

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

PINNACLE RIO, LLC,

Petitioner,

vs.

DOAH NOS.

14-1398BID

14-1399BID

**FLORIDA HOUSING FINANCE
CORPORATION,**

14-1400BID

14-1425BID

Respondent,

14-1426BID

14-1427BID

14-1428BID

and

**ALLAPATTAH TRACE APARTMENTS,
LTD.**

Intervenor.

**TOWN CENTER PHASE TWO, LLC'S RESPONSE TO ALLAPATTAH TRACE
APARTMENTS, LTD'S FIRST REQUEST FOR ADMISSIONS**

Allapattah Trace Apartments, Ltd. ("ATA"), pursuant to Florida Administrative Code Rule 28-106.206, and Rule 1.370, Florida Rules of Civil Procedure, hereby requests that Town Center Phase Two, LLC ("Town Center") admit the truth of the following statements within the time deadlines established in the Order of Pre-Hearing Instructions.

DEFINITIONS

1. Allapattah Trace Apartments, Ltd. will be referred to as "ATA".
2. Town Center Phase Two, LLC will be referred to as "Town Center".
3. "RFA" refers to Florida Housing's Request for Applications 2013-003.
4. "Florida Housing" refers to Florida Housing Finance Corporation.

REQUEST FOR ADMISSIONS

1. Attached as Exhibit 1 is a letter dated November 12, 2013 from the New Business Contract Officer for Miami-Dade County to The Richman Group of Florida. Assume for purposes of this Request that the letter was accurately dated. Assume further that the signator is the New Business Contract Officer for Miami-Dade County and was at the time the letter was written and dated. With those assumptions, admit that the letter attached as Exhibit 1 is sufficient to cure the alleged defects in the ATA application filed in response to the RFA as asserted by Town Center in its Formal Written Protest in the above-styled cause.

Admitted that Exhibit 1 appears to be a letter from Miami-Dade County dated November 12, 2013. Denied that Exhibit 1 is sufficient to "cure" the alleged defects in the ATA Application because no sewer capacity was available as of the Application Deadline. (November 12, 2013)

2. Admit that the moratorium on Miami-Dade Water and Sewer Pump Station 300054 referred to in Town Center's Formal Written Protest does not mean that there are no other alternatives to provide the required sewer services to the ATA site identified in the ATA application filed in response to the RFA.

Denied.

3. Admit that there are other alternatives to providing the required sewer services to the ATA site identified in the ATA application filed in response to the RFA other than the use of Miami-Dade Water and Sewer Pump Station 30-0054.

Denied.

4. Admit that the use of a private pump station is an alternative to the use of Miami-

Dade Water and Sewer Pump Station 30-0054 for providing the required sewer services to the ATA site identified in the ATA application filed in response to the RFA.

Denied.

5. Admit that ATA is not required to demonstrate adequate sewer capacity to Florida Housing until twenty-one (21) days after its project is invited to credit underwriting.

Admitted that the RFA specifically requires that each Applicant as of the Application Deadline (November 12, 2013) sign a Certification and Acknowledgement certifying the proposed Development site has sewer capacity available as of the Application Deadline. Further admitted that the RFA then requires within 21 days after an invitation into credit underwriting an additional Certification from the service provider that infrastructure was in place as of the Application Deadline. ATA did not have sewer capacity as of the Application Deadline. (November 12, 2013)

6. Admit that the "Purchaser" in the Purchase and Sale Agreement referenced in paragraph 21 of your Formal Written Protest is The Richman Group of Florida, Inc.

Admitted.

7. Admit that the Purchase and Sale Agreement referenced in paragraph 21 of your Formal Written Protest was assigned by The Richman Group of Florida, Inc. to Allapattah Trace Apartments, Ltd.

Admitted.

8. Admit that Allapattah Trace Apartments, Ltd. is the applicant in Application No. 2014-184C filed in response to the RFA.

Admitted.

9. Admit that the same section of the Purchase and Sale Agreement referenced in paragraph 21 of your Formal Written Protest contains the following language following the provisions quoted in paragraph 21:

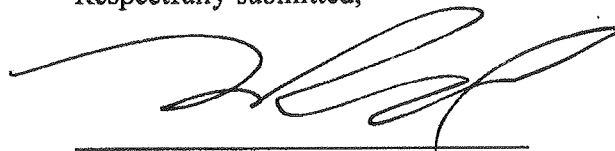
In the event that any of the foregoing conditions precedent to Closing have not been satisfied as of the Closing Date, Purchaser shall have the right to waive any or all of the foregoing conditions and close this transaction or Purchaser shall have the right to terminate the Agreement, and in such event the Deposit and all interest earned thereon shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except those obligations which survive the termination of the Agreement.

Admitted.

10. Admit that the provisions quoted in Request #9 above, along with the assignment referenced in Request #7 above, provide ATA with the unilateral ability to waive the conditions referenced in paragraphs 21 and 22 of Town Center's Formal Written Protest.

This request calls for a legal conclusion which Town Center can neither admit or deny.

Respectfully submitted,



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Attