984,015			F	None	N	66	A	3.75	0.00%	25.0000016%	185	
2007-0595C	Piazza La Isabela	South Dade Redevelopment Corp.	Miami-Dade	L	Y	NP	110	11	\$935,000			2,561,000	F	None	Y	66	A	7.50	10.00%	0.00%	10	
2007-061C	Germany Terrace	HomeCorp Affordable Communities, LLC Germany Terrace Developers, LLC	Okaloosa	M	Y*	FP	202	20	\$1,700,000			1,275,000	F	None	N	52	A	0.00	10.00%	0.00%	130	
2007-077C	Noire Dame Apartments	BHG Noire Dame Development, LLC * Please see addenda	Miami-Dade	L	Y	FP	90	9	\$765,000			2,345,746	F	None	N	66	A	7.50	10.00%	0.00%	162	
2007-079C	Georgia Ayers Apartments	Georgia Ayers Development, LLC * Please see addenda	Miami-Dade	L	Y	NP	72	7	\$595,000			1,163,446	F	None	N	61	A	7.50	10.00%	0.00%	140	
2007-079C	Jazz Village	Jazz Village Developers, LLC * Please see addenda	Miami-Dade	L	Y	FP	75	7	\$595,000			1,989,402	E	E*	N	66	A	7.50	10.00%	0.00%	119	
2007-082C	Lemon City Apartments	BHG Lemon City Development, LLC * Please see addenda	Miami-Dade	L	Y	FP	70	7	\$595,000			1,828,045	F	None	N	66	A	7.50	10.00%	0.00%	114	
2007-0988S	Peninsula Village Apartments	Created Equal Communities, LLC	Escambia	M	N	FP	200	20	\$1,700,000	5,000,000	10,200,000		F	None	N	66	A	3.75	10.00%	22.22%	39	
2007-1069S	Part City Pairs Apartments	Southport Financial Services, Inc.	Hillsborough	L	Y	FP	48	5	\$425,000	3,191,734	4,795,000		F	None	N	61	A	7.50	10.00%	31.60%	31	
2007-115C	Gardens of Green	Carlisle Group VII Development, LLC	Miami-Dade	L	Y*	FP	100	10	\$950,000			2,296,000	E*	None	N	46	B	0.00	10.00%	0.00%	16	
2007-116C	Village Allapattah Phase III	Carlisle Group VIII Development, LLC	Miami-Dade	L	Y*	FP	90	9	\$765,000			2,561,000	F	None	N	52	B	0.00	10.00%	0.00%	161	
2007-119C	Erington Heights	Carlisle Group II Development, LLC	Miami-Dade	L	Y	FP	40	4	\$340,000			918,556	F	None	N	56	A	3.75	10.00%	0.00%	61	
2007-119C	Erington Heights II LLC	Carlisle Group III Development, LLC	Miami-Dade	L	Y*	FP	40	4	\$340,000			918,556	E*	None	N	46	B	0.00	10.00%	0.00%	186	
2007-128S	Manatee Club - Phase I	Atlantic Housing Partners, L.L.P.	Manatee	M	N	FP	67	10	\$850,000	5,000,000			F	None	Y	66	A	7.25	10.00%	18.77%	60	
2007-130S	Manatee Club - Phase II	Atlantic Housing Partners, L.L.P.	Manatee	M	N	FP	33	5	\$425,000	3,290,000			E	E	Y	57	A	4.50	10.00%	23.49%	73	
2007-131BS	Orlando Town Centre - Phase II	Atlantic Housing Partners, L.L.P.	Seminole	M	N	FP	25	4	\$340,000	2,450,000	4,900,000		E	E	Y	57	A	4.50	10.00%	22.60%	123	
2007-134S	The Fountains at Millenia - Phase II	Atlantic Housing Partners, L.L.P.	Orange	L	N	FP	23	4	\$340,000	2,240,000			E	E	Y	57	A	4.25	10.00%	28.03%	2	
2007-143S	Cape Morris Cove - Phase I	Atlantic Housing Partners, L.L.P.	Volusia	M	N	FP	33	5	\$425,000	3,290,000			E	E	Y	57	A	4.75	10.00%	23.48%	182	
2007-144BS	The Cove on Conroy - Phase I	Atlantic Housing Partners, L.L.P.	Orange	L	N	FP	68	5	\$425,000	5,000,000	12,200,000		F	None	Y	66	A	5.25	5.00%	19.38%	5	
2007-178BS	Hammock Harbor - Phase II	Atlantic Housing Partners, L.L.P.	Brevard	M	N	FP	33	5	\$425,000	3,290,000	6,200,000		E	E	Y	57	A	5.00	10.00%	26.37%	28	
2007-192CS	Timuqana I Village at Omega	Finlay Development, LLC Grove House of Jacksonville, Inc. dba Ability Housing of Northeast Flor	Duval	L	N	NP	48	5	\$425,000	1,912,975			H	H	N	62	A	7.50	10.00%	30.29%	93	

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## Real Estate Sale Agreement

THIS REAL ESTATE SALE AGREEMENT (this "Agreement") is made as of the 1st day of March 2007, by and between **Country Oaks Apartments, Ltd.** ("Seller"), with an office located at 1002 West 23rd Street, Suite 400, Panama City, Florida, 32405, and **Country Oaks Redevelopment, Ltd.**, ("Purchaser"), whose mailing address is 1002 West 23<sup>rd</sup> Street, Suite 400, Panama City, Florida, 32405.

### Recitals

A. Seller is the owner of certain real estate in Hillsborough County, Florida (the "Real Property" or the "Property") as described in the legal description attached hereto as Exhibit "A".

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property in accordance and subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the above Recitals, the mutual covenants and agreement herein set forth and the benefits to be derived there from, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

#### 1. PURCHASE AND SALE

Subject to and in accordance with the terms and conditions set forth in this Agreement, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, the Property described in Exhibit "A".

#### 2. PURCHASE PRICE

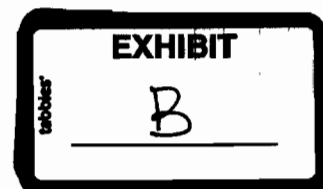
The Purchase Price for the Property is Five Million Two Hundred Ninety-two Thousand Dollars (\$5,292,000.00). The Purchase Price shall be paid as follows: at the Closing, which shall occur not later than December 1, 2007, Purchaser shall pay the Purchase Price to Seller in cash.

#### 3. INSPECTION PERIOD

Purchaser shall have through November 1, 2007 in which to satisfy itself that the Property meets its general, anticipated needs. Should Purchaser notify Seller on or prior to November 1, 2007, that the Property does not meet its general, anticipated needs, this Agreement shall be null and void.

#### 4. EVIDENCE OF TITLE

Purchaser may, at Purchaser's expense, at any time prior to Closing, obtain a title insurance commitment agreeing to issue to Purchaser, upon recording of the deed to Purchaser, an owner's title insurance policy in the amount of the Purchase Price, insuring Purchaser's title to the Real Property, subject only to liens, encumbrances, and exceptions of qualifications normal for the area, and which do not prohibit or infringe upon the present or intended use of the Property. Purchaser shall, within



exceptions to title which Purchaser deems unacceptable, if any. Seller shall have five (5) days from receipt of Purchaser's objections within which to remove same, failing which, Purchaser shall have as its sole option either accepting the title as it then is or, by giving written notice to Seller within five (5) days after the expiration of Seller's five (5) day cure period, terminating this Agreement and receiving a return of the Purchase Price. In such event of termination, Purchaser and Seller shall release one another from all further obligations under this Agreement.

## 5. CLOSING

### a. Closing Date.

The "Closing" of the transaction contemplated by this Agreement (that is, the payment of the Purchase Price, the transfer of title to the Property, and the satisfaction of all terms and conditions of this Agreement) shall occur not later than December 1, 2007, at a place designated by Purchaser. The "Closing Date" shall be the date of Closing. If the date for Closing above provided for falls on a Saturday, Sunday or legal holiday, then the Closing Date shall be the next business day.

### b. Closing Documents.

(i) Seller. At Closing, Seller shall deliver to Purchaser the following:

(a) a General Warranty Deed in form acceptable to the Title Insurer;

(b) an affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; and

(c) a closing statement to be executed by Seller and Purchaser, setting forth the prorations and adjustments to the Purchase Price as required by Section 4c below.

(ii) Purchaser. Purchaser shall deliver or cause to be delivered to Seller at Closing:

(a) the funds required pursuant to Section 2 above; and

(b) an indemnity and hold harmless agreement whereby Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims, debts, liabilities and the like affecting or relating to the Property or any part thereof from and after the Closing arising from its acts or omissions occurring after the Closing.

### c. Closing Prorations and Adjustments.

Real estate property taxes and assessments (on the basis of the most recent ascertainable tax bill if the current bill is not then available) are to be prorated or adjusted (as appropriate) on a calendar year basis as of the close of business on the Closing Date, it being understood that for purposes of prorations and adjustments, Seller shall be deemed the owner of the

Property on such day, and Purchaser shall be deemed the owner of the Property as of the day after the Closing Date.

d. Transaction Costs.

Other than the prorations and adjustments as set forth in 5c above, Seller shall pay for deed tax on the deed as required by Florida law, all costs arising from the preparation of the deed, and the recording of any instruments required to transfer title. Purchaser shall pay the premium for its owners policy of title insurance. Purchaser shall order and pay for any survey required by Purchaser. Seller and Purchaser shall, however, be responsible for the fees of their respective attorneys.

c. Possession.

Upon Closing, Seller shall deliver to Purchaser possession of the Property.

**6. CONDEMNATION**

If, prior to Closing, the Property or any part thereof shall be condemned, Seller shall promptly so notify Purchaser. In such event, Purchaser shall have the option either to terminate this Agreement or to consummate the transaction contemplated by this Agreement notwithstanding such condemnation. If Purchaser elects to consummate the transaction, Purchaser shall be entitled to receive condemnation proceeds, and Seller shall, at Closing, execute and deliver to Purchaser all customary assignments of claim and other similar items. If Purchaser elects to terminate this Agreement, all of the Earnest Money shall be returned to Purchaser by the Escrow Agent in which event this agreement shall, without further action of the Parties, become null and void and neither party shall have any further rights or obligations under this Agreement.

**7. DEFAULT AND REMEDIES**

If Seller fails, neglects or refuses to perform this Agreement, the Purchaser may seek specific performance or elect to receive reimbursement for Purchaser's expenses related to this Agreement and Seller's failure to close.

**8. MISCELLANEOUS**

(a) All understandings and agreements heretofore had between Seller and Purchaser with respect to the Property are merged in this Agreement, which alone fully and completely expresses the agreement of the parties.

(b) Neither this Agreement nor any interest hereunder shall be assigned or transferred by Purchaser or Seller; provided, however, Purchaser may assign this Agreement to a limited partnership in which it or an affiliate is a substantial equity partner. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

(c) This Agreement shall not be modified or amended except in a written document signed by Seller and Purchaser.

(d) Time is of the essence of this Agreement.

(e) This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida.

(f) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, by overnight courier (such as Federal Express) or by facsimile transmission, address as follows:

(1) If to Seller:

Joey Chapman  
Royal American Development, Inc.  
1002 W. 23rd Street, Suite 400  
Panama City, Florida 32405  
Phone: (850) 769-8981  
Facsimile: (850) 769-1294  
E-mail: [joey.chapman@royal-american.com](mailto:joey.chapman@royal-american.com)

With a copy to:

Sherri D. Mallory, Esq.  
Mallory & Mallory, P.A.  
1008 Harrison Avenue  
Panama City, Florida 32401  
Phone: (850) 747-8131  
Facsimile: (850) 785-8624  
E-mail: [sdmallorylaw@comcast.net](mailto:sdmallorylaw@comcast.net)

(2) If to Purchaser:

Kim Murphy  
Royal American Development, Inc.  
1002 W. 23rd Street, Suite 400  
Panama City, Florida 32405  
Phone: (850) 769-8981  
Facsimile: (850) 769-1294  
E-mail: [kim.murphy@royal-american.com](mailto:kim.murphy@royal-american.com)

All notices given in accordance with the terms hereof shall be deemed received forty-eight (48) hours after posting, or when delivered personally or otherwise received. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 8f.

(g) Seller represents and warrants to Purchaser that it holds fee simple title to the Property and has full power and authority to execute this Agreement.

(h) There is no pending nor proposed proceeding of the condemnation of all or any portion of the Property, and Seller has no knowledge of any threat of any such action.

(i) To the best of Seller's knowledge, no assessments for public improvements have been made against the Property which are unpaid.

(j) There is no claim, demand, litigation, proceeding, governmental investigation pending or, to the best of Seller's knowledge, threatened against or related to the business or assets of the Seller or the Property which could result in any judgment, order, decree or settlement which would materially and adversely affect the business or assets of the Seller or the Property.

(k) No claims or bills of labor for materials provided to the Property will remain unpaid or otherwise unsatisfied at the Closing.

(l) To the best of Seller's knowledge, there are no violations of any orders, laws, ordinances, rules, regulations or requirements affecting the Property of any public authority having jurisdiction thereof.

(m) The obligation of the Purchaser to purchase the Property pursuant to the Agreement shall be expressly conditioned upon and subject to the satisfaction of the foregoing representations and warranties.

(n) Pursuant to Florida Statutes, the following notification regarding radon gas is hereby made, and all parties executing this Agreement acknowledge receipt of this notification:

**Radon Gas:** "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may represent health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

(o) Seller and Purchaser hereby designate the attorney representing Seller at Closing to act as and performs the duties and obligations of the "reporting person" with the respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.604e(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. In this regard, Seller and Purchaser each agree to execute at Closing a Designation Agreement, designating such attorney as the reporting person with respect to the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the date first above written.

Witnesses

Elean Kelley  
Maipr Allen

SELLER:  
Country Oaks Apartments, Ltd.

Joseph F. Chapman, IV  
By: Joseph F. Chapman, IV, Vice President,  
Royal American Development, Inc.,  
Its' General Partner

Witnesses

Elean Kelley  
Maipr Allen

PURCHASERS:  
Country Oaks Redevelopment, Ltd.  
a Florida limited partnership

Robert F. Henry, III  
By: Robert F. Henry, III, Vice President,  
Royal American Development, Inc.,  
Its' General Partner

## Exhibit "A"

A tract of land being the West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, Township 28 South, Range 19 East, Hillsborough County, Florida, excepting there from the North 30 feet, lying in and being a part of Skipper Road, being more particularly described as follows: Begin at the Southwest corner of said West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, as locally recognized and accepted, said corner being evidenced by a 3 inch iron pipe; thence North 01 degrees 08 minutes 30 seconds West and on the North/South Centerline of said Section 6, a distance of 1396.96 feet to a point lying 30.0 feet south of the centerline of Skipper Road; thence South 89 degrees 32 minutes 25 seconds East, parallel to and 30 feet South of said centerline of Skipper Road, 335.30 feet; thence South 01 degrees 19 minutes 36 seconds East, 1392.71 feet to the Southeast corner of said West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, said corner being evidenced by a 3 inch iron pipe; thence South 89 degrees 43 minutes 10 seconds West and on the South line of said West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, a distance of 339.70 feet to the Point of Beginning.



We provide it

Red Capital Markets, Inc. (member NASD/SIPC)  
 Two Miranova Place\_Columbus, Ohio\_43215\_tel 614.857.1400  
 Overnight deliveries: Two Miranova Place, 12th Floor  
 direct tel 321.868.7930\_fax 321.868.7929\_www.redcapitalgroup.com

April 2, 2007

Mr. Joseph F. Chapman, IV  
 Royal American Development, Inc.  
 1002 West 23<sup>rd</sup> Street  
 Suite 400  
 Panama City, FL 32405

Re: Red Capital Tax Credit Fund's (the "Fund") Investment in  
 Country Oaks Redevelopment, Ltd. (the "Partnership")  
 Country Oaks Apartments  
 Tampa, Florida  
 148 units

Dear Mr. Chapman:

This letter is in reference to the equity investment by the Fund in the Partnership. This offer is based upon information provided to us to date and subject to the satisfaction of certain terms and conditions precedent set forth below by Red Capital Markets, Inc. ("Red").

Based upon the project receiving approximately \$822,093 in annual low income housing tax credits, and further based on terms and conditions as set forth below, the investment of the Fund in the Project is \$7,562,498 or \$0.92 per low income housing tax credit allocated to the Fund. Of the total low income housing tax credits allocated to the Partnership, 99.99% shall be purchased by the Fund (\$8,220,107 to the Fund). The Fund's net investment is anticipated to be funded based upon the following schedule:

- 50% (\$3,781,249) paid prior to or simultaneous with the closing of construction financing;
- 30% (\$2,268,749) paid at construction completion; and
- 20% (\$1,512,500) paid upon project stabilization and receipt of 8609.

This commitment is subject to evidence that the tax credits have been allocated to the Partnership and the following conditions:

- Negotiation of a mutually satisfactory Partnership Agreement;

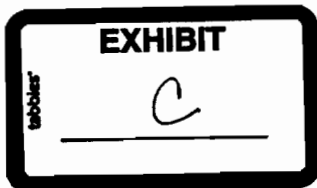


Exhibit 56

04/09/2007 11:42AM



Country Oaks Apartments  
Page 2

- Providing to Red satisfactory standard due diligence documentation, including a market study, appraisal, and environmental.

This commitment is valid through December 31, 2007.

Very truly yours,

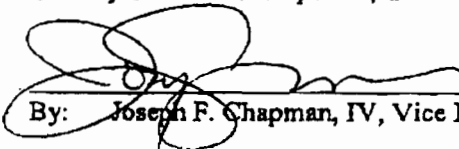
Red Capital Markets, Inc.



Alison Kew-Hull Colvard  
Vice President

ACKNOWLEDGED AND ACCEPTED:

Country Oaks Redevelopment, Ltd.



By: Joseph F. Chapman, IV, Vice President



# Tampa Housing Authority

April 5, 2007

**BOARD OF COMMISSIONERS**

Dr. Hazel Harvey  
Chairperson

Robert Shumberg  
Vice Chairperson

Karen Peoples

Sophia Sorolis

Gerald White

M.G. "Manny" Alvarez, Jr.

Rubin E. Padgett

**Jerome D. Ryans**  
President/CEO

Roxanne M. Amoroso, Senior Vice President  
CP Development Group 3, LLC  
Bank of America FL1-400-06-08  
101 E. Kennedy Blvd 6<sup>th</sup> Floor  
P.O. Box 31590  
Tampa Florida 33631-3590

**Subject: Financial Commitment for Development (The Ella)**

The Tampa Housing Authority (the "Authority"), offers this letter (the "commitment"), to make a construction and permanent loan (the "Loan"), in the amount and on the terms and conditions set forth below, to CP Development Group 3, LLC a limited partnership formed under the laws of the State of Florida (the "Borrower"). Proceeds of the Loan will be disbursed in accordance with a loan agreement (the "Authority Loan Agreement") to assist in financing development costs related to the construction of 20 public housing units as part of the 160 unit rental development located in the City of Tampa, to be known as The Ella (the "Project"). The Project is part of a larger undertaking (the "Undertaking") that is intended to include on site rental and ownership housing units, commercial/retail development, school construction, a museum, and office uses.

The Loan is to be evidenced by a deed of trust note (the "Note") and secured by a deed of trust security and assignment agreement (the "Deed of Trust") and any other security that is required by this commitment. The property which is the subject of such security interests is hereinafter referred to as the "Property".

**Terms of the Loan**

**Principal Amount:** \$2,024,480.

**Use of Funds:** The Loan will be used to finance the cost of construction and permanent financing of the Project and completion of the corresponding infrastructure development.

**Term:** The Loan shall have a term of 40 years from the execution date of the Note (the "Maturity Date").

**Interest Rate:** The interest rate of the construction and permanent loan will be 25 basis points.

**Security:** The Borrower shall execute a Deed of Trust and other security documents required by the Authority

**Loan Advances:** Loan advances shall be made in accordance with a draw schedule approved by the Authority.

**Repayment:** All principal and accrued interest shall be due on the earlier of the Maturity Date or upon the unauthorized sale of the Project or unauthorized transfer of the Borrower's partnership interests.

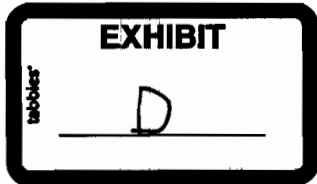
1529 West Main Street  
Tampa, Florida 33607

P. O. Box 4766  
Tampa, Florida 33677

OFFICE: (813) 253-0551

FAX: (813) 254-6488

www.thaft.com



**Conditions Precedent**

Performance by the Authority under this commitment is conditioned upon satisfaction of the following terms and conditions:

1. Acceptance by Borrower of this commitment and deliver of a signed copy to the Authority within 90 days of this commitment.
2. Allocation of low income housing tax credits from Florida Housing Finance Corporation in the approximate amount of \$ 2,110,000.

The Borrower's consent to the conditions set forth in this commitment shall be evidenced by the execution and return of this document. This commitment shall remain in effect through December 31, 2007.

Sincerely,

THE TAMPA HOUSING AUTHORITY

BY: Jerome D. Ryans Date: April 5, 2007

Name: Jerome D. Ryans

Position: President/CEO

Agreed and Accepted:

By: CP Development Group 3, LLC

By: Banc of America Community Development Corporation, its member

By: Roxanne M. Amoroso

Date: April 5, 2007

Name: Roxanne M. Amoroso

Position: Senior Vice President



# Tampa Housing Authority

April 5, 2007

**BOARD OF COMMISSIONERS**

Dr. Hazel Harvey  
Chairperson

Robert Shimberg  
Vice Chairperson

Karen Peoples

Sophia Sorolis

Gerald White

M.G. "Manny" Alvarez, Jr.

Rubin E Padgett

**Jerome D. Ryans**  
President/CEO

Roxanne M. Amoroso, Senior Vice President  
CP Development Group 2, LLC  
Bank of America FL1-400-06-08  
101 E. Kennedy Blvd 6<sup>th</sup> Floor  
P.O. Box 31590  
Tampa Florida 33631-3590

**Subject: Financial Commitment for Development (The Tempo)**

The Tampa Housing Authority (the "Authority"), offers this letter (the "commitment"), to make a construction and permanent loan (the "Loan"), in the amount and on the terms and conditions set forth below, to CP Development Group 2, LLC a limited partnership formed under the laws of the State of Florida (the "Borrower"). Proceeds of the Loan will be disbursed in accordance with a loan agreement (the "Authority Loan Agreement") to assist in financing development costs related to the construction of 20 public housing units as part of the 203 unit rental development located in the City of Tampa, to be known as The Tempo (the "Project"). The Project is part of a larger undertaking (the "Undertaking") that is intended to include on site rental and ownership housing units, commercial/retail development, school construction, a museum, and office uses.

The Loan is to be evidenced by a deed of trust note (the "Note") and secured by a deed of trust security and assignment agreement (the "Deed of Trust") and any other security that is required by this commitment. The property which is the subject of such security interests is hereinafter referred to as the "Property".

**Terms of the Loan**

**Principal Amount:** \$3,542,836.

**Use of Funds:** The Loan will be used to finance the cost of construction and permanent financing of the Project and completion of the corresponding infrastructure development.

**Term:** The Loan shall have a term of 40 years from the execution date of the Note (the "Maturity Date").

**Interest Rate:** The interest rate of the construction and permanent loan will be 25 basis points.

**Security:** The Borrower shall execute a Deed of Trust and other security documents required by the Authority

**Loan Advances:** Loan advances shall be made in accordance with a draw schedule approved by the Authority.

**Repayment:** All principal and accrued interest shall be due on the earlier of the Maturity Date or upon the unauthorized sale of the Project or unauthorized transfer of the Borrower's partnership interests.

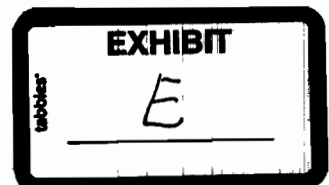
1529 West Main Street  
Tampa, Florida 33607

P. O. Box 4768  
Tampa Florida 33677

OFFICE: (813) 253-0551

FAX: (813) 254-6488

www.thaff.com



**Conditions Precedent**

Performance by the Authority under this commitment is conditioned upon satisfaction of the following terms and conditions:

1. Acceptance by Borrower of this commitment and deliver of a signed copy to the Authority within 90 days of this commitment.
2. Allocation of low income housing tax credits from Florida Housing Finance Corporation in the approximate amount of \$ 2,110,000.

The Borrower's consent to the conditions set forth in this commitment shall be evidenced by the execution and return of this document. This commitment shall remain in effect through December 31, 2007.

Sincerely,

THE TAMPA HOUSING AUTHORITY

BY: Jerome D. Ryans Date: April 5, 2007  
Name: Jerome D. Ryans

Position: President/CEO

Agreed and Accepted:

By: CP Development Group 2, LLC

By: Banc of America Community Development Corporation, its member

By: Roxanne M. Amoroso

Date: April 5, 2007

Name: Roxanne M. Amoroso

Position: Senior Vice President

## CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of the 23<sup>rd</sup> day of March, 2007, by and between Central Park Development Group, LLC, a Florida limited liability company (the "Seller"), and CP Development Group 2, LLC, a Florida limited liability company, or assigns (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following capitalized terms shall have the meanings given to them in this Section 1. Other capitalized terms when used in this Contract for Purchase and Sale shall have the meanings given to such terms in the Definitions Addendum attached hereto as Exhibit "B"

1.1. Closing Date. The closing of the transaction contemplated by this Contract shall take place on or before December 31, 2007.

1.2. Deposit. The sum of \$1,000, comprised of the sum of \$500 (the "Initial Deposit") and the sum of \$500 (the "Additional Deposit"), together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Contract.

1.3. Escrow Agent. Buyer's Attorney shall be the Escrow Agent.

1.4. Investigation Period. The period of time beginning on the Effective Date and ending on the date which is sixty (60) days thereafter.

1.5. Purchase Price. The sum of \$2,277,660.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Buyer's Inspection of the Property. Concurrently with the execution of this Contract by Buyer and Seller, (i) Buyer shall deliver to Escrow Agent the Initial Deposit and (ii) Seller shall deliver to Buyer any and all records that Seller has pertaining to the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer shall have the right to enter upon the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, all of which inspections and investigations shall be undertaken at Buyer's cost and expense. After completing its inspection of the Property, if Buyer elects to terminate this Contract in accordance with this Section 3, Buyer shall leave the Property in the condition existing on the Effective Date. In the event that Buyer's investigation of the Property is satisfactory to Buyer, Buyer shall deliver the Additional Deposit to Escrow Agent prior to 5:00 p.m. on the final day of the Investigation Period. Alternatively, Buyer may elect to terminate this Contract at any time before the end of the Investigation Period, by written notice to Seller. Upon a termination of this Contract, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder.

4. Title.

4.1. Marketable Title to Property. Seller shall convey to Buyer marketable title to the Property, subject only to the Permitted Exceptions. Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

4.2. Buyer to Notify Seller of Objectionable Exceptions. Buyer's Attorney shall obtain the Title Commitment and Buyer shall have until the end of the Investigation Period to examine the Title Commitment and to notify Seller as to any exception which is unacceptable to Buyer or Buyer's Attorney (the "Objectionable Exceptions"). If the Title Commitment reflects any Objectionable Exceptions, or if at any time after delivery of the Title Commitment and prior to Closing, Buyer



receives notice of or otherwise discovers that title to the Property is subject to any additional exceptions which Buyer finds unacceptable. Buyer shall notify Seller in writing of the Objectionable Exceptions to which Buyer objects within the Investigation Period, or as to Objectionable Exception first made known to Buyer following the Investigation Period, within ten (10) days after Buyer receives notice of such Objectionable Exceptions. Buyer's failure to timely notify Seller as to any Objectionable Exceptions shall be deemed a waiver of such Objectionable Exceptions. Any Objectionable Exceptions which are liquidated claims, outstanding mortgages, judgments, taxes (other than taxes which are subject to adjustment pursuant to the Contract), or are otherwise curable by the payment of money, without resort to litigation, may be satisfied from the Seller's proceeds at Closing and withheld by the Escrow Agent for that purpose. If Buyer has timely notified Seller of any Objectionable Exceptions, Seller shall take the actions necessary to have the Objectionable Exceptions deleted or insured over by the Title Company, or transferred to bond so that they are removed from the Title Commitment. If Seller notifies Buyer that it is unable or unwilling to effect such a cure, Buyer shall have the option, to be exercised at any time prior to the Closing Date, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller and Escrow Agent. Upon such termination of the Contract, Escrow Agent shall return the Deposit to Buyer and thereafter, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in the Contract.

4.3. Reissue Rate Disclosure. Buyer and Seller acknowledge that the Reissue Rate (a reduced premium for title insurance) may be applicable to the title premium charged at the Closing. The Reissue Rate generally applies when a copy of the previous owner's title insurance policy is delivered to the title closer and one of the following three categories applies to the transaction: (i) a refinancing transaction; (ii) unimproved land; and/or (iii) transactions closed within three years of the date of the previous owner's title insurance policy. The parties hereto should discuss such Reissue Rate with the title closer as soon as possible if they believe that the Reissue Rate may apply to the Closing.

5. Survey. Buyer may, at its expense, obtain a survey (the "Survey") of the Property. Buyer shall have until the end of the investigation Period to examine the Survey. If the Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the land of others, or if the Survey shows any other defect which would affect either the marketability of title to the Property or Buyer's intended use of the property, Buyer shall timely notify Seller of such encroachment or defect, and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract. Buyer's failure to timely notify the Seller of Survey defects shall be deemed a waiver of such defects.

6. Seller's Representations.

6.1. Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

6.1.1. Seller's Existence and Authority. Seller has full power and authority to own and sell the Property and to comply with the terms of this Contract. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) constitute a violation of any law, rule, order or ordinance.

6.1.2. No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

6.1.3. Title. The Seller is the "buyer" under that certain Contract for Purchase and Sale of Real Property (the "Original Contract") dated as of March 9, 2007 between the Seller and the Housing Authority of the City of Tampa, a body corporate and politic organized under Chapter 421 of the Florida Statutes (the "Property Owner"). The Property Owner is the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be paid and removed at Closing, and subject to HUD's Declaration of Trust on the Property which shall be removed at or before Closing. In the event of the Property Owner's default under the Original Contract, the Seller has the right to specific performance. The Closing Date under the Original Contract is on or before December 31, 2007.

6.1.4. Litigation. There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

6.1.5. No Hazardous Material. To the best of Seller's knowledge, the Property has not in the past been used and is not presently being used for the handling, storage, transportation or disposal of any materials designated as "hazardous" under any law, rule, order or ordinance.

6.1.6. Parties in Possession. There are no parties other than Seller in possession or with a right to possession of any portion of the Property.

6.2. Survival of Representations. All of the representations of the Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

7. Seller's Affirmative Covenants.

7.1. Cooperation with Governmental Authority. Seller agrees, at no cost to Seller, to cooperate fully with Buyer with respect to Buyer's efforts to obtain approval of any platting, zoning, permits, site planning, and other licenses and approvals required by Buyer and upon receipt of written request therefor.

7.2. Acts Affecting Property. From and after the Effective Date, Seller will refrain from performing any grading, excavation, construction, or making any other change or improvement upon or about the Property.

7.3. Notice of Changes in Laws. Seller will advise Buyer promptly of receipt of notice of any change in any applicable governmental requirement which might affect the value or use of the Property.

7.4. Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

8. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date. The Closing shall take place at the office designated by Buyer's lender. Seller may deliver the Seller's Documents to the Closing Agent prior to Closing, with escrow instructions for the release of the Seller's Documents and the disbursement of the Seller's proceeds. Buyer shall be granted full possession of the Property at Closing.

9. Seller's Closing Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer's Attorney: (i) the Deed, (ii) a customary no-lien and "gap"



affidavit as may be required by the Title Company or the Buyer's Attorney, (iii) an assignment of any and all rights of the Seller as developer of the Property, including, but not limited to, rights to water and sewer allocation, rights to storm water drainage, rights to impact fee credits and rights to allocate to the property development units, and (iv) closing statement.

## 10. Prorations and Closing Costs.

10.1. Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

10.1.1. Taxes. Real estate taxes shall be prorated on the following basis: (i) if a tax bill for the year of Closing is available (after November 1), then proration shall be based upon the current bill; or (ii) if the tax bill for the year of Closing is not available (between January 1 and November 1), then proration shall be based upon the prior year's tax bill with no allowance for discount. If subsequent to the Closing, taxes for the year of Closing are determined to be higher or lower than as prorated, a re-proration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the re-proration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

10.1.2. Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by the Seller and other pending liens shall be assumed by the Buyer.

10.2. Seller's Closing Costs. Seller shall be responsible for the payment of the following items prior to or at the time of Closing: (i) Documentary stamps on Deed, (ii) Documentary stamp surtax on Deed, if any, (iii) certified and pending municipal special assessment liens for which the work has been substantially completed and (iv) its own legal fees.

10.3. Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing: (i) pending special assessment liens for which the work has not been substantially completed, (ii) Survey, (iii) Title Commitment, (iv) Title Policy premium and (v) its own legal fees.

11. Condemnation. In the event of the institution of any proceedings by any governmental authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the Deposit shall immediately be returned to Buyer and thereafter the parties hereto shall be released from their respective obligations and liabilities hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

## 12. Default

12.1. Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer as its sole remedy shall have the right to elect any one of the following options: (i) Buyer may terminate the Contract, receive a return of the Deposit, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract, or (ii) Buyer may seek specific performance of the Contract.

12.2. Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer the Deposit shall be paid by the Escrow Agent to Seller as agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further obligation under this Contract. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the portion of the Deposit to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

13. Brokerage indemnification. Each party represents to the other that no broker has been involved in this transaction. It is agreed that if any other claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated hereby.

14. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in the Definitions Addendum of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice.

15. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

15.1. Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Contract or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

15.2. Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

15.3. Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Contract, as well as the costs and expenses of defending against any claim or liability arising under this Contract. This provision shall survive the Closing or termination of this Contract.

15.4. Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Contract.

16. Assignment. This Contract may be freely assigned by Buyer to an entity whose principals are the same as Buyer's without Seller's consent and thereafter Buyer shall be relieved of all obligation hereunder provided that Buyer's assignee shall be obligated to close under this Contract in the same manner as Buyer. In the event of an assignment of the Contract by Buyer, a duly executed Assignment of this Contract and Buyer's rights to the Deposit shall be delivered to Seller and Escrow Agent on or before the Closing Date.

17. Miscellaneous. (i) This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original; (ii) the section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract; (iii) no modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer; (iv) if any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment; (v) this Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial; (vi) this Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties; (vii) time is of the essence in the performance of all obligations by Buyer and Seller under this Contract; (viii) any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day; (ix) this Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto; (x) this Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer by the close of business on the Acceptance Date; and (xi) all of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

18. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19. Venue. Buyer and Seller agree that any suit, action, or other legal proceeding arising out of or relating to this Contract may be brought in a court of record of the State of Florida in Miami-Dade County, in the United States District Court for the Southern District of Florida, or in any other court of competent jurisdiction.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

<b>SELLER:</b> Central Park Development Group, LLC, a Florida limited liability company  By: <u>Roxanne M. Amoreso</u> Name: <u>Roxanne M. Amoreso</u> Title: <u>Senior Vice President</u> Date: <u>April 4, 2007</u>	<b>BUYER:</b> CP Development Group 2, LLC, a Florida limited liability company  By: <u>Roxanne M. Amoreso</u> Name: <u>Roxanne M. Amoreso</u> Title: <u>Senior Vice President</u> Date: <u>April 4, 2007</u>
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**ESCROW AGENT:** (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities):

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

By: \_\_\_\_\_  
Terry M. Lovell, Esq.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

<p><b><u>SELLER:</u></b></p> <p>Central Park Development Group, LLC, a Florida limited liability company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><b><u>BUYER:</u></b></p> <p>CP Development Group 2, LLC, a Florida limited liability company</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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**ESCROW AGENT:** (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities):

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.


By:  \_\_\_\_\_  
Terry M. Lovell, Esq.

EXHIBIT "A"

A PORTION OF LOTS 9 AND 10, BOAZ ADDITION TO GIDDENS', AS RECORDED IN PLAT BOOK 1, PAGE 28; A PORTION OF LOTS 1 AND 2 AND ALL OF LOTS 3, 4, 5, AND 6, BLOCK 8, GIDDENS' SUBDIVISION AS RECORDED IN DEED BOOK K, PAGE 518; A PORTION OF LOTS 1, 4 AND 5, BLOCK 9, OF SAID GIDDENS' SUBDIVISION; AND A PORTION OF LOTS 5, 8 AND 9, OF AFOREMENTIONED BOAZ ADDITION TO GIDDENS', AND ALL VACATED STREETS AND ALLEYS ABUTTING SAID LOTS AS VACATED BY ORDINANCE NO. 1518-A, AS RECORDED IN OFFICIAL RECORDS BOOK 1726, PAGE 330, ALL BEING RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND ALL LYING IN SECTION 13, TOWNSHIP 29, RANGE 18 EAST, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, CARRUTH & SPENCER'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 42 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SCOTT STREET; THENCE N 89°50'49" W ALONG SAID RIGHT-OF-WAY LINE OF SCOTT STREET, FOR A DISTANCE OF 834.35 FEET TO THE POINT OF BEGINNING; THENCE S 00°09'11" W, DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 269.75 FEET; THENCE N 89°50'49" W FOR A DISTANCE OF 325.00 FEET; THENCE N 00°09'11" E FOR A DISTANCE OF 268.81 FEET TO A POINT ON THE AFOREMENTIONED RIGHT-OF-WAY LINE OF SCOTT STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 89°59'01" E FOR A DISTANCE OF 316.91 FEET; 2) S 89°50'49" E FOR A DISTANCE OF 8.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 87,520 SQUARE FEET OR 2.00 ACRES, MORE OR LESS.

EXHIBIT "B"

DEFINITIONS ADDENDUM

1. Acceptance Date. April 10, 2007.
2. Attorneys' Fees. All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.
3. Business Day. Any day that the banks in Miami-Dade County, Florida are open for business, excluding Saturdays and Sundays.
4. Buyer's Address. 101 E. Kennedy Boulevard, 6<sup>th</sup> Floor, Tampa, FL 33602; Attn: Roxanne Amoroso; Telephone: (813) 225-8450; Telecopy: (813) 225-8462.
5. Buyer's Attorney. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Terry M. Lovell, Esq. Buyer's Attorney's mailing address is 150 West Flagler Street, Suite 2300, Miami, Florida 33130; Telephone (305) 789-3308; Telecopy (305) 789-2631; e-mail: [tl Lovell@swmwas.com](mailto:tl Lovell@swmwas.com).
6. Cash to Close. The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments herein set forth, less the Deposit.
7. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.
8. Closing Agent. Buyer's Attorney as agent for the Title Company shall be the Closing Agent.
9. Deed. The Special Warranty Deed which conveys the Property from Seller to Buyer.
10. Effective Date. The date this Contract is executed by the last party (excluding Escrow Agent) to sign it and communication of such fact of execution to the other party.
11. Permitted Exceptions. Such exceptions to title as are set forth in Schedule B - Section 2 of the Title Commitment and are acceptable to Buyer, in its sole and absolute discretion.
12. Property. That certain real property located in Hillsborough County, Florida more particularly described in Exhibit "A" attached to the Contract and made a part thereof, together with all property rights, easements, privileges and appurtenances thereto and all leases, rents, and profits derived therefrom.
13. Seller's Address. 101 E. Kennedy Boulevard, 6<sup>th</sup> Floor, Tampa, FL 33602; Attn: Roxanne Amoroso; Telephone: (813) 225-8450; Telecopy: (813) 225-8462.
14. Seller's Counsel. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Brian J. McDonough, Esq. Buyer's Attorney's mailing address is 150 West Flagler Street.

Suite 2300, Miami, Florida 33130; Telephone (305) 789-3350; Telecopy (305) 789-3395; e-mail: [bmcdonough@swmwa.com](mailto:bmcdonough@swmwa.com).

15. Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of the Buyer's obligations pursuant to this Contract.

16. Title Company. Lawyers Title Insurance Corporation or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.

17. Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Property, subject only to the Permitted Exceptions.

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**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

[Central Park]  
[Tampa, Florida]

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of the 9<sup>th</sup> day of March, 2007, by and between the Housing Authority of the City of Tampa, a body corporate and politic organized under Chapter 421 of the Florida Statutes (the "Seller"), Central Park Development Group, LLC, a Florida limited liability company, or assigns (the "Buyer"); and Banc of America Community Development Corporation, a North Carolina corporation ("BACDC") solely as to its obligations hereunder to guarantee the Note.

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following capitalized terms shall have the meanings given to them in this Section 1. Other capitalized terms when used in this Contract for Purchase and Sale shall have the meanings given to such terms in the Definitions Addendum attached hereto as Exhibit "B".

1.1 **Closing Date.** The date of the Closing, which shall be on or before December 31, 2007, or such other dates as may be provided by this Contract.

1.2 **Effective Date.** The date this Contract is executed by the last party to sign it.

1.3 **Guaranty Agreement.** The Note shall be guaranteed by BACDC in the form of a guaranty agreement reasonably acceptable to both Buyer and Seller.

1.4 **Investigation Period.** The period of time beginning on the Effective Date and ending on the date which is ninety (90) days thereafter.

1.5 **Note.** A Promissory Note from Buyer to Seller in the amount of Ten Million Dollars (\$10,000,000) in a form reasonably acceptable to both Buyer and Seller. The Maturity Date of the Note shall be two (2) years from the Closing Date or, subject to Seller's approval, such other date that may be necessary so that the transactions contemplated herein and in the Operating Agreement may be commercially feasible. No interest shall be charged on the Note during the initial two (2) year period, but if the maturity date of the Note is extended pursuant to the foregoing, then the Note shall bear interest at a rate equal to twelve percent (12%) per annum during the extended period and the Note shall be repaid before the repayment of any Member Loans (as such term is defined under the Operating Agreement).

1.6 **Purchase Price.** The sum of Twenty-Six Million Two Hundred Sixty-Four Thousand and Five Hundred Dollars (\$26,264,500).



2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows: The Note shall be delivered to Seller at Closing and the Cash to Close shall be paid to Seller in accordance with the closing procedure hereinafter set forth.

4. Investigation Period.

4.1 Suitability for Use. During the Investigation Period, as to all due diligence matters other than title and survey matters, Buyer shall determine, in its sole and absolute discretion, whether the Property is suitable for Buyer's Intended Use of the Property.

4.2 Seller's Delivery of Property Records. Concurrently with Seller's execution of this Contract, Seller shall deliver to Buyer the Property Records.

4.3 Buyer's Inspection of the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer shall have the right to enter upon the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense and without interference with Seller's use of the Property. During and after the Investigation Period, Buyer agrees to indemnify Seller and hold Seller harmless and defend Seller from and against any and all loss, cost, claims, liabilities, damages and expenses, including without limitation, Attorneys' Fees arising as the result of any such inspection or investigation. Buyer agrees to provide Seller with notice of any Hazardous Material located on the Land that Buyer becomes aware of during its inspection of the Land. Buyer also agrees to provide Seller with any written notice obtained by Buyer from any Governmental Authority or any other party relating to any Hazardous Material violations concerning the Land or any portion thereof. After completing its inspection of the Property, if Buyer elects to terminate this Contract in accordance with this Section 4, Buyer shall provide Seller with a copy of all inspection and investigation reports and Buyer shall leave the Property in the condition existing on the Effective Date.

4.4 Buyer's Right to Terminate. Buyer may elect to terminate this Contract at any time before the end of the Investigation Period, by written notice to Seller after which this Contract shall be terminated and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder.

4.5 Buyer's Reinspection of the Property. Seller covenants, pursuant to the provisions of Section 8 below, that Seller shall maintain the Property in its current condition until the Closing Date, subject to reasonable wear and tear and subject to any necessary demolition and/or

any remediation. Buyer shall have the right, upon prior reasonable written notice to Seller, to enter upon the Property at any time prior to the Closing to confirm that the Property has been maintained in the manner covenanted by Seller. In the event that the condition of the Property is materially different so as to inhibit the use of the Property for Buyer's Intended Use of the Property, at such time prior to Closing, than it was at the time of the performance of Buyer's inspections as contemplated herein, Buyer shall have the right to terminate this Contract by written notice to Seller, whereupon neither Buyer nor Seller shall have further rights or obligations hereunder. Further, if the material difference in the Property is due to the affirmative act of Seller, or act of a third party affirmatively consented to by Seller, Seller shall reimburse Buyer for Buyer's Costs. Buyer and Seller hereby acknowledge that Seller shall demolish the current Improvements on the Land before the Closing Date.

5. Title.

5.1 Marketable Title to Property. Seller shall convey to Buyer marketable title to the Property, subject only to the Permitted Exceptions and the Declaration of Restrictive Covenants. Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

5.2 Delivery of Title Evidence. Concurrently with Seller's execution of this Contract, Seller shall, if available, deliver the Prior Policy together with a copy of each instrument shown as an exception in Schedule B thereof to Buyer or Buyer's Attorney.

5.3 Buyer to Notify Seller of Objectionable Exceptions. Buyer's Attorney shall obtain the Title Commitment and Buyer shall have until the Closing Date to examine the Title Commitment and to notify Seller as to any exception which is unacceptable to Buyer or Buyer's Attorney (the "Objectionable Exceptions"). If the Title Commitment reflects any Objectionable Exceptions, or if at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any additional exceptions which Buyer finds unacceptable, Buyer shall notify Seller in writing of the Objectionable Exceptions to which Buyer objects within ten (10) days after Buyer or Buyer's Attorney receives notice of such Objectionable Exceptions. Buyer's failure to timely notify Seller as to any Objectionable Exceptions shall be deemed a waiver of such Objectionable Exceptions.

5.4 Objectionable Exceptions.

5.4.1 Mandatory Exceptions. After Buyer has notified Seller of any Objectionable Exceptions, if the Objectionable Exceptions are liquidated claims, outstanding mortgages, judgments, taxes (other than taxes which are subject to adjustment pursuant to this Contract), or are otherwise curable by the payment of money, without resort to litigation, then Seller shall be required to remove such Objectionable Exceptions (the "Mandatory Exceptions") from the Property by taking the actions necessary to have the Mandatory Exceptions deleted or

insured over by the Title Company, or transferred to bond so that the Mandatory Exceptions are removed from the Title Commitment.

5.4.2 Optional Exceptions. With respect to Objectionable Exceptions which are not Mandatory Exceptions (the "Optional Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Exceptions are removed from the Title Commitment. If Buyer has timely notified Seller of any Optional Exceptions, Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Exceptions within fifteen (15) days after Seller's receipt of Buyer's notice of any Optional Exceptions. If Seller notifies Buyer that it is unable or unwilling to cure the Optional Exceptions, Buyer shall have the option, to be exercised at any time prior to the Closing Date, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller. Notwithstanding the foregoing, Seller shall be required to cure any Objectionable Exceptions which are caused by Seller during the period of time commencing with the date of the Title Commitment through the Closing Date, regardless of the cost to cure such Objectionable Exceptions.

5.5 Marketable Title to Personal Property. Seller shall convey to Buyer lien-free title to the Personal Property, subject only to the Permitted Exceptions.

5.6 Termination of Contract. After the termination of this Contract pursuant to Section 5.4, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in this Contract.

5.7 Reissue Rate Disclosure. Buyer and Seller acknowledge that the Reissue Rate (a reduced premium for title insurance) may be applicable to the title premium charged at the Closing. The Reissue Rate generally applies when a copy of the previous owner's title insurance policy is delivered to the title closer and one of the following three categories applies to the transaction: (i) a refinancing transaction; (ii) unimproved land; and/or (iii) transactions closed within three years of the date of the previous owner's title insurance policy. The parties hereto should discuss such Reissue Rate with the Closing Agent as soon as possible if they believe that the Reissue Rate may apply to the Closing.

5.8 Co-Title Agent. The Title Agent shall act as the Closing Agent on behalf of the Title Company; however, Seller's Attorney shall cooperate with the Title Agent as co-agent of the Title Company in connection with the satisfaction of all Schedule B-I items set forth in the title commitment and otherwise required in order to complete the Closing. In consideration of such co-agency, Seller's Attorney shall receive a portion of the title premium payable by Seller which is attributable solely to the Purchase Price under this Contract, equal to (i) seventy percent (70%) of the title premium attributable to the first \$1,000,000 of the Purchase Price; (ii) sixty five percent (65%) of the title premium attributable to the next \$4,000,000 of the Purchase Price; and (iii) sixty percent (60%) of the title premium attributable to the next \$21,264,500 of the

Purchase Price, if applicable, or such other percentage as may be permissible under applicable laws and regulations.

6. Survey.

6.1 Survey. Buyer may, at its expense, obtain a survey (the "Survey") of the Land. Seller shall deliver to Buyer its current survey of the Property, if any, concurrently with Seller's execution of this Contract.

6.2 Survey Defects. Buyer shall have thirty (30) days from the date it obtains such Survey (but in no event later than 30 days prior to the Closing Date) to examine the Survey. If the Survey shows any encroachment on the Land, or that any improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would affect either the marketability of title to the Property or Buyer's Intended Use of the Property, Buyer shall notify Seller of such encroachment or defect, and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract. Buyer's failure to timely notify Seller of Survey defects shall be deemed a waiver of such defects.

7. Seller's Representations.

7.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

7.1.1 Seller's Existence and Authority. Seller is a body corporate and politic organized under Chapter 421 of the Florida Statutes, and qualified to do business in the State of Florida and Seller has full power and authority to own and sell the Property, subject to HUD's approval of a disposition plan (Buyer and Seller acknowledge that HUD has approved the disposition plan, but further approval may be required by HUD, and that HUD may need to approve the mixed-finance development and the release of HUD's Declaration of Trust that currently encumbers the Property), and to comply with the terms of this Contract. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms.

7.1.2 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) constitute a violation of any Governmental Requirement.

7.1.3 No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

7.1.4 Compliance With Governmental Requirements. Seller and the Property are in compliance with all Governmental Requirements, which affect any portion of the Property.

7.1.5 Title. Seller is the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be paid and removed at Closing, and subject to HUD's Declaration of Trust on the Property which shall be removed at or before Closing. Buyer and Seller acknowledge that Seller does not currently own the School Parcel but shall obtain before March 31, 2007 the right to purchase the School Parcel on or before December 31, 2007 (the "Conveyance Rights"). The Conveyance Rights shall be assigned to Buyer within two (2) business days after Seller has obtained such right to purchase the School Parcel. Buyer shall be responsible for Seller's reasonable costs associated with obtaining such right to purchase the School Parcel and assignment of such right to Buyer, including, but not limited to, appraisals, attorneys' fees, surveys, and testing, and Buyer shall reimburse such costs to Seller within thirty (30) days of Seller's submission of such costs to Buyer. Seller agrees to provide Buyer with a list of the above costs, including any appropriate invoices and/or backup documentation, and with an appropriate timeframe to review and comment on such costs before such costs shall be paid by Buyer.

7.1.6 Litigation. There are no actions, suits, proceedings or investigations pending or to Seller's knowledge, threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

7.1.7 No Hazardous Material. (a) Seller has conducted no activity on the Property involving the generation, treatment, storage or disposal of Hazardous Material; (b) to Seller's knowledge, no portion of the Property is now being used or to the best of Seller's knowledge has ever been used to treat, store, generate or dispose of Hazardous Material; (c) Seller has received no written notice that any previous owner or tenant conducted any such activity; (d) Seller has received no written notice of any discharge, spill, or disposal of any Hazardous Material on or under the Property; (e) Seller has received no written notice from any Governmental Authority or any other party of any Hazardous Material violations concerning the Property or any portion thereof, nor is Seller aware of any such violation; (f) Seller has received no written notice as to any locations off the Property where Hazardous Material generated by or on the Property have been treated, stored, deposited or disposed of; and (g) Seller has no knowledge of the presence of any Hazardous Materials upon the Property.

7.1.8 Parties in Possession. At Closing, there will be no parties other than Seller in possession or with a right to possession of any portion of the Land.

7.1.9 Termination of Leases. Any and all leases relating to the Property shall be terminated before Closing.

7.1.10 Acquisition Rights. No tenant or other occupant under any lease and no other person, firm, corporation, or other entity has any right or option to acquire the Property or any portion thereof or lease any additional units.

7.1.11 Termination of Service Contracts. Any and all service contracts relating to the Property shall be terminated before Closing.

7.1.12 Adverse Information. There is no (a) Governmental Requirement, (b) change contemplated in any Governmental Requirement, (c) judicial or administrative action, (d) action by adjacent landowners, (e) natural or artificial conditions upon the Land, or (f) other fact or condition of any kind or character whatsoever which would prevent, limit, impede, render more costly or adversely affect Buyer's Intended Use of the Property.

7.1.13 Notices. Seller has received no written notice from any Governmental Authority, any tenant under any lease, any insurer, or any other party (a) that either the Property or the use or operation thereof is currently in violation of any zoning, environmental or other land use regulations, and to Seller's knowledge no such notice has been issued; (b) that Seller is currently in violation, or with the passage of time will be in violation of the requirements of any ordinance, law, or regulation or order of any Governmental Authority, (including without limitation, the local building department) or the recommendations of any insurance carrier or board of fire underwriters affecting the Property that any investigation has commenced or is contemplated regarding any such possible violation, or (c) asserting that Seller is required to perform work at the Property and to Seller's knowledge no such notices have been issued.

7.1.14 Accuracy of Statements. No representation or warranty made by Seller in this Contract, in any Exhibit attached hereto, in the Property Records, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

7.1.15 Events Prior to Closing and Other Information. Seller will use its best efforts: (i) not to cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be untrue as of the Closing Date; and (ii) to cause the conditions in Section 11 below to occur timely so that the parties may proceed with the Closing. Seller agrees to immediately notify Buyer in writing of any event or condition which occurs prior to Closing, which causes a change in the facts related to or the truth of any of the above representations.

7.2 Survival of Representations. All of the representations of Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and

as of the Closing Date, and shall be true as of the Closing Date. All of the representations, warranties and agreements of Seller set forth in this Contract shall survive the Closing.

7.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Contract are not true on the Effective Date, or at anytime thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Contract by written notice thereof to Seller, in which event, Seller shall pay to Buyer Buyer's Costs, and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder; or (b) elect to close under this Contract notwithstanding the failure of such representation and warranty. If Buyer elects the option set forth in clause (b), the Closing shall not be deemed a waiver by Buyer of the breach of such representation and warranty and Buyer may recover damages from Seller for such breach.

7.4 Buyer's Post-Closing Remedies for Seller's Misrepresentation. From and after the Closing, and to the extent permitted by law, Seller agrees to indemnify Buyer and hold Buyer harmless and defend Buyer from and against any and all loss, cost, claims, liabilities, damages and expenses, including without limitation, Attorneys' Fees arising as the result of a breach of any of the representations or warranties of Seller contained in this Contract.

## 8. Seller's Affirmative Covenants.

8.1 Maintenance of Property. From and after the Effective Date, Seller shall not perform any construction of any Improvements, or make any other change or improvement on or about the Property without the prior written consent of Buyer, except for any necessary demolition and/or any necessary remediation.

8.2 No Further Encumbrances. After the Effective Date, Seller shall not create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance affecting the Property other than the Permitted Exceptions.

8.3 Compliance with Obligations. Seller will perform all of its obligations under any contract related to the Property and will comply with all Governmental Requirements affecting the Property and its use until the Closing Date.

8.4 Notice of Change in Governmental Requirements. Seller shall, upon notice, or upon becoming aware of any such changes, notify Buyer promptly of any change in any applicable Governmental Requirements which might affect the value or use of the Property to Buyer.

8.5 Insurance. Seller shall maintain in full force and effect any insurance policies related to the Property until the Closing Date.



8.6 Cooperation with Governmental Authority. Seller agrees, at no cost to Seller, to cooperate fully with Buyer with respect to Buyer's efforts to obtain the Public Funds, the approval of any other financing, the assignment of any existing financing, and approval of any licenses and approvals required by Buyer in connection with Buyer's Intended Use of the Property, and upon receipt of written request therefor Seller agrees to promptly execute, acknowledge, and deliver such applications, documents, instruments, and consents as may be reasonably required to obtain approvals, subject to sufficient time for Seller to review and consult with its advisors and obtain any required approval by Seller's Board of Commissioners.

8.7 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

8.8 Indemnification. To the extent permitted by applicable law, Seller agrees to defend, indemnify and hold Buyer harmless from any losses, damages, liabilities, claims, charges, actions, penalties, interest, fines, or other expenses or expenditures whatsoever, due to, following, or arising out of, directly or indirectly, any and all claims, allegations, actions, causes of action, proceedings, suits, judgments, or otherwise, whether threatened, pending or completed, including, but not limited to, attorneys' fees and costs at all trial and appellate levels, as well as administrative or investigative proceedings, in any manner involving the Property arising out of or related to the following: (i) any claim which arises relating to the Property which occurs during any period of time up to and including the Closing Date; and/or (ii) any litigation pending as of the Closing Date or otherwise resulting from the prior ownership and/or operation of the Property by Seller.

9. Buyer's Representations.

9.1 Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

9.1.1 Buyer's Existence and Authority. Buyer is a limited liability company duly organized, existing and with a status of active under the laws of Florida, and qualified to do business in the State of Florida and Buyer has full power and authority to buy the Property and to comply with the terms of this Contract. The Operating Agreement is in full force and effect. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction contemplated by this Contract are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9.1.2 No Legal Bar. The execution by Buyer of this Contract and the consummation by Buyer of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party, (b) result in the imposition of any lien or encumbrance upon

the Property under any agreement or other instrument to which Buyer is a party or by which Buyer might be bound, or (c) constitute a violation of any law.

9.1.3 Accuracy of Statements. No representation or warranty made by Buyer in this Contract, in any Exhibit attached hereto, or in any letter or certificate furnished to Seller pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

9.1.4 Events Prior to Closing and Other Information. Buyer will use its best efforts: (i) not to cause or permit any action to be taken which would cause any of the foregoing representations and warranties to be untrue as of the Closing Date; and (ii) to cause the conditions in Section 12 below to occur timely so that the parties may proceed with the Closing. Buyer agrees to immediately notify Seller in writing of any event or condition which occurs prior to Closing, which causes a change in the facts related to or the truth of any of the above representations.

9.2 Survival of Representations. All of the representations of Buyer set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date. All of the representations, warranties and agreements of Buyer set forth in this Contract shall survive the Closing.

10. Buyer's Affirmative Covenants.

10.1 No Further Encumbrances. After the Effective Date, Buyer shall not create, incur or suffer to exist any lien or other encumbrance affecting the Property in connection with any inspection or investigation undertaken pursuant to Section 4.3 or Section 4.5 above.

10.2 Further Assurances. In addition to the obligations required to be performed hereunder by Buyer at the Closing, Buyer agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Seller may reasonably request in order to effectuate the consummation of the transactions contemplated herein and in Buyer's Operating Agreement.

11. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

11.1 Compliance with Covenants. Seller shall have performed all covenants, agreements and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller prior to the Closing Date.

11.2 Delivery of Documents. Seller shall deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

11.3 Representations and Warranties. All of Seller's representations and warranties shall be true and correct.

11.4 Status of Title. The status of title to the Land shall be as required by this Contract.

11.5 Tenant Relocation. All of the tenants currently located on the Property shall be relocated by Seller to locations not on the Property before the Closing Date.

11.6 Demolition. The Improvements currently located on the Property and the School Parcel shall be demolished by Seller, at Seller's expense before the Closing Date.

11.7 Environmental Remediation. Any and all environmental remediation necessary to prepare the Land to be suitable for residential development shall be completed by Seller, at Seller's expense, before the Closing Date.

11.8 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from the United States Department of Housing and Urban Development ("HUD") shall have been obtained before the Closing Date.

11.9 City of Tampa Development Agreement. A Development Agreement with the City of Tampa, in a form approved by Buyer and Seller, shall be approved and executed by all relevant parties before the Closing Date.

11.10 Condition of the Land. The Land shall be in the condition as set forth on Exhibit "D" attached hereto and made a part hereof.

11.11 Remedies. If the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period commencing on the date hereof and ending thirty (30) months thereafter (the "Closing Extension Period").

12. Conditions to Seller's Obligation to Close. Seller shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Seller:

12.1 Compliance with Covenants. Buyer shall have performed all covenants, agreements and obligations and complied with all conditions required by this Contract to be performed or complied with by Buyer prior to the Closing Date.

12.2 Delivery of Documents. Buyer shall deliver to Seller all instruments and documents to be delivered to Seller at the Closing pursuant to this Contract.

12.3 Representations and Warranties. All of Buyer's representations and warranties shall be true and correct.

12.4 Tax Increment Financing District. The execution by Buyer before the Closing Date of a Master Development Agreement with the City of Tampa relating to a TIF in a form reasonably acceptable to Buyer and Seller pursuant to the Operating Agreement.

12.5 HUD Approval. Any and all necessary disposition, demolition and redevelopment approvals relating to the Property from HUD shall have been obtained before the Closing Date pursuant to the Operating Agreement.

12.6 City of Tampa Development Agreement. A Development Agreement with the City of Tampa, in a form approved by Buyer and Seller, shall be approved and executed by all relevant parties before the Closing Date.

12.7 Remedies. If the conditions to Seller's obligations have not been satisfied on or before the Closing Date, Seller shall have the option of continuing the Closing Date for the Closing Extension Period.

13. Closing.

13.1 Closing Date and Location. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date. The Closing shall take place at the office of Buyer's Attorney or such other location as may be designated by Buyer's Attorney. Seller may deliver Seller's Documents to the Closing Agent prior to Closing, with escrow instructions for the release of Seller's Documents and the disbursement of Seller's proceeds.

13.2 Subparcel Closings. At Buyer's option, and subject to the requirements hereinafter set forth, at Closing, Seller shall (i) convey the Property to Buyer, or to one or more different grantees designated by Buyer and consented to by Seller in writing, by two or more separate special warranty deeds, each such special warranty deed conveying a separate subparcel of the Property as designated by Buyer and consented to by Seller in writing, and (ii) execute and deliver such other documents as Buyer may reasonably request to facilitate the conveyance at Closing of separate subparcels of the Property to the separate grantees designated by Buyer and consented to by Seller in writing. If Buyer elects, with Seller's written consent, that Seller shall convey the Property by two or more separate deeds, as provided in the preceding sentence, Buyer shall, at least five (5) business days prior to the Closing Date, (a) notify Seller of the name and address of each such grantee (designated by Buyer) of each such deed, (b) notify Seller of which subparcel is to be conveyed to which designated grantee, and (c) deliver to Seller a survey of each subparcel of the Property to be separately conveyed, which survey shall be certified to Seller by a licensed Florida land surveyor, shall contain a separate legal description of each such subparcel of the Property, and shall include a certification by the surveyor that all of said subparcels combined together describe and contain exactly the same land as the Property, and that there are no gaps, gores or overlaps between or among said subparcels. Furthermore, Seller

shall not be obligated to incur additional closing costs or other expenses, over and above the amounts which Seller would incur if the Property was conveyed to Buyer at Closing by one single deed; if Buyer elects, with Seller's written consent, that Seller shall convey the Property by two or more separate deeds, as hereinabove provided, (1) the closing costs shall nonetheless be calculated as if the Property was to be conveyed to Buyer at Closing by one single deed, (2) Seller shall be obligated for only the amount of closing costs, as provided in Section 17.3 below, that Seller would be obligated to pay if the Property was to be conveyed to Buyer at Closing by one single deed, and (3) Buyer shall be responsible for all incremental closing costs incurred because of the multiple deeds provided for in this Section 13.2, over and above the amount which would be incurred if the Property was conveyed to Buyer at Closing by one single deed.

14. Seller's Closing Documents.

14.1 Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer's Attorney:

14.1.1 Deed. The Deed which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

14.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made. Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by Buyer.

14.1.3 Bill of Sale. An absolute bill of sale with full warranty of title conveying the Personal Property to Buyer free and clear of all liens, encumbrances and security interests except for the Permitted Exceptions.

14.1.4 General Assignment. An assignment of all as-built plans and specifications, trade or assumed names, and trade logos, if any, used in the operation of the Property, assigning to Buyer all of Seller's right, title and interest in and to the foregoing to the extent such rights exist and are assignable.

14.1.5 Permits. The originals of all Permits certified by Seller as being true, accurate and complete and in full force and effect.

14.1.6 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986, as amended.

14.1.7 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

14.1.8 Department of Revenue Return. The Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

14.1.9 Certificate Concerning Representation and Warranties. Seller shall execute a certificate dated as of the Closing Date certifying that all of Seller's representations and warranties set forth in this Contract remain true and correct as of the Closing Date, or if not, specifying the respect in which any such representation or warranty is no longer true.

14.1.10 Property Records. The originals of each of the Property Records to the extent not otherwise covered in this Section.

14.2 Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than five (5) days prior to the Closing Date.

15. Buyer's Closing Documents.

15.1 Documents. At Closing, Buyer shall deliver the following documents ("Buyer's Closing Documents") to the Closing Agent:

15.1.1 Buyer's No Lien Affidavit. To the extent required by the Title Company, an affidavit from Buyer attesting that to Buyer's knowledge (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, and (b) no inspection or investigation of the Property have been made for which payment has not been made.

15.1.2 Authorizing Resolutions. Certificates of such resolutions in form and content as Seller may reasonably request evidencing Buyer's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

15.1.3 Certificate Concerning Representations and Warranties. Buyer shall execute a certificate dated as of the Closing Date certifying that all of Buyer's representations and warranties set forth in this Contract remain true and correct as of the Closing Date, or if not, specifying the respect in which any such representation or warranty is no longer true.

15.1.4 Note and Guaranty Agreement. The Note and the Guaranty Agreement shall be duly executed by Buyer and BACDC, respectively.

15.2 Pre-Closing Delivery. Copies of Buyer's Closing Documents shall be delivered to the Closing Agent for review not less than five (5) days prior to the Closing Date.

16. Closing Procedure. The Closing shall proceed in the following manner:

16.1 Transfer of Funds. Buyer shall deliver the Note to the Closing Agent's office and the Cash to Close to the Closing Agent by wire transfer to a depository designated by Closing Agent.

16.2 Delivery of Documents. Buyer shall deliver a closing statement setting forth the Purchase Price and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller, authorizing resolutions, the Guaranty Agreement, and other required documents ("Buyer's Closing Documents"), and Seller shall deliver Seller's Closing Documents, to Closing Agent.

16.3 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then Closing Agent shall disburse the net Cash to Close due Seller, deliver the Note to Seller, pay Seller's lender(s), if any, the amount required to repay the loan(s) and obtain satisfaction of all loan documents, and Buyer's Closing Documents to Seller, and Seller's Closing Documents to Buyer; provided, however, that Closing Agent shall record the Deed in the Public Records of the county where the Land is located. Upon receipt of appropriate affidavits from Seller, the proceeds of sale will be disbursed to Seller at Closing.

17. Prorations and Closing Costs.

17.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing Date, except as otherwise specified:

17.1.1 Taxes. Real Estate and Personal Property taxes shall be prorated based on amounts for the current year with maximum discount taken, except that if tax amounts for the current year are not available, prorations shall be made based upon taxes for the preceding year, with no discount taken.

17.1.2 Other Taxes, Interest, etc. Water and sewer charges, charges under any contracts and all other apportionable operating costs, maintenance charges, and other expenses shall be paid by Seller on the Closing Date. Utilities shall be read on the Closing Date and the bills to such date paid by Seller. All prepaid deposits for utilities shall be either refunded to Seller at the Closing or transferred to Buyer in which event the aggregate amount thereof shall be charged to Buyer at Closing. To the extent Seller has posted any bonds in connection with the Property, Buyer shall be responsible to post substitute bonds at or prior to Closing. Seller shall deliver to Buyer within ten (10) days from the Effective Date a schedule of any bonds and utility deposits posted.

17.1.3 Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by Seller and other pending liens shall be assumed by Buyer.

17.1.4 Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

17.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing, taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

17.3 Seller's Closing Costs. Seller shall be responsible for the payment of the following items prior to or at the time of Closing: (i) certified and pending municipal special assessment liens for which the work has been substantially completed, (ii) the Title Commitment, (iii) the Title Policy premium, (iv) documentary stamps or taxes on Deed, (v) its own legal fees; (vi) Mandatory Exceptions as set forth in Section 5.4.1 herein; and (vii) other costs and charges customarily paid by Seller in the community where the Property is located.

17.4 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing: (i) Survey; (ii) documentary stamp tax on the Note; and (iii) its own legal fees.

18. Possession. Buyer shall be granted full possession of the Property at Closing.

19. Condemnation and Damage by Casualty.

19.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within thirty (30) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) business days after Seller's receipt of such notification. Should Buyer terminate this Contract, the parties hereto shall be released from their respective obligations and liabilities hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

19.2 Damage by Casualty.



19.2.1 Damage Not in Excess of \$200,000.00. If, after the Effective Date but prior to the Closing Date, any damage occurs from fire, windstorm or other casualty to the Property, and the cost to repair such loss or damage does not exceed Two Hundred Thousand Dollars (\$200,000.00), then in such event the Closing shall be consummated as provided for herein and Seller shall cause said damage to be repaired and the Property restored to the condition in which it existed immediately prior to such damage. Seller shall effect such repair and restoration before the Closing Date, and if such damage cannot be repaired by the Closing Date, then at Buyer's option (a) the Closing Date shall be postponed until such repairs have been completed, or (b) the reasonable cost of such repairs, as estimated by Buyer, shall be withheld from the Purchase Price and paid over to Seller upon completion of the repairs and delivery to Buyer of satisfactory evidence that all mechanics, labors and materialmen providing services or materials in connection therewith have been paid in full and Seller's obligation to complete such repairs promptly shall survive the Closing hereunder.

19.2.2 Damage in Excess of \$200,000.00. If the cost to repair such damage or destruction exceeds \$200,000.00, then within thirty (30) days after written notice from Seller that such cost exceeds \$200,000.00, Buyer shall have the option by written notice to Seller, to terminate this Contract and except as otherwise provided for herein, neither Buyer nor Seller shall have any further rights or obligations hereunder. Unless Buyer timely notifies Seller of its election to terminate this Contract, Buyer shall be required to close this transaction in accordance with the Contract and Seller shall assign unto Buyer any and all insurance proceeds and to pay (or withhold from closing proceeds) the amount of any deductible. In such event, Seller shall have no additional obligation if such insurance proceeds are insufficient or unavailable to repair such damage.

## 20. Default.

20.1 Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, Seller shall have the option to terminate the Contract in which event Buyer shall reimburse Seller for Seller's Costs up to a maximum of Twenty Thousand Dollars (\$20,000), and thereafter neither Buyer nor Seller shall have any further obligation hereunder.

20.2 Seller's Default. In the event that this transaction fails to close due to a refusal or default on the part of Seller, Buyer shall have the option to terminate the Contract, without any recourse against Seller, and thereafter neither Buyer nor Seller shall have any further obligation hereunder, or, in the alternative, Buyer shall have the right to seek specific performance against Seller.

20.3 Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract (other than a default in the nature of the failure of a party to close, for which no cure period shall apply), the non-defaulting party shall send written notice of the default to the defaulting party. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this Section 20 prior to the sending of a notice of default to the

defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party, provided, however, that this Section 20 shall not apply to a party's failure to close the transaction.

21. **Brokerage Indemnification.** Buyer and Seller represent to the other that they have not engaged any real estate broker in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby.

22. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, and Seller's Attorney, at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to Buyer, to: Central Park Development Group, LLC  
101 E. Kennedy Boulevard, 6<sup>th</sup> Floor  
Tampa, Florida 33602  
Attn: Roxanne Amoroso  
Facsimile: (813) 225-8462

With a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Attn: Brian J. McDonough, Esq. and Terry Lovell, Esq.  
Facsimile: (305) 789-3395

If to Seller, to: Housing Authority of the City of Tampa  
1514 Union Street  
Tampa, Florida 33607  
Attn: CEO and Senior Vice President Chief Development Officer  
Facsimile: (813) 251-4522

With a copy to: Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A.  
201 E. Kennedy Boulevard, Suite 600  
Tampa, Florida 33602  
Attn: Ricardo L. Gilmore, Esq. and Bernice S. Saxon, Esq.  
Facsimile: (813) 314-4555

23. Buyer's Attorney. Seller acknowledges that the Closing Agent is also Buyer's Attorney in this transaction, and Seller hereby consents to the Closing Agent's representation of Buyer in any litigation which may arise out of this Contract.

24. Assignment. This Contract may not be assigned in whole or in part by Buyer, without the prior written consent of Seller. In the event of an assignment of the Contract by Buyer in accordance with the preceding sentence, a duly executed Assignment of this Contract shall be delivered to Seller on or before the Closing Date.

25. Miscellaneous.

25.1 Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Contract and delivery thereof by facsimile shall be sufficient for all purposes and shall be binding upon any party who so executes.

25.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

25.3 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

25.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.

25.5 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.

25.6 Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

25.7 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

25.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

25.9 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

25.10 Survival. All representations and warranties of Seller set forth in this Contract shall survive the Closing.

25.11 Acceptance Date. This Contract shall be null and void and of no further force and effect unless a copy of same executed by Seller is delivered to Buyer by the close of business on the Acceptance Date.

25.12 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

25.13 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

26. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

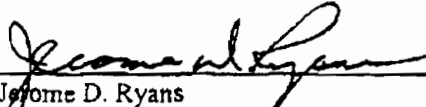
27. Venue. Buyer and Seller agree that any suit, action, or other legal proceeding arising out of or relating to this Contract may be brought in a court of record of the State of Florida in Hillsborough County, in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction.

{Signatures on Following Page}

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER:

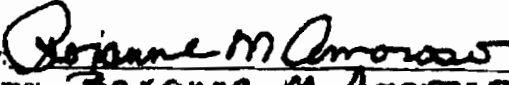
HOUSING AUTHORITY OF THE CITY OF  
TAMPA

By:   
Name: Jerome D. Ryans  
Title: CEO

Date: 3/9/07

BUYER:

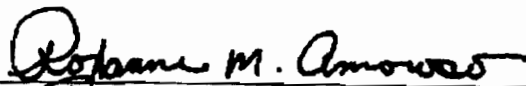
CENTRAL PARK DEVELOPMENT GROUP,  
LLC

By:   
Name: Roxanne M. Amoroso  
Title: Senior Vice President

Date: March 9, 2007

BACDC:

BANC OF AMERICA COMMUNITY  
DEVELOPMENT CORPORATION, SOLELY  
AS TO ITS OBLIGATIONS TO GUARANTEE  
THE NOTE

By:   
Name: Roxanne M. Amoroso  
Title: Senior Vice President

Date: March 9, 2007

**SCHEDULE OF EXHIBITS**

Exhibit A	Legal Description of the Land
Exhibit B	Definitions Addendum
Exhibit C	Legal Description of School Parcel
Exhibit D	Condition of Land
Exhibit E	Schedule of Permits

EXHIBIT "A"

LEGAL DESCRIPTION

Area No. 1 (North of South Street)

beginning at the Northwest corner of Lot 4, Block 2, Curran and Spence Subdivision as recorded in Plat Book 1, Page 41, Public Records of Hillsborough County, Florida, which point is 25 feet West and 11 1/4 feet South of the Northwest corner of Sec. 10 1/2, Twp. 27 North, Rge. 18 East, Tallahassee Meridian, run thence South 0° 00' East 120.2 feet; thence South 89° 40' East 122.2 feet; thence South 88 feet; thence South 89° 10' West 122 feet; thence South 90 feet; thence South 89° 40' East 122.2 feet; thence South 87.2 feet; thence South 89° 40' West 122 feet; thence South 88.25 feet; thence South 89° 40' East 122.2 feet; thence South 88.25 feet; thence South 89° 40' West 122.2 feet; thence South 87.2 feet; thence South 89° 40' East 122 feet; thence South 88.25 feet; thence South 89° 40' West 122.2 feet; thence South 87.2 feet; thence South 89° 40' East 122 feet; thence South 88.25 feet; thence South 89° 40' West 122.2 feet; thence South 87.2 feet; thence South 89° 40' East 122 feet; thence South 88.25 feet; thence South 89° 40' West 122.2 feet; thence South 87.2 feet; thence South 89° 40' East 122 feet; thence South 88.25 feet; thence South 89° 40' West 122.2 feet to the point of beginning.

Area No. 2 (North of South Street)

beginning at a point which is 120.2 feet West and 11 1/4 feet South of the Northwest corner of Sec. 10 1/2, Twp. 27 North, Rge. 18 East, Tallahassee Meridian, which point is the Southwest corner of Lot 4, Block 2, of Curran's Subdivision as shown in Plat Book 1, Page 41, of the Public Records of Hillsborough County, Florida, run thence North 75 feet; thence South 89° 40' West 122 feet; thence North 75 feet; thence North 89° 40' East 122 feet; thence North 75 feet; thence North 89° 40' West 122 feet; thence North 75 feet; thence North 89° 40' East 122 feet; thence North 75 feet; thence North 89° 40' West 122 feet; thence North 75 feet; thence North 89° 40' East 122 feet; thence North 75 feet; thence North 89° 40' West 122 feet to the point of beginning.

## EXHIBIT "B"

### DEFINITIONS ADDENDUM

1. Acceptance Date. March 9, 2007.
2. Attorneys' Fees. All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.
3. Business Day. Any day that the banks in Tampa, Florida are open for business, excluding Saturdays and Sundays.
4. Buyer's Attorney. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Brian J. McDonough, Esq. and Terry M. Lovell, Esq. Buyer's Attorney's mailing address is 150 West Flagler Street, Suite 2300, Miami, Florida 33130; Telephone (305) 789-3350 (McDonough); 305-789-3308 (Lovell); Telecopy (305) 789-3395.
5. Buyer's Costs. Buyer's documented out-of-pocket costs with respect to the purchase of the Property, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.
6. Buyer's Intended Use of the Property. The construction of a mixed use and mixed income development, as further described in the Operating Agreement.
7. Cash to Close. The Purchase Price less the amount of the Note plus all of Buyer's closing costs specified herein subject to the adjustments herein set forth.
8. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price and Note to Seller.
9. Closing Agent. Buyer's Attorney as agent for the Title Company (the "Title Agent") shall be the Closing Agent.
10. Declaration of Restrictive Covenants. The Property shall be encumbered with a Declaration of Restrictive Covenants until such time as a minimum twenty percent (20%) of the housing units are restricted for rent or sale as affordable housing built at generally acceptable densities. The Declaration of Restrictive Covenants shall restrict the proportion of market rate units and commercial development that can occur within the Property prior to or concurrent with the completion of the Affordable Rental Units and the Affordable Homeownership Units (as such terms are defined in Buyer's Operating



Agreement). The final form of such Declaration of Restrictive Covenant shall be mutually agreed upon by all of Buyer's members and shall take into account any comments from Buyer's limited partner investor and/or Buyer's lender(s).

11. Deed. The Special Warranty Deed which conveys the Property from Seller to Buyer.
12. Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.
13. Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to Seller or the Property.
14. Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.
15. Improvements. All buildings, fixtures and related personal property, together with all other structures, on or under the Land.
16. Land. The School Parcel and that certain real property located in Hillsborough County, Florida consisting of 28.8 acres, more or less, and more particularly described in Exhibit "A" attached to the Contract and made a part thereof, together with all property rights, easements, privileges and appurtenances thereto and all profits derived therefrom.
17. Operating Agreement. That certain Limited Liability Company Operating Agreement of Central Park Development Group, LLC, entered into on even date herewith, between Seller and BACDC.
18. Permitted Exceptions. Such exceptions to title as are set forth in Schedule B - Section 2 of the Title Commitment and are acceptable to Buyer, in its sole and absolute discretion, or to which Buyer has not objected to during the Investigation Period.
19. Permits. All licenses, permits and certificates of occupancy applicable to the Property. A schedule of the Permits is attached hereto as Exhibit "E".
20. Personal Property. All items of personal property owned by Seller located on the Land, and excluding therefrom the personal property that belongs to tenants. Such Personal

Property shall include, but not be limited to: (i) all drawings, as-built plans and specifications and all Permits in the possession of Seller; (ii) copyrights, trademarks, servicemarks, trade logos and other marks and trade or business names, relating to the ownership, use, operation and management of the Property, including without limitation the right to use the name "Central Park Village"; and (iii) the Property Records.

21. Prior Policy. A copy of Seller's current Owner's Policy of Title Insurance, if any.
22. Property. The Land, Improvements, Personal Property, and Property Records.
23. Property Records. Copies of all the following documents relating to the Property to the extent that the same is in Seller's possession: Any and all Permits, appraisals, paid tax bills for the year 2005, copies of unaudited financial statements for the Property for the years 2003, 2004 and 2005, copies of monthly income and expense reports and utility bills relating to the Property for the past twelve (12) calendar months, tax assessment notices, current Certificates of Occupancy, uncorrected or unpaid building code violation notices, title insurance policies, surveys, site plans, as-built plans and specifications, plats, soil tests, reports, environmental reports and audits, engineering reports and similar technical data and information, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is Hazardous Material on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).
24. Public Funds. Such funds which represent proceeds of loans or grants made by or through a Governmental Authority to Buyer to partially fund Buyer's acquisition of the Property.
25. School Parcel. That certain real property located in Hillsborough County, Florida consisting of one (1) acre, more or less, and more particularly described in Exhibit "C" attached to the Contract and made a part thereof, together with all property rights, easements, privileges and appurtenances thereto and all profits derived therefrom.
26. Seller's Costs. Seller's documented out-of-pocket costs with respect to the sale of the Property, including but not limited to charges for title examinations, Property redevelopment evaluations, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.
27. Seller's Counsel. Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A., Fifth Third Center, 201 E. Kennedy, Suite 600, Tampa, FL 33602; Telephone (813) 314-4500; Telecopy (813) 314-4555; Attention: Bernice Saxon and Ricardo Gilmore.

- 
28. Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of Seller's and Buyer's obligations pursuant to this Contract.
  29. Title Company. Lawyers Title Insurance Corporation or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.
  30. Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to the Permitted Exceptions.

EXHIBIT "C"

LEGAL DESCRIPTION OF SCHOOL PARCEL

*Meacham Elementary*

Lots 12 through 16 inclusive, Map of Carruth and Spencer's Subdivision, and Lot 14 of H.L. Mitchell's Subdivision, Plat Book 1, Page 42, Hillsborough County, Florida, plus:

*Leased portion*

Began at the Southeast corner of Meacham Elementary School, proceed South 53.9', proceed Southwest 504.3', proceed North on Governor Street 284.2', proceed East 188.2', then South 94.70', along the West side of Meacham School, proceed East 292.9' along South boundary of Meacham School to original starting point, said area being enclosed by a cyclone fence.

The subject property is also identified by the Hillsborough County Property Appraiser as Property Identification Numbers A-13-29-18-4YX-000003-00012.1 and A-13-29-18-4YX-000002-00004.0 (part of).

**EXHIBIT "D"**

**CONDITION OF LAND**

The Land shall be clear of all existing improvements, except for St. James Church and any streets, trees and/or utility poles/lines that are reasonably agreeable to Buyer. The Land shall also be: (i) rough graded; (ii) sodded or seeded with appropriate erosion prevention measures intact as required by any permitting agency; and (iii) fenced.

**EXHIBIT "E"**

**SCHEDULE OF PERMITS**

Temporary utilities, construction and/or fencing permits, if any.

**PURCHASE AND SALE AGREEMENT**

*by and between*

**THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA,**  
a public body corporate  
as "Seller"

*and*

**THE HOUSING AUTHORITY OF THE CITY OF TAMPA**  
a body corporate and politic  
pursuant to Chapter 421, Florida Statutes,  
as "Buyer"

*For the Property Known as:*

**MEACHAM ELEMENTARY**  
located in  
Tampa, Florida

*Dated: April 10, 2007*



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## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into on the date of the signature last below dated, hereinafter called the "Effective Date", by and between THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, a public body corporate, hereinafter called "Seller"; and THE HOUSING AUTHORITY OF THE CITY OF TAMPA, a body corporate and politic, pursuant to Chapter 421, Florida Statutes, hereinafter called "Buyer".

### WITNESSETH:

1. **Agreement to Sell and Purchase.** In consideration of the mutual promises and undertakings hereinafter set forth to be kept and performed by the parties, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, under the terms and conditions set forth in this Agreement, all right, title and interest of Seller in and to the following:
  - a. All that certain real property described on **Exhibit "A"** attached hereto, together with all improvements, structures, and fixtures located thereon, and all rights, titles, easements, and interests appurtenant thereto; and
  - b. Any and all licenses, permits, authorizations, and other approvals that are in effect as of the Closing Date (as hereinafter defined) relating to or affecting the real property and any and all development rights that exist as of the Closing Date and relate to the real property (collectively the "**Intangible Property**");
  - c. The term "**Property**" as used herein means the aggregate of the real property described in **Exhibit "A"**, and the Intangible Property.
  
2. **Purchase Price; Method of Payment.** The purchase price for the Property, hereinafter called the "**Purchase Price**", shall be comprised of: (i) One Million Two Hundred Sixty-Nine Thousand and No/100 Dollars (\$1,269,000) (the "**Cash Portion**"), and (ii) the transfer on the Closing Date, from Buyer to Seller, by special warranty deed, with good, insurable and marketable title, of that certain two (2) acre parcel of real property described on **Exhibit "B"**, attached hereto (the "**Lot Portion**"). The Cash Portion of the Purchase Price shall be paid by Buyer to Seller on the Closing Date, subject to the prorations and adjustments hereinafter described, either by (i) a certified check drawn upon, or cashier's check of, a national bank, or (ii) by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller. All payments made hereunder shall likewise be made by either (i) a certified check drawn upon, or cashier's check of, a national bank, or (ii) by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.
  
3. **Earnest Money.** Within seven (7) days of the execution of this Agreement, Buyer shall deliver to Escrow Agent (hereinafter defined) funds in the amount of One Hundred Dollars (\$100.00) (the "**Deposit**"), to be held in escrow by Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A. (the "**Escrow Agent**") pursuant to the terms and conditions of this Agreement and those set forth on **Exhibit "C"** attached hereto. The Deposit shall be promptly deposited by Escrow Agent in a separate, federally insured, escrow account reasonably satisfactory to Seller.

4. **Closing.** The closing of the purchase and sale of the Property, hereinafter called "**Closing**", shall be held at the offices of Title Company (as hereinafter defined), in Tampa, Florida (or such other location as may be mutually agreeable to the parties), on or before October 31, 2007 (the "**Closing Date**").
5. **Investigation Period.** Buyer shall have up to sixty (60) days from the Effective Date to inspect the Property (the "**Investigation Period**"). During the Investigation Period, Buyer shall have the right to enter upon the Property to make all inspections and investigations of the condition of the Property which Buyer may deem necessary, including, but not limited to, soil boring; percolation tests; engineering, environmental and topographical studies; and investigations of zoning and the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's sole cost and expense. After completing its inspection of the Property, Buyer shall, at its sole cost and expense, repair any damage it has caused to the Property in a good and workmanlike manner and shall under no circumstances allow any liens to attach to the Property as a result of Buyer's activities. Furthermore, to the extent allowed by law, Buyer shall indemnify, defend and hold harmless Seller from and against all losses, claims, damages, liabilities, reasonable attorneys' and paralegal fees and cost of litigation and all other expenses related to, growing out of, or arising from the entry on or inspection of the Property by Buyer or Buyer's consultants and/or agents. All inspections shall be conducted during normal business hours with at least forty-eight (48) hours prior notice to Seller, and Buyer shall coordinate any on-site inspection of the Property with Seller. All information obtained by Buyer during the Investigation Period and thereafter until the Closing Date shall be kept confidential except for disclosures to such professionals as may be required in connection with Buyer's investigation and acquisition of the Property or as otherwise required by law. If Buyer is not satisfied with such inspections or investigations, with the results of any cure efforts by Seller, or with any other matter relating to the Property for any reason whatsoever, Buyer may terminate this Agreement by giving written notice of termination to Seller at any time within the Inspection Period. If Buyer terminates this Agreement pursuant to the foregoing sentence, Buyer shall deliver to Seller all reports and studies relating to the Property resulting from the inspection of the Property. Upon Seller's receipt of such reports, studies, and documents, the Deposit shall be returned to Buyer and neither party shall have any further rights or obligation to the other, except for the indemnity set forth herein. If Buyer does not terminate this Agreement within the Investigation Period, as provided herein, Buyer shall be deemed to have waived the right to terminate this Agreement and shall be deemed to have accepted and approved the Property.
6. **As-Is Condition.** Except as otherwise may be expressly referenced in this Agreement, Buyer expressly acknowledges and agrees that Buyer is purchasing the Property in its "as is, where is" condition without any representations or warranty by Seller as to its condition or fitness for a particular purpose. Buyer acknowledges and agrees that Buyer shall rely solely on its own judgment and due diligence investigation in deciding whether to purchase the Property. Buyer represents and warrants to Seller that Buyer is a knowledgeable, sophisticated and experienced purchaser of real estate and is fully-capable of making an informed decision to proceed or not proceed with its acquisition of the Property in its "as is, where is condition" based solely on the basis of the results in conclusion of its inspections and investigations of the Property.

7. **Title Evidence.** Within thirty (30) days from the Effective Date, Seller shall deliver to Buyer an ALTA Owner's Policy Form B-1970 (rev. 10-12-70 and 10-17-84) commitment for title insurance covering the Property and issued by a title insurance company acceptable to Buyer (the "**Title Company**"), which commitment (the "**Title Commitment**") shall agree to issue to Buyer, upon the Closing, a title insurance policy insuring the Property without exception for any matters other than the Permitted Exceptions as hereinafter set forth in Paragraph 10, together with any promulgated endorsements as may be requested by Buyer. Legible copies of all documents referred to as exceptions to the title in the Title Commitment must be delivered to Buyer at the time the Title Commitment is delivered.

8. **Property Survey.** Within thirty (30) days from the Effective Date, Seller shall deliver to Buyer a current boundary survey of the Property (the "**Survey**"). The Survey shall:

- a. Set forth an accurate description of the Property;
- b. Locate all existing easements and rights-of-way (setting forth the book and page number of the recorded instruments creating the same), alleys, streets and roads;
- c. Show any encroachments upon or by the Property;
- d. Show any existing above ground improvements (such as buildings, poles, power lines, fences, etc.);
- e. Contain a surveyor's certification in favor of Buyer, the Title Company and such other parties as Buyer may designate;
- f. Show all dedicated and maintained public streets providing access to the Property and whether such access is paved to the property line of the Property;
- g. Set forth the gross acreage of the Property to the nearest one-tenth of an acre;
- h. State whether the Property is located in a flood zone and, if so, the specific flood zone designation of the Property;
- i. Be prepared in conformity with the Minimum Technical Standards for Surveying and Mapping set forth by the Florida Board of Professional Surveyors in Chapter 61G-17-6, Florida Administrative Code, pursuant to Section 472.0287, Florida Statutes; and
- j. Show any and all matters listed as exceptions to title on the Title Commitment.

In the event the Survey shows any encroachments of any improvement upon, from or on the Property or on any property line or easement, said encroachment shall be deemed to be a title defect and may be treated as an objection to title by Buyer under Paragraph 9 hereof.

9. **Cure of Title Defects.** In the event that any exceptions appear in the Title Commitment or any matters appear on the Survey which are unacceptable to Buyer, Buyer shall, within

ten (10) business days after receipt of both the Title Commitment and the Survey, notify the Seller in writing of such fact and the reason therefore (the "Title Notice"). In the event the Survey shows any encroachments of any improvements upon, from or onto the Property or in the event the Survey depicts any overlaps, strips or gores or in the event the Survey shows any other matters which are not acceptable to Buyer, the same shall be deemed to be a title defect and shall be treated as an objection to the title by Buyer under this Paragraph 9. If no Title Notice is delivered by Buyer to Seller within the aforesaid period, Buyer shall be deemed to have accepted all exceptions to the title shown on the Title Commitment and all matters depicted on the Survey, and such exceptions and matters shall be deemed to be "Permitted Exceptions" as used hereunder. If a Title Notice is delivered by Buyer to Seller within the permitted time period, Seller, within ten (10) business days after receipt of Title Notice, shall notify Buyer whether Seller intends to attempt to cure the matter of which Title Notice has been given or whether it elects not to cure any such matter(s) (the "Seller's Notice"). In the event Seller elects to attempt to cure any matter(s) referenced in the Notice, Seller shall have thirty (30) days after delivery of Seller's Notice in which to do so (the "Curative Period"). Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, modify or cure such unacceptable exceptions and matters except for voluntary monetary liens imposed upon the Property by Seller, which liens Seller shall remove of record no later than Closing. In the event Seller is unable or unwilling to eliminate or modify such unacceptable title exceptions (other than the aforesaid monetary liens which Seller shall be obligated to remove), Buyer, as its sole and exclusive remedy, may within ten (10) business days after receipt of Seller's Notice in the event Seller elects not to cure the matter(s) referenced in the Title Notice or within (10) business days after the expiration of the Curative Period in the event Seller elects to cure but is unsuccessful in curing the defect(s) of which proper notice has been given, but in no event later than the Closing Date (i) terminate this Agreement by notice in writing to Seller or (ii) accept such title as Seller can deliver and any matters shown on the Title Commitment shall be included in the term "Permitted Exceptions". If Buyer fails to respond within such ten (10) business days, Buyer shall be deemed to have terminated this Agreement. In the event of such termination, the parties shall have no further rights or obligations hereunder, and the Deposit shall be returned to Buyer.

Subsequent to the end of the Inspection Period and within two (2) business days prior to the Closing, Seller shall update the Title Commitment (the "Updated Title Commitment"), and deliver a copy thereof, together with copies of any new title matters, to Buyer. If the Updated Title Commitment reflects any exceptions to the title other than Permitted Exceptions and any matters which (i) are otherwise contemplated by the Agreement or (ii) are created as a result of the act or omission of Buyer, Buyer shall notify Seller of any such exceptions, and Seller shall use its best efforts to cure the matters of which the notice has been given prior to the Closing. In the event Seller is unable to cure any such matter after its good faith efforts to do so and within thirty (30) days after its receipt of such notice (with the Closing Date extended to allow the full running of such 30-day period), Buyer may either terminate this Agreement by notice in writing to Seller, exercise Buyer's remedies if such new matters would be deemed a default by Seller under this Agreement or accept such title as Seller can deliver, and any matters shown on the Updated Title Commitment shall be deemed to be "Permitted

**Exceptions".** In the event of any such termination, the parties shall have no further rights or obligations hereunder, except the Deposit shall be returned to Buyer.

10. **Permitted Exceptions.** The Property shall be conveyed to Buyer subject to no liens, charges, encumbrances, easements, restrictions, exceptions or reservations of any kind or character other than the following exceptions (the "**Permitted Exceptions**"):
- a. Ad valorem taxes not yet due and payable for the year of the Closing and subsequent years;
  - b. Zoning ordinances and, all other laws, rules, regulations and ordinances, of any governmental authorities having jurisdiction over the Property; and
  - c. Any easements, restrictions or other matters which may be waived by Buyer pursuant to Paragraph 9 hereof.

Notwithstanding the foregoing, it is expressly understood that the Special Warranty Deed referenced below shall include a general exception for matters of survey.

11. **Seller's Deliveries at Closing.** On the Closing Date, Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller:
- a. A Special Warranty Deed, in recordable form, conveying the Property described on Exhibit "A" attached hereto;
  - b. A Seller's Affidavit with respect to the Property in form sufficient to eliminate any standard exceptions in Buyer's final policy of title insurance;
  - c. A certificate and affidavit of non-foreign status;
  - d. A resolution of authority (or comparable resolution duly passed by the board of directors or other governing authority of Seller) and an incumbency certificate to evidence Seller's capacity and authority to consummate Closing, and to identify the person(s) duly authorized and empowered to execute the Closing documents on behalf of Seller, as well as a certified copy of Seller's articles of incorporation and bylaws or comparable organizational document(s), as appropriate, including all amendments thereto; and, in all instances regardless of Seller's organizational structure, all other documents reasonably requested by Title Company or Buyer;
  - e. A "quit claim" bill of sale for all property, if any, being transferred to Buyer, free and clear of all encumbrances;
  - f. A UCC-1 search from the Secretary of State of the State of Florida evidencing that there are no financing statements affecting the Property; and
  - g. Any and all other documents necessary to effect closing, including but not limited to a Closing Statement setting forth the charges, adjustments and credits to each party.

12. **Buyer's Deliveries at Closing.** Buyer shall deliver to Title Company the following (duly and fully executed, attested or witnessed, and acknowledged or notarized, as appropriate), all of which must be prepared and completed in a manner that is acceptable to Seller at Closing:
- a. Written instructions to Escrow Agent to release the Deposit for disbursement to Seller;
  - b. The balance of the Cash Portion of the Purchase Price and other funds sufficient to pay all Closing and other costs and all adjustments required to be paid by Buyer under this Agreement;
  - c. The special warranty deed for the Lot Portion of the Purchase Price;
  - d. A resolution of authority (or comparable resolution duly passed by the board of directors or other governing authority of Buyer) and an incumbency certificate to evidence Buyer's capacity and authority to consummate Closing, and to identify the person(s) duly authorized and empowered to execute the Closing Documents on behalf of Buyer, as well as a certified copy of Buyer's articles of incorporation and bylaws or comparable organizational document(s), as appropriate, including all amendments thereto; and, in all instances regardless of Buyer's organizational structure, all other documents reasonably requested by Title Company or Seller; and
  - e. Any and all other documents necessary to effect closing, including but not limited to a Closing Statement setting forth the charges, adjustments and credits to each party.
13. **Costs of Closing.** Seller shall pay Seller's costs of document preparation and its attorneys' fees; documentary stamps, if any, required to be affixed to the deed; recording of corrective instruments; the premium for an Owner's Title Insurance Policy and any associated endorsements; and the cost of the Survey. Buyer shall pay all other costs and expenses, including, but not limited to, documentary stamps and/or intangible tax required to be affixed to the mortgage, if any; all recording costs; the cost of any inspection obtained pursuant to Paragraph 5 hereof; the cost of any appraisal; and Buyer's attorneys' fees.
14. **Tax Prorations.** Seller warrants that the Property is exempt from city, state and county ad valorem taxes. Therefore, there will be no proration for taxes and assessments.
15. **Warranties, Representations and Additional Covenants of Seller.** Seller represents, warrants and covenants to and with Buyer, knowing that Buyer is relying on each such representation, warranty and covenant, that:
- a. To Seller's knowledge, Seller has insurable title to the Property subject to the Permitted Exceptions specified in Paragraph 10 hereof; and, subject to the provisions of Section 39 hereof, Seller has the lawful right, power, authority and capacity to enter into this Agreement and to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

- b. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect, attorney or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property;
- c. Seller will deliver on the Closing Date all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement;
- d. There are no actions, suits, Claims or other proceedings (collectively, "Litigation") pending or, to the best of Seller's knowledge, contemplated or threatened against Seller that could affect Seller's ability to perform its obligations when and as required under the terms of this Agreement;
- e. To the knowledge of Seller, no portion of the Property has ever been used as a sanitary landfill or as a garbage dump;
- f. Seller has no knowledge of any toxic substances, hazardous wastes, hazardous substances, or any other pollutants or dangerous substances regulated pursuant to any applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB's), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon, underground storage tanks (whether empty, filled or partially filled with any substance regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal being present on the Property; provided, however, that notwithstanding the foregoing, Seller makes no representations or warranties of any nature as to the vertical improvements located on the Property. Seller further represents that neither Seller nor, to Seller's knowledge, any third party has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any of the aforementioned materials (the "Hazardous Materials"). For the purpose of this Paragraph 15(f), Hazardous Materials shall also include but not be limited to substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Recovery and Management Act, as amended ("RRMA"), 42 U.S.C. Section 6901, et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; and
- g. Seller will not cause any action to be taken which will cause any of the foregoing representations, warranties or covenants to be untrue or not to be performed on the Closing Date.



The representations and warranties set forth above shall survive the Closing for a period of three hundred sixty-five (365) days, and, thereafter, such representations and warranties shall terminate and be of no further force and effect. Terms such as "to the knowledge of Seller", to "Seller's knowledge" or like phrases used in this Section and/or this Agreement shall mean the actual, present and conscious awareness of Seller without any duty of inquiry or investigation. Such terms do not include constructive knowledge, imputed knowledge or knowledge which Seller does not have but could have obtained. Seller shall have no liability after Closing for the breach of the foregoing representations and warranties if Buyer had actual knowledge thereof as of the Closing Date, and the foregoing representations and warranties shall be deemed modified by any and all information and knowledge obtained by Buyer prior to Closing.

16. **Representations, Warranties and Covenants of Buyer.** Buyer represents and warrants that:

- a. Buyer is a duly authorized and existing non-profit corporate body and politic pursuant to Chapter 421, Florida Statutes; Buyer is qualified to do business in the state in which the Property is situated; Buyer has full right and authority to enter into this Agreement and to consummate the transactions contemplated herein; each of the persons executing this Agreement on behalf of Buyer is authorized to do so; and this Agreement constitutes a valid and legally binding obligation of Buyer, enforceable in accordance with its terms; and
- b. There are no material legal or administrative proceedings pending or, to the best of Buyer's knowledge, threatened against or affecting Buyer that could affect Buyer's ability to perform its obligations when and as required under the terms of this Agreement.

The representations and warranties set forth above shall survive the Closing for a period of three hundred sixty-five (365) days, and, thereafter, such representations and warranties shall terminate and be of no further force and effect. Terms such as "to the knowledge of Buyer", to "Buyer's knowledge" or like phrases used in this Section and/or this Agreement shall mean the actual, present and conscious awareness of Buyer without any duty of inquiry or investigation. Such terms do not include constructive knowledge, imputed knowledge or knowledge which Buyer does not have but could have obtained. Buyer shall have no liability after Closing for the breach of the foregoing representations and warranties if Seller had actual knowledge thereof as of the Closing Date, and the foregoing representations and warranties shall be deemed modified by any and all information and knowledge obtained by Seller prior to Closing

17. **Possession at Closing.** Seller shall surrender full and exclusive possession of the Property to Buyer on the Closing Date.
18. **Remedies.** If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, Seller, in addition to receipt of the tests and data obtained by Buyer, shall be entitled to retain the Deposit as full liquidated damages for such default. The parties acknowledge that Seller's actual



damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Buyer's default and as compensation for Seller's taking the Property off the market during the term of this Agreement.

If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, the parties hereto agree that Buyer may, as its sole and exclusive remedies, (i) terminate this Agreement and receive the return of the Deposit or (ii) seek specific performance of Seller's obligations under this Agreement thereby waiving damages.

19. **Condemnation.** If Seller has or obtains actual knowledge of any pending or threatened condemnation proceedings or actions, then Seller shall notify Buyer promptly. If on or prior to the Closing Date any portion of the Property shall be taken or condemned pursuant to any governmental or other power of eminent domain, any written notice of such a taking or condemnation shall be issued by any governmental authority having the power of eminent domain, or any proceeding for such a taking or condemnation shall be instituted by any governmental authority having the power of eminent domain (collectively, "**Taking**") and if Buyer would be substantially prevented from continuing the existing use of the Property after the Taking, then Buyer shall have the right, exercisable only by giving notice to Seller (with a copy to Escrow Agent) within fifteen (15) days after receiving Seller's notice of the Taking, to terminate this Agreement. If Buyer duly exercises that right, then Escrow Agent is hereby instructed to return the Deposit to Buyer in accordance with Exhibit "B" as Buyer's sole remedy. If Buyer does not duly exercise that right, then Buyer shall have no further right to object to the Taking. If Buyer shall not have the right to terminate this Agreement under the foregoing provisions of this Section on account of a Taking or if Buyer shall have waived any objection (or shall have no further right to object) to a Taking under those provisions, then, at Closing (a) Buyer shall accept the Property subject to the Taking, (b) the Purchase Price shall be reduced by the amount of any award theretofore received by Seller with respect to the Taking, with the Purchase Price required hereunder being reduced proportionately, and (c) Seller shall assign to Buyer all of Seller's rights to any and all awards not theretofore made or paid with respect to the Taking.
20. **Assignment.** This Agreement may be assigned by Buyer to Central Park Development Group, LLC, and further assigned to CP Development Group 2, LLC and/or CP Development Group 3, LLC without the written consent of Seller. However, no other assignment of this Agreement, in whole or in part, directly or indirectly, shall be permitted without the prior written consent of Seller.
21. **Parties.** This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective heirs, legal representatives, successors and permitted assigns.

22. **Brokerage Commissions.** Buyer and Seller both represent and warrant to the other that neither has dealt with any real estate broker, agent or finder in connection with the transaction described in this Agreement. Seller shall defend, indemnify and hold harmless Buyer from and against any and all claims that may be asserted against or incurred by Buyer and arise from or pertain to any brokerage commissions, fees, costs or other expenses that may be due to or claimed by any brokers, agents or finders with whom Seller has dealt or is claimed to have dealt.
23. **Survival.** Notwithstanding the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed, and the payment of the Purchase Price or the earlier termination of this Agreement, the provisions of this Agreement which are intended to survive shall continue and survive.
24. **Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.
25. **Applicable Law.** This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Florida.
26. **Counterparts and Facsimiles.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.
- Facsimile copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile signatures are acceptable and shall be deemed to be original signatures.
27. **Time.** Time is and shall be of the essence of this Agreement. Any time period provided herein which ends on a Saturday, Sunday or national banking holiday shall automatically be extended to 5:00 PM of the next full business day. For purposes of this Agreement, a "business day" shall mean any day which is not a Saturday, Sunday or a national banking holiday. Whenever this Agreement makes reference to a time period which begins on or lasts for a time "from", "following" or "after" a certain date, it is expressly understood and agreed that the words "from", "following" and "after" do not imply or impute the word "including" so that no such time frames shall include such date.
28. **Captions.** The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.
29. **Exhibits.** Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

30. **Notices.** All notices, requests, demands, tenders, and other communications under this Agreement shall be in writing and shall be personally delivered, sent by overnight commercial courier, mailed or sent by facsimile machine transmittal to the addresses below. Notices given by personal delivery shall be presumed to have been received upon tender to the applicable natural person designated below to receive notices or, in the absence of such a designation, upon tender to the person signing this Agreement on behalf of the applicable party. Notices given by facsimile machine transmittal shall be presumed to have been received upon confirmation of successful transmittal by the sender's facsimile machine. Notices given by overnight commercial courier shall be presumed to have been received the next business day after acceptance by such overnight commercial courier. Notices given by mail shall be presumed to have been received on the third (3rd) business day after deposit into the United States Postal System.

**SELLER:**

**THE SCHOOL BOARD OF HILLSBOROUGH  
COUNTY, FLORIDA**

901 East Kennedy Boulevard  
Tampa, Florida 33602  
Attn: Cathy L. Valdes, Chief Facilities Officer  
Facsimile No. (813) 272-4002

With courtesy copies to:

Hill, Ward & Henderson, P.A.  
Bank of America Plaza, Suite 3700  
101 East Kennedy Boulevard  
Tampa, Florida 33602  
Attn: Thomas N. Henderson, III, Esq.  
Facsimile No. (813) 221-2900

**BUYER:**

**THE HOUSING AUTHORITY OF THE CITY OF  
TAMPA**

1529 West Main Street  
Tampa, FL 33607  
Fax: (813) 252-4522

With courtesy copies to:

Ricardo L. Gilmore, Esq.  
Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A.  
201 East Kennedy Boulevard  
Suite 600  
Tampa, FL 33602  
Fax: (813) 314-4555

Rejection or other refusal to accept, or inability to deliver because of changed address or facsimile number of which no notice was given, shall be deemed to be receipt of such notice, request, demand, tender, or other communication.

The failure by any party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Agreement nor shall it create a defect in any notice which is otherwise properly given. Furthermore, it is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written

notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

Any party hereto may, at any time by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

31. **Waiver.** No failure or delay on the part of Seller in exercising any right of Seller, nor shall any action on the part of Seller or any course of dealing or partial performance be deemed a waiver of any right of Seller set forth herein or a modification of any term set forth herein. Likewise, no failure or delay on the part of Buyer in exercising any right of Buyer, nor shall any action on the part of Buyer or any course of dealing or partial performance be deemed a waiver of any right of Buyer set forth herein or a modification of any term set forth herein.
32. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.
33. **No Recordation.** Neither Seller nor Buyer shall be entitled to record this Agreement or a memorandum or other notice of this Agreement among the land records or other public records of the jurisdiction in which the Property is located. This section is a specific directive to the officials of such jurisdiction not to record this Agreement or a memorandum or other notice of this Agreement.
34. **Attorneys' Fees.** In the event that any party to this Agreement shall be required to retain an attorney in order to enforce any terms, conditions or covenants under this Agreement, or to remedy any breach thereof, the prevailing party shall be entitled to recover the costs of any such enforcement proceedings, including, but not limited to reasonable attorneys' fees (including charges for paralegals and others working under the direction or supervision of the party's attorney) whether incurred in connection with trial, appeal, bankruptcy proceedings, or otherwise, and court costs.
35. **Plurality and Gender.** Wherever in this Agreement the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neutered genders, and vice versa, as the context shall require.
36. **Rule of Construction.** Buyer and Seller have each read and fully understand the terms of this Agreement, and each has had the opportunity to have this Agreement reviewed by its own counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the party drafting the same shall not apply.
37. **Radon Gas and Energy Disclosures.**
  - a. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information

regarding radon and radon testing may be obtained from your county public health department.

- b. **ENERGY EFFICIENCY INFORMATION:** Buyer may have the energy efficiency rating of the buildings located on the Property being purchased determined. A copy of the brochure relating to this matter prepared by the State of Florida has been furnished by Seller to Buyer.
38. **Escrow Agent Provisions.** Escrow Agent is signing this Agreement for the sole purposes of acknowledging, accepting, and agreeing to perform Escrow Agent's responsibilities under this Agreement, including those set forth in Exhibit "B". The Escrow Agent shall not demand any releases or indemnities, or impose any other requirements or conditions, with respect to such performance except as set forth in this Agreement. The Escrow Agent's rights and responsibilities may be modified only by written amendment to this Agreement signed by Escrow Agent, as well as by Seller and Buyer. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties to such amendment, but shall not be binding upon Escrow Agent.
39. **Seller Board Approval.** Buyer acknowledges that the terms and conditions of this Agreement are subject to the approval of and ratification by the School Board of Hillsborough County, Florida, at its regularly scheduled Board Meeting on April 24, 2007, and that, if such approval and ratification is not granted by the School Board, this Agreement shall be null and void irrespective of the fact that it has been executed by the Chief Facilities Officer for Seller as indicated below. In this regard, Seller agrees to furnish Buyer with written evidence of such approval and ratification in the form attached hereto as **Exhibit "D"** if and when this Agreement is approved and ratified by the Board.

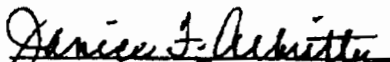
[Signature Lines Begin on the Next Page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly executed, sealed and delivered, all as of the day and year of the signature last below dated.

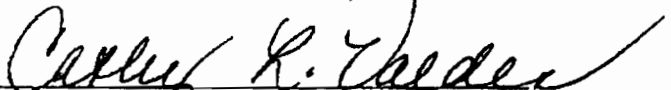
WITNESSES:

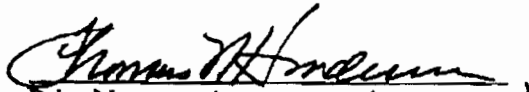
SELLER:

THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, a public body corporate

  
Print Name: JANICE F. AUBRITTON

By:


  
Cathy L. Valdes, Chief Facilities Officer

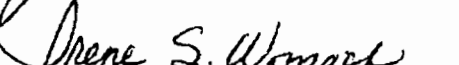
  
Print Name: THOMAS N. HENDERSON

BUYER:

THE HOUSING AUTHORITY OF THE CITY OF TAMPA, a body corporate and politic pursuant to Chapter 421, Florida Statutes

  
Print Name: Tracy Mann

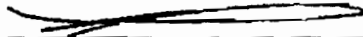
<sup>BSS</sup>  
<sub>PK</sub>  
By:   
Print Name: JAMES D. LYONS  
Title: President & CEO

  
Print Name: Irene S. Womack

Escrow Agent joins into this Purchase and Sale Agreement for the sole purpose of acknowledging receipt of the Deposit and consenting to the terms and provisions hereof regarding Escrow Agent's duties and responsibilities.

**ESCROW AGENT:**

**SAXON, GILMORE, CARRAWAY, GIBBONS,  
LASH & WILCOX, P.A.**

By:   
Print Name: BERNICE S. SAXON  
Title: PRESIDENT

Date: 4/9/07

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF SCHOOL PARCEL**

***Meredith Elementary***  
**Lots 13 through 16 inclusive, Map of Crotch and Spitzer's Subdivision, and Lot 14 of**  
**H.L. Marshall's Subdivision, Plat Book 1, Page 42, Hillsborough County, Florida.**

**The subject property is also identified by the Hillsborough County Property Appraiser as**  
**Property Identification Numbers A-13-29-18-4YX-000023-00012.1 and**  
**A-13-29-18-4YX-000022-00024.0 (part of).**



EXHIBIT "B"

LEGAL DESCRIPTION OF 2 ACRE PARCEL

Area No. 2 (North of Scott Street)

Beginning at a point which is 1188.2 feet West and 1134 feet South of the Northeast corner of Gov. Lot 6, Sec. 13, Twp. 29 South, Rge. 18 East, Tallahassee Meridian, which point is the Southwest corner of Lot 8, Block 4, of Gidden's Subdivision, as recorded in Deed Book "K", Page 518, of the Public Records of Hillsborough County, Florida, run thence North 73 feet; thence South  $89^{\circ} 40'$  West 21 feet; thence North 73 feet; thence North  $89^{\circ} 40'$  East 8 feet; thence North 159 feet; thence North  $89^{\circ} 30' 30''$  East 335 feet; thence South  $0^{\circ} 01'$  East 195.8 feet; thence South  $89^{\circ} 40'$  West 86 feet; thence South  $0^{\circ} 01'$  East 109.5 feet; thence South  $89^{\circ} 40'$  West 236 feet to the point of beginning.

## EXHIBIT "C"

### PROVISIONS WITH RESPECT TO ESCROW AGENT

All terms used in this Exhibit shall have the same respective meanings as are set forth in the Purchase and Sale Agreement to which this Exhibit is attached.

- a. If Seller notifies Escrow Agent that Seller is entitled to the Deposit pursuant to the terms of the Agreement ("Seller's Notice"), then Escrow Agent shall promptly give a copy of the Seller's Notice to Buyer. Buyer shall have fifteen (15) days after Buyer's receipt of said copy to give notice to Escrow Agent objecting to the release of the Deposit to Seller ("Buyer's Objection Notice"). If Escrow Agent does not receive a Buyer's Objection Notice within said period, then Escrow Agent shall pay the Deposit to Seller. If Escrow Agent does received a Buyer's Objection Notice within said period, then Escrow Agent shall not release the Deposit except (a) in accordance with written instructions signed by both Buyer and Seller or a final order of a court of competent jurisdiction, or (b) by depositing same in a court of competent jurisdiction in connection with an interpleader.
- b. If Buyer notifies Escrow Agent that Buyer is entitled to the Deposit pursuant to the terms of the Agreement ("Buyer's Notice"), then Escrow Agent shall promptly give a copy of the Buyer's Notice to Seller. Seller shall have fifteen (15) days after Seller's receipt of said copy to give notice to Escrow Agent objecting to the release of the Deposit to buyer ("Seller's Objection Notice"). If Escrow Agent does not receive a Seller's Objection Notice within said period, then Escrow Agent shall pay the Deposit to Buyer. If Escrow Agent does receive a Seller's Objection Notice within said period, then escrow Agent shall not release the Deposit except (a) in accordance with written instructions signed by both Buyer and Seller or a final order of a court of competent jurisdiction, or (b) by depositing same in a court of competent jurisdiction in connection with an interpleader.
- c. Any failure on the part of Buyer to give a Buyer's Objection Notice, or any failure on the part of Seller to give a Seller's Objection Notice, within the applicable fifteen (15) day period shall serve only to direct the Escrow Agent as aforesaid, but shall not serve as a waiver of any claims or defenses Buyer or Seller may have against one another.
- d. In performing its duties under the Agreement, Escrow Agent may rely upon any Notices given to Escrow Agent under the Agreement and reasonably believed by Escrow Agent to be genuine and to have been signed and given by the property party or parties. Escrow Agent shall be under no duty to make any inquiry as to the form, genuiness, property execution, or accuracy of any such Notice.
- e. Escrow Agent shall not be liable to any action taken by Escrow Agent in good faith and reasonably believed by Escrow Agent to be authorized or within the rights or powers conferred upon Escrow Agent by the Agreement. Escrow Agent may consult with an independent attorney of its own choice. Escrow Agent shall have full and complete authorization and protection for any actions taken or suffered by Escrow Agent in good faith and in accordance with the opinion of such attorney.
- f. Escrow Agent may resign from any further duties or obligations under the Agreement by giving notice of such resignation and of the date when the resignation shall take

effect. Such date shall not be earlier than thirty (3) days after the giving of said notice. Furthermore, Buyer may, with or without cause, in Buyer's sole and absolute discretion, discharge Escrow Agent at any time. If Escrow Agent resigns or is discharged, Buyer shall arrange for an independent person or entity, chosen by Buyer with the approval of Seller, not to be unreasonably withheld ("New Escrow Agent"), to assume the duties of Escrow Agent. The New Escrow Agent shall execute an instrument evidencing its assumption of the duties of Escrow Agent under the Agreement. Buyer shall notify Seller and Escrow Agent promptly of the appointment of the New Escrow Agent. Upon its receipt of such notice, Escrow Agent shall deliver the Deposit to the New Escrow Agent. If Escrow Agent does not receive notice of the appointment of the New Escrow Agent by the effective date of the Escrow Agent's resignation, Escrow Agent shall deposit the Deposit with a court of competent jurisdiction.

g. If conflicting demands or notices are served upon Escrow Agent with respect to the Agreement within the applicable time limits set forth herein (if any), then Escrow Agent (a) shall not comply with any of said demands or notices, and (b) may file a suit in interpleader in a court of competent jurisdiction and deposit the Deposit with that court pursuant to such filing. Under those circumstances, Escrow Agent shall not be liable for damages or injuries to Seller or Buyer or any other person for such failure to comply. Escrow Agent shall continue to so refuse to comply with such conflicting demands or notices until either (a) the rights of claimants have been finally adjudicated by a court of competent jurisdiction, or (b) Buyer and Seller have resolved the conflict and have so notified Escrow Agent.

h. Escrow Agent's and New Escrow Agent's respective fees for the performance of their respective duties under the Agreement shall be such amount as is negotiated by Buyer and Escrow Agent, or Buyer and New Escrow Agent, as the case may be. Buyer shall be liable for those fees and expenses.

i. Seller shall not object to or request the disqualification of Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A. as counsel for Buyer because Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A. is also acting as Escrow Agent hereunder.

**EXHIBIT "D"**

**APPROVAL AND RATIFICATION**

The School Board of Hillsborough County, Florida, acting at its regularly scheduled Board Meeting on April 24, 2007, does hereby approve and ratify the foregoing Purchase and Sale Agreement effective as of April 10, 2007.

Dated this 24<sup>th</sup> day of April, 2007.

**THE SCHOOL BOARD OF HILLSBOROUGH  
COUNTY, FLORIDA, a public body corporate**

By: \_\_\_\_\_  
Jack R. Lamb, Ed.D., Chair

By: \_\_\_\_\_  
MaryEllen Elia, Superintendent

(Corporate Seal)

## LEGAL DESCRIPTION

A PORTION OF LOTS 9 AND 10, BOAZ ADDITION TO GIDDENS', AS RECORDED IN PLAT BOOK 1, PAGE 28; A PORTION OF LOTS 1 AND 2 AND ALL OF LOTS 3, 4, 5, AND 6, BLOCK 8, GIDDENS' SUBDIVISION AS RECORDED IN DEED BOOK K, PAGE 518; A PORTION OF LOTS 1, 4 AND 5, BLOCK 9, OF SAID GIDDENS' SUBDIVISION; AND A PORTION OF LOTS 5, 8 AND 9, OF AFOREMENTIONED BOAZ ADDITION TO GIDDENS', AND ALL VACATED STREETS AND ALLEYS ABUTTING SAID LOTS AS VACATED BY ORDINANCE NO. 1518-A, AS RECORDED IN OFFICIAL RECORDS BOOK 1726, PAGE 330, ALL BEING RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND ALL LYING IN SECTION 13, TOWNSHIP 29, RANGE 18 EAST, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, CARRUTH & SPENCER'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 42 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SCOTT STREET; THENCE N 89°50'49" W ALONG SAID RIGHT-OF-WAY LINE OF SCOTT STREET, FOR A DISTANCE OF 834.35 FEET TO THE POINT OF BEGINNING; THENCE S 00°09'11" W, DEPARTING SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 269.75 FEET; THENCE N 89°50'49" W FOR A DISTANCE OF 325.00 FEET; THENCE N 00°09'11" E FOR A DISTANCE OF 268.81 FEET TO A POINT ON THE AFOREMENTIONED RIGHT-OF-WAY LINE OF SCOTT STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 89°59'01" E FOR A DISTANCE OF 316.91 FEET; 2) S 89°50'49" E FOR A DISTANCE OF 8.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 87,520 SQUARE FEET OR 2.00 ACRES, MORE OR LESS.

# Supreme Court of Florida

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No. SC06-1894

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**DR. GREGORY L. STRAND,**  
Appellant,

vs.

**ESCAMBIA COUNTY, FLORIDA, etc., et al.,**  
Appellees.

[September 6, 2007]  
**REVISED OPINION**

BELL, J.

We have before us an appeal from a circuit court's final judgment validating tax-increment-financed bonds proposed for issuance by Escambia County ("County").<sup>1</sup> We reverse that judgment. Receding from prior decisions, we conclude that the County is without authority to issue these bonds without first obtaining approval by referendum as required by article VII, section 12 of the Florida Constitution.

## I. THE CONTEXT

### A. Factual and Procedural Background

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1. We have jurisdiction. See art. V, § 3(b)(2), Fla. Const.



On May 4, 2006, the County adopted Ordinance 2006-38. This ordinance establishes the Southwest Escambia Improvement District in the southwest portion of Escambia County running to the peninsula known as Perdido Key. This ordinance also establishes the Southwest Escambia Improvement Trust Fund and authorizes the use of tax increment financing in order to fund the trust. In conjunction with the adoption of the ordinance, the County adopted Resolution R2006-96, authorizing the County to issue bonds not exceeding \$135,000,000 for the Southwest Escambia Improvement District. The stated purpose of these bonds is to finance a four-lane road-widening project in the Southwest Escambia Improvement District in order to improve economic development within that area and alleviate traffic congestion. The bonds reach maturity no later than the thirty-fifth year after revenues are first deposited into the trust fund.

This ordinance defines its tax increment financing scheme as follows:

“Tax Increment Funds” means the moneys on deposit in the Southwest Escambia Improvement Trust Fund created pursuant hereto.

“Tax Increment Revenues” means an amount equal to those certain incremental amounts of ad valorem property taxes of the County for the properties within the Southwest Escambia Improvement District so designated and described in, and deposited in the Southwest Escambia Improvement Trust Fund in accordance with, Section 4 hereof.

“Tax Increment” shall mean the amount equal to the lesser of (a) the amount by which (i) the tax revenues that would have been generated at the millage rate in effect for the current Fiscal Year at the current Assessed Valuation exceeds (ii) the tax revenues that would have been generated at the millage rate in effect for the current Fiscal

Year at the Base Assessed Valuation and (b) an amount equal to the sum of (i) 110% of the debt service of any outstanding indebtedness secured by the Tax Increment Revenues coming due in such Fiscal Year and (ii) an amount sufficient to restore any deficiencies in payment of debt service for such indebtedness for prior periods and to fund any planned expenditures described in Section 4(6) hereof.

Escambia County, Fla., Ordinance 2006-38 § 2 (May 4, 2006). The ordinance provides that “[t]he County shall, by February 1 of each year, appropriate to such fund . . . an amount equal to the Tax Increment . . . accruing to the County.”

Ordinance 2006-38 § 4(2).

The ordinance and the resolution further provide that the funds derived from the “Tax Increment Revenues,” as defined above, will be the primary source of revenues pledged as debt service on the bonds. See Escambia County, Fla., Resolution R2006-96 art. III, § 302 (May 4, 2006); Ordinance 2006-38 § 3(1)(b).

“Pledged Funds” are defined as follows:

“Pledged Funds” shall mean, collectively, (i) the Trust Fund Revenues; (ii) the Supplemental Revenues . . . in the Supplemental Revenue Account under the provisions of the this [sic] Resolution, and (iii) except for moneys, securities and instruments in the Rebate Account, all moneys, securities and instruments held in the Funds and Accounts established by this Resolution.

Resolution R2006-96 art. I, § 101. “Trust Fund Revenues” are “the moneys (other than Supplemental Revenues) on deposit in the Southwest Escambia Improvement Trust Fund pursuant to the provisions of the Ordinance.” Id. “Supplemental Revenues” are “the Non-Ad Valorem Revenues of the Issuer, to the extent



budgeted, appropriated and deposited in the Supplemental Revenue Account pursuant to the Covenant.” Id.

Section 304(m)(1) of the “Covenant” provides that the County will only budget and appropriate from legally available non-ad valorem sources if the “Trust Fund Revenues” are insufficient to service the bond debt in each fiscal year in which interest or principal is due and owing. Id. art. III, § 304(m)(1). Section 304(m)(1) further disclaims any covenant to maintain any programs or services which generate non-ad valorem taxes.

Additionally, section 301 of the resolution declares that the bonds are neither a debt nor a pledge of the full faith and credit of the issuer, that the bonds are payable solely from the pledged funds, and that no bondholder “shall ever have the right to compel the exercise of the ad valorem taxing power of the [i]ssuer.” See also Resolution R2006-96 art. I, § 103(i); Ordinance 2006-38, §§ 3(2), 4(4) & (5). Section 302 then explains that the lien created by the bonds shall not attach until the revenues are deposited in the Southwest Escambia County Trust Fund. See also Ordinance 2006-38 § 4(4). Furthermore, section 103(h) states that “[t]he estimated Pledged Funds will be sufficient to pay all principal of and interest on the [bonds].” However, section 305 of the resolution authorizes repayment from any other legal funds in addition to the “Pledged Funds,” “[s]ubject to the provisions of the State Constitution.”

On May 16, 2006, the County filed a “Complaint for Validation” in the First Judicial Circuit Court seeking validation of the bond issuance. The state attorney promptly filed his answer, and Dr. Gregory Strand intervened pursuant to section 75.07, Florida Statutes (2006).

On August 18, 2006, the circuit court entered the final judgment validating the bond issuance. The circuit court concluded that the County had the authority to issue the subject bonds without first obtaining the approval by referendum mandated by article VII, section 12. With regard to the tax increment financing scheme, the circuit court made the following finding:

The [County] is duly authorized by the Tax Increment Ordinance [2006-38] in accordance with the Constitution and laws of the State of Florida to make the required payments and deposits to the Trust Fund from all available revenues of the [County] including ad valorem property tax receipts, and to do and accomplish all actions authorized and contemplated by the Tax Increment Ordinance.

(Emphasis added.) The intervenor, Dr. Strand, appeals that final judgment.

## **B. The Constitution, Tax Increment Financing, and Our Standard of Review**

Before addressing the substantive issues, it is helpful to set forth the text of the constitutional provision at issue, to provide a concise description of tax increment financing, and to state our standard of review. Article VII, section 12 of the Florida Constitution is the provision at issue. It dictates that:

Counties, school districts, municipalities, special districts and local governmental bodies with taxing powers may issue bonds, certificates of indebtedness or any form of tax anticipation certificates, payable

from ad valorem taxation and maturing more than twelve months after issuance only:

(a) to finance or refinance capital projects authorized by law and only when approved by vote of the electors who are owners of freeholds therein not wholly exempt from taxation; or

(b) to refund outstanding bonds and interest and redemption premium thereon at a lower net average interest cost rate.

(Emphasis added.)

Tax increment financing is concisely described as follows:

[Tax increment financing] utilizes the incremental increase in ad valorem tax revenue within a designated geographic area to finance redevelopment projects within that area. As property values in an area rise above an established aggregate valuation (often described as the “frozen” tax base), tax increment is generated by applying the millage rate to that increase in value and depositing in a trust fund an amount equal to such increased tax revenue. This trust fund is the source for repayment of indebtedness. In some states the deposit is made by the tax collector directly to the trust fund. In Florida, however, ad valorem taxes are collected by the tax collector in each county, remitted to the local governments, and then appropriations of the tax increment are made by “taxing authorities.” Those appropriations may be made from any source available to the local government, but they must be in an amount equal to the ad valorem tax revenue increase in the redevelopment area.

David E. Cardwell & Harold R. Bucholtz, Tax-Exempt Redevelopment Financing in Florida, 20 Stetson L. Rev. 667, 668-69 (1991) (footnotes omitted).

As to our standard of review, we review the “trial court’s findings of fact for substantial competent evidence and its conclusions of law de novo.” City of Gainesville v. State, 863 So. 2d 138, 143 (Fla. 2003) (citing City of Boca Raton v.

State, 595 So. 2d 25, 31 (Fla. 1992); Panama City Beach Cmty. Redev. Agency v. State, 831 So. 2d 662, 665 (Fla. 2002)).

## II. ANALYSIS

Dr. Strand argues that the County's tax increment financing scheme is an indirect pledge of ad valorem taxation without a referendum in violation of article VII, section 12 of the Florida Constitution.<sup>2</sup> In support, Dr. Strand relies upon this Court's decision in County of Volusia v. State, 417 So. 2d 968, 972 (Fla. 1982). The County counters that tax increment financing is a constitutional method of servicing debt on bonds without a referendum. In support, the County relies upon State v. Miami Beach Redevelopment Agency, 392 So. 2d 875 (Fla. 1980). See also Penn v. Fla. Def. Fin. & Accounting Serv. Ctr. Auth., 623 So. 2d 459 (Fla. 1993) (holding in part that a tax increment financing scheme was indistinguishable from the one in Miami Beach and that it did not run afoul of the referendum requirement). In Miami Beach, this Court held that tax-increment-financed bonds were not subject to the referendum requirement of article VII, section 12. The premise underlying Miami Beach was that the "payable from ad valorem taxation"

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2. Dr. Strand raises two other issues in this appeal: (1) whether the trial court abused its discretion in denying his motion for continuance; and (2) whether the trial court's final judgment is supported by competent, substantial evidence. Because we hold that the County is without legal authority to issue the bonds without a referendum, we need not reach the merits of the other two issues.

language in article VII, section 12 refers only to the pledge of ad valorem taxing power, not to the pledge of ad valorem tax revenues.

Upon considering the tax increment financing scheme in this case, we deem it necessary to reassess this premise underlying Miami Beach. As explained below, our reassessment makes it necessary to recede from this premise. We now hold that the phrase “payable from ad valorem taxation” in article VII, section 12 refers not only to a pledge of the taxing power itself but also to a pledge of ad valorem tax revenues. And, because tax increment financing pledges funds obtained from ad valorem tax revenues, bonds that rely upon such financing schemes are bonds “payable from ad valorem taxation.” Consequently, approval of such bonds by referendum, as mandated by article VII, section 12, must be obtained.

We begin our explanation of this result by describing our decision in Miami Beach. We then state our concern regarding the premise underlying Miami Beach. Having explained our concern, we detail our reassessment of the premise. We do so in three steps. First, to provide context, we explore the history of Florida’s constitutional restrictions on local borrowing. Second, we analyze the plain language of article VII, section 12. Third, having determined that the premise is invalid, we explain why receding from Miami Beach comports with this Court’s

jurisprudence that the doctrine of stare decisis bends “to correct legally erroneous decisions.” Allstate Indemnity Co. v. Ruiz, 899 So. 2d 1121, 1131 (Fla. 2005).

**A. Miami Beach**

In Miami Beach, we held that it was permissible for a local government, without approval by referendum, to pledge tax increment revenues as a source of debt service on bonds for capital projects if the taxing power was not pledged and the lien on the funds did not attach until they were deposited into a trust account. This holding was based upon the premise that that the phrase “payable from ad valorem taxation,” as used in article VII, section 12, refers only to the pledge of taxing power. No explanation was given as to how this premise or the holding comported with the plain language of article VII, section 12. Moreover, no historical support was provided to show how the purpose of the referendum requirement was unaffected by such financing. Instead, this Court simply stated the following:

[T]here is nothing in the constitution to prevent a county or city from using ad valorem tax revenues where they are required to compute and set aside a prescribed amount, when available, for a discreet [sic] purpose. The purpose of the constitutional limitation is unaffected by the legal commitment; the taxing power of the governmental units is unimpaired. What is critical to the constitutionality of the bonds is that, after the sale of bonds, a bondholder would have no right, if the redevelopment trust fund were insufficient to meet the bond obligations and the available resources of the county or city were insufficient to allow for the promised contributions, to compel by judicial action the levy of ad valorem taxation. Under the statute authorizing this bond financing the governing bodies are not obliged

nor can they be compelled to levy any ad valorem taxes in any year. The only obligation is to appropriate a sum equal to any tax increment generated in a particular year from the ordinary, general levy of ad valorem taxes otherwise made in the city and county that year. Issuance of these bonds without approval of the voters of Dade County and the City of Miami Beach, consequently, does not transgress article VII, section 12.

392 So. 2d at 898-99.<sup>3</sup>

## **B. The Concern**

Escambia County's tax increment financing scheme is certainly consistent with the premise underlying Miami Beach. However, a comparison of Escambia County's scheme with the schemes involved in Miami Beach raises serious concerns regarding the validity of the premise that the phrase "payable from ad valorem taxation" refers only to a pledge of taxing power, not to a pledge of ad valorem tax revenues.

Miami Beach involved the financing of a systematic plan for the redevelopment of a blighted area that was authorized by the relevant localities after

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3. In reaching this conclusion in Miami Beach, the only authority cited was this Court's prior decision in Tucker v. Underdown, 356 So. 2d 251 (Fla. 1978). In Tucker, which was not a bond validation case, this Court found that an ad valorem tax levy for solid waste disposal purposes did not violate the covenants of an earlier bond issuance. Tucker, 356 So. 2d at 254. However, the challenge to the ad valorem tax levy, as well as this Court's analysis, was based solely upon the language of the covenants of the bond issuance and the authorizing resolution, not article VII, section 12. Id. at 253-54. Furthermore, Tucker specifically noted that when the Brevard County bonds were originally validated in 1972, the trial court "determined that no referendum was required because the issue pledged no ad valorem tax revenues." Id. at 253 n.9.

public hearings as required by the Community Redevelopment Act. 392 So. 2d at 882. The localities in Miami Beach not only pledged tax increment revenues to service the bond debt but also pledged sales, lease, and use fee revenues from the newly redeveloped properties. 392 So. 2d at 898.

In contrast, Escambia County plans to issue bonds to finance the widening of a road, a typical county capital project. And, unlike Miami Beach, the only primary funding to service the bonds is ad valorem tax revenues.<sup>4</sup> The County would only appropriate revenues from secondary, non-ad valorem sources if the tax increment revenues are insufficient to service the bond debt. In effect, the County wants to pledge revenue from ad valorem taxation for thirty-five years as the primary source of funding a road improvement project without the consent of the electorate. We are concerned that allowing this would abrogate the referendum requirement of article VII, section 12 for long-term debt and render meaningless the phrase “payable from ad valorem taxation.” It also appears that such a result

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4. During the evidentiary hearing before the trial court, Escambia County’s witnesses acknowledged that the tax increment from the designated district would be the primary source of repayment. And one of Escambia County’s witnesses specifically described how ad valorem tax revenues would be employed as follows:

What happens is they take the value of all the properties within the district at any given point in time, and as the values increase over time, 95 percent of the value of the growth portion only of the countywide revenues base they use the countywide millage rate against the growth portion and those funds are set aside for the increment.



would violate the purpose of this constitutional restraint on the power of local governments to incur long-term debt.

Additionally, as Dr. Strand argues, the County's financing scheme seems inconsistent with the fundamental principle enunciated in County of Volusia. In County of Volusia, we determined that Volusia County's "pledge of all the legally available, unencumbered revenues of the county other than ad valorem taxation, along with a covenant to do all things necessary to continue receiving the revenues, as security for the bonds, will have the effect of requiring increased ad valorem taxation so that a referendum is required." 417 So. 2d at 969. We then held that such a pledge violated the principle that what a county cannot do directly, it cannot do indirectly. Specifically, we stated:

That which may not be done directly may not be done indirectly. See, e.g., State v. Halifax Hospital District, 159 So. 2d 231 (Fla. 1963). While the county has not directly pledged ad valorem taxes to the payment of the bonds, its pledge of all other available revenues, together with its promise to do all things necessary to continue to receive the various revenues, will inevitably lead to higher ad valorem taxes during the life of the bonds, which amounts to the same thing. We find in this case that the pledge of all available revenues, together with a promise to maintain the programs entitling the county to receive the various revenues, will have a substantial impact on the future exercise of ad valorem taxing power and brings this case within the rule of Halifax Hospital District. The taxpayers of Volusia County must have an opportunity to vote on the bond issue.

Id. at 972 (emphasis added).

Unlike Volusia County’s pledge of all of its non-ad valorem revenues, Escambia County is attempting to pledge the increase in ad valorem tax revenues generated from a designated area. However, Escambia County’s plan gives rise to the same concerns we had over budgetary flexibility in County of Volusia. Moreover, the tax increment financing plan in this case seems to violate the fundamental principle applied in County of Volusia. In other words, we are concerned that Escambia County is attempting to do indirectly “that which cannot be done directly.” Id. at 971. Without the consent of the electorate, the County is attempting to indirectly pledge ad valorem taxation for the repayment of long-term bonds used to finance a capital project. It is doing so by taking advantage of the tax increment financing scheme we initially approved in Miami Beach, a financing scheme uniquely developed to assist the redevelopment of blighted urban areas.

In light of the above concerns, we find it necessary to reassess the premise in Miami Beach that the “payable from ad valorem taxation” language in article VII, section 12 refers only to the pledge of ad valorem taxing power. The first step in this reassessment is to understand the history of Florida’s constitutional restrictions on local borrowing.

### **C. Reassessing the Pledging of Taxing Powers Only Premise**

#### 1. The History of Constitutional Restrictions on Local Borrowing

While the Florida Constitution of 1885 restricted the ability of the Legislature to authorize state bonds,<sup>5</sup> prior to 1930 there was no express constitutional restriction on local borrowing. Rather, the power of a local government to borrow was restricted primarily by the rule that local bodies had no power except those delegated to it by the Legislature. Amos v. Mathews, 126 So. 308, 320 (Fla. 1930) (“It is fundamentally true that all local powers must have their origin in a grant by the state which is the fountain and source of authority.”). Consequently, in early local borrowing cases, this Court was typically concerned with whether the Legislature had the power to authorize local governments to borrow. See Joseph W. Little, The Historical Development of Constitutional Restraints on the Power of Florida Governmental Bodies to Borrow Money, 20 Stetson L. Rev. 647, 661 (1991).

In 1930, the Florida Constitution was amended and the following provision expressly requiring a referendum for local bonds was added to article IX, section 6:

[T]he Counties, Districts or Municipalities of the State of Florida shall have power to issue bonds only after the same shall have been approved by a majority of the votes cast in an election in which a

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5. Specifically, article IX, section 6 of the Florida Constitution of 1885 provided the following:

The legislature shall have power to provide for issuing State bonds only for the purpose of repelling invasion or suppressing insurrection, or for the purpose of redeeming or refunding bonds already issued, at a lower rate of interest.

majority of the freeholders who are qualified electors residing in such Counties, Districts, or Municipalities shall participate . . . .

This Court explained the societal conditions that led to the adoption of this amendment as follows:

Many of us lived through the times immediately prior to the adoption of the amended Section 6 of Article IX of the State Constitution, and are thoroughly familiar with the conditions and the history of the times which resulted in a demand on the part of the people for this amendment.

Hundreds of millions of dollars in bonds had been issued by municipalities and counties throughout the state. These bonds were issued pursuant to hundreds of special acts of the Legislature. These acts were passed by the Legislature as local bills and without the approval of anyone except the delegation in the Legislature from the county affected. Under these various acts, ad valorem taxes were levied and the future credit of the governmental unit pledged without the approving voice of the freeholders or the people who had to pay the taxes. Most of these bonds were issued during the period known as the “Boom Days.” The “Boom” burst—a depression was on and the people and the freeholders found themselves saddled with debts impossible for them to pay. Millions of these bonds sold for less than 20% of par and some of them for less than 10% of par. Defaults multiplied throughout the state. The effect was as could be expected. The people awakened to the fact not only that an intolerable burden had been placed upon them far beyond their ability to pay, but also that the very welfare of the State was threatened, because of the weakened credit structure. Indeed, such was the impact that even the Congress of the United States took cognizance of the financial condition of Florida municipalities and amended the Federal Bankruptcy Act, 11 U.S.C.A. § 1 et seq., so as to bring bankrupt municipalities within its terms. Many Florida cities and towns took advantage of this amended act.

It was during such times and under these conditions that the Legislature of 1929, in response to the demands of the people, adopted the proposal to amend Section 6 of Article IX of the Constitution. In the ensuing general election the proposed amendment was adopted.

State v. Fla. State Improvement Comm'n, 60 So. 2d 747, 751 (Fla. 1952).<sup>6</sup> Thus, the purpose of the 1930 amendment was to impose a restriction on local borrowing and a restraint on “the spendthrift tendencies of political subdivisions to load the future with obligations to pay for things the present desires, but cannot justly pay for as they go.” Leon County v. State, 165 So. 666, 669 (Fla. 1936).

Despite this acknowledged purpose of the amendment, this Court held that the 1930 referendum requirement did not apply to certain forms of local obligations, which were not, in fact, bonds. Posey v. Wakulla County, 3 So. 2d

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6. During the proceedings of the Florida Constitution Revision Commission in 1966, commission member and former Florida Supreme Court Justice Harold L. Sebring further explained the boom and bust difficulties that existed at the local level before the adoption of the 1930 referendum requirement:

[B]ecause of the fact that Section 6, Article IX, was not in the constitution at the time, the counties, the municipalities, the various tax districts of the state had been free to bond themselves, until at the time of the depression, overnight when this quote \$10,000 an acre land reverted back to \$5 an acre, the outstanding bond debt of this state was greater than the assessed valuation of the property of the state.

And then it was with all of these outstanding bonds, particularly those for road and bridge purposes, that bondholders began to ask for their payment in respect to past due obligations, and there was nothing with which to pay, because the only resource of a political subdivision, in the last analysis, is its taxing power, and the taxing power was not there to pay off bonds that had been issued under an assessed valuation that, by the crash, was demonstrated to be perhaps 1,000 per cent over and above its assessed valuation.

Convention of the Florida Constitution Revision Commission, Transcript of Proceedings 353 (Dec. 5, 1966).

799 (Fla. 1941); State ex rel. Houston v. Hillsborough County, 183 So. 157 (Fla. 1938); Tapers v. Pichard, 169 So. 39 (Fla. 1936). This Court explained its distinction between bonds and other obligations as follows:

As a general rule, we have said that if proposed certificates are secured by a pledge of ad valorem taxes, they are “bonds” and must be approved by the freeholders as required by Section 6, Article IX of the Florida Constitution, but if they are secured by excise taxes, special assessments or charges against the facility constructed with the net proceeds thereof, they are certificates that do not have to be approved by the freeholders.

Klein v. City of New Smyrna Beach, 152 So. 2d 466, 467 (Fla. 1963). Cf. Leon County, 165 So. at 667 (“Any contractual device for the present funding of tax revenues . . . to be raised or made available for reimbursement in future years, contrived to be issued as an enforceable legal security to the obligee . . . is . . . a ‘bond.’ . . .”). This distinction and the consequent limitation on the referendum mandate was addressed two decades later in the constitutional revision process.

When the Florida Constitution was revised substantially in 1968, the referendum requirement was modified to its current form in article VII, section 12. The 1968 revision added the terms “certificates of indebtedness,” “any form of tax anticipation certificates,” and “payable from ad valorem taxation” to the referendum requirement of 1930. The “certificates of indebtedness” and “any form of tax anticipation certificates” language was seen by some as a rejection of this Court’s previous distinctions between bonds and other local obligations. See

Miami Beach, 392 So. 2d at 895-98; Richard A. Harrison, Comment, The Community Redevelopment Act: A Historical Perspective with Commentary on the 1984 Amendments, 14 Stetson L. Rev. 623, 639 (1985). However, this Court interpreted the new “payable from ad valorem taxation” language as “a ratification of prior judicial interpretation . . . that local revenue sources other than ad valorem taxation may be pledged without referendum.” Miami Beach, 392 So. 2d at 898. Overall, the purpose of the 1968 provision was to provide local governments with the flexibility to meet their expanding capital needs, while at the same time placing a democratic restraint on this flexibility as it relates specifically to ad valorem taxation. Although “[l]ocal government indebtedness in Florida [had] increased sharply from \$539,000,000 in 1950 to . . . an estimated \$2,500,000,000 in 1968,” approximately a third of the outstanding indebtedness in 1968 was financed by sources other than ad valorem taxation. Manning J. Dauer, et al., Should Florida Adopt the Proposed 1968 Constitution? An Analysis 32 (Public Administration Clearing House, Univ. of Fla. (1968)). And based upon the new “payable from ad valorem taxation” language, it appears that ad valorem taxation was the primary concern at the time.

With this historical context in mind, we address the second step in our reassessment of the premise in Miami Beach by analyzing the language of article VII, section 12.

## 2. The Plain Meaning of Article VII, Section 12

The language of article VII, section 12 is plain and unambiguous. As stated previously, article VII, section 12 of the Florida Constitution provides as follows:

Counties, school districts, municipalities, special districts and local governmental bodies with taxing powers may issue bonds, certificates of indebtedness or any form of tax anticipation certificates, payable from ad valorem taxation and maturing more than twelve months after issuance only:

(a) to finance or refinance capital projects authorized by law and only when approved by vote of the electors who are owners of freeholds therein not wholly exempt from taxation; or

(b) to refund outstanding bonds and interest and redemption premium thereon at a lower net average interest cost rate.

(Emphasis added.) Thus, article VII, section 12 plainly authorizes localities to issue long-term bonds “payable from ad valorem taxation” for the purpose of financing capital improvements only when “approved by vote of the electors.” In other words, a referendum is required whenever bonds financing capital improvements (1) are payable from ad valorem taxation; and (2) mature more than twelve months after issuance. Specific to the issue here, because the payment is from ad valorem taxation in either case, a referendum is required not only when localities pledge ad valorem taxing power, but also when localities pledge ad valorem tax revenues.

The plain meaning of the phrase “payable from ad valorem taxation” clearly encompasses more than a pledge of the ad valorem taxing power. Indeed, taxation is a general—not a technical—term. The term encompasses anything generally



related to the collecting of tax revenues. According to Webster's Dictionary, "taxation" refers to "the action of taxing" as well as "an amount assessed or obtained by taxation." Webster's Third New International Dictionary of the English Language Unabridged 2345 (1966).<sup>7</sup> Consequently, "ad valorem taxation" refers to both the action of imposing ad valorem taxes as well as the amount of ad valorem revenues obtained. Thus, under the plain meaning of article VII, section 12, a locality is required to obtain approval by referendum whenever ad valorem tax revenues or ad valorem taxing power are pledged as a payment source for the described indebtedness.

Given the plain, unambiguous meaning of article VII, section 12, a meaning supported by its history and purpose, we find no support for the premise that the "payable from ad valorem taxation" language added in 1968 refers solely to the pledge of ad valorem taxing power. We now address the doctrine of stare decisis, the third and final step in our reassessment of the premise underlying Miami Beach.

### 3. Stare Decisis

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7. As this Court recognized in Board of Public Instruction v. Union School Furnishing Co., 129 So. 824, 826 (Fla. 1930) (quoting In re Advisory Op. to Gov., 114 So. 850, 855 (Fla. 1927)), when considering the language of article IX, section 6 of the constitution of 1885, "[t]he spirit as well as the letter of this section should be preserved and given full force and effect. Its purpose should not be defeated or frittered away by any narrow or technical construction."

“This Court adheres to the doctrine of stare decisis,” State v. J.P., 907 So. 2d 1101, 1108 (Fla. 2005), as the doctrine is important in “provid[ing] stability to the law and to the society governed by that law.” State v. Gray, 654 So. 2d 552, 554 (Fla. 1995). However, “[s]tare decisis bends where . . . there has been an error in legal analysis.” State v. J.P., 907 So. 2d at 1109 (citing Gray, 654 So. 2d at 554). “Perpetuating an error in legal thinking under the guise of stare decisis serves no one well and only undermines the integrity and credibility of the Court.” Smith v. Dep’t of Ins., 507 So. 2d 1080, 1096 (Fla. 1987) (Ehrlich, J., concurring in part, dissenting in part). Furthermore, the rationale for stare decisis may be “at its weakest when we interpret the Constitution because our interpretation can be altered only by constitutional amendment or by overruling our prior decisions.” Agostini v. Felton, 521 U.S. 203, 235 (1997). As we stated in Allstate Indemnity Company,

[t]his Court has departed from precedent to correct legally erroneous decisions, see Gray, 654 So. 2d at 554, when such departure is “necessary to vindicate other principles of law or to remedy continued injustice,” Haag, 591 So. 2d at 618, and when an established rule of law has proven unacceptable or unworkable in practice. See Brown v. State, 719 So. 2d 882, 890 (Fla. 1998) (Wells, J., dissenting).

899 So. 2d at 1131. We find ourselves addressing such a situation in this case.

As we have explained, Escambia County’s tax increment financing scheme caused us to reassess the premise in Miami Beach that made a distinction between

pledging ad valorem taxing power and pledging ad valorem tax revenues. This reassessment has established that this premise is without any support in the plain meaning and purpose of article VII, section 12. In fact, the premise vitiates the primary interest the provision was meant to protect, the right of the taxpayers to approve long-term debt before it is incurred.

Moreover, the premise underlying Miami Beach violates the fundamental principle we enunciated in County of Volusia. As discussed earlier, in County of Volusia, this Court held “[t]hat which may not be done directly may not be done indirectly.” 417 So. 2d at 972. In effect, the premise in Miami Beach has allowed localities to do indirectly what article VII, section 12 intends to prohibit. It has allowed localities to indirectly pledge ad valorem taxation for the repayment of long-term bonds without the consent of the electorate.

Given these facts, we can no longer support the legal fiction required to validate the County’s pledge of ad valorem revenues as the primary, and potentially only, source of debt service without a referendum as required by the plain language and purpose of article VII, section 12. For these reasons, we believe that receding from Miami Beach comports with this Court’s jurisprudence regarding the doctrine of stare decisis.

### **III. CONCLUSION**

As stated earlier, we now hold that the phrase “payable from ad valorem taxation,” as used in article VII, section 12, refers not only to the pledge of a local body’s taxing authority but also to the pledge of ad valorem tax revenues. And, because tax increment financing pledges funds derived from ad valorem tax revenues, bonds that rely upon such financing are bonds “payable from ad valorem taxation.” Consequently, when ad valorem tax revenues are so pledged, “the Constitution requires that the people who are to pay the bill should be given an opportunity to approve the debt before it is incurred.” State v. Halifax Hospital Dist., 159 So. 2d 231, 235 (Fla. 1963) (considering the 1930 referendum requirement). Thus, in order to pledge tax increments for the repayment of such bonds, approval of the electorate by referendum must be obtained.

To be clear, we are not holding that tax increment financing is unconstitutional. Rather, we are holding that bonds payable through tax increment financing are subject to the referendum requirement of article VII, section 12. Also, our decision in this case does not affect bonds that were validated prior to this opinion becoming final. See Miami Beach, 392 So. 2d at 895; County Comm’rs v. King, 13 Fla. 451 (1869). As this Court has stated, “after validation, the courts will protect even the purchasers of unconstitutional bonds.” Miami Beach, 392 So. 2d at 895 (citing Giles J. Patterson, Legal Aspects of Florida Municipal Bond Financing, 6 U. Fla. L. Rev. 287, 289 (1953)). Moreover, our

decision in this case does not affect bonds that were issued prior to this opinion becoming final. In other words, this opinion does not retroactively apply to bonds and obligations that have been issued based on the authority of the precedent from which this Court now recedes.

Accordingly, we reverse the trial court's final judgment in this case and hold that Escambia County does not have authority to issue the subject bonds without a referendum. In so doing, we recede from Miami Beach.<sup>8</sup>

It is so ordered.

LEWIS, C.J., and WELLS, ANSTEAD, PARIENTE, QUINCE, and CANTERO, JJ., concur.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION, AND IF FILED, DETERMINED.

An Appeal from the Circuit Court in and for Escambia County - Bond Validations

Michael G. Allen - Judge - Case No. 2006-CA-881

David A. Theriaque, S. Brent Spain, and Timothy E. Dennis of Theriaque, Vorbeck and Spain, Tallahassee, Florida, and Kerry Ann Schultz of Bordelon and Schultz Law Firm, P.L., Gulf Breeze, Florida,

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8. Our receding from Miami Beach does not impact the ultimate holding of State v. School Board of Sarasota County, 561 So. 2d 549 (Fla. 1990), or the validity of similar certificates of participation issued or to be issued in reliance thereon. See 561 So. 2d at 552 (explaining that like the agreements this Court authorized without a referendum in State v. Brevard County, 539 So. 2d 461 (Fla. 1989), the agreements at issue in School Board of Sarasota County do not “matur[e] more than twelve months after issuance”).

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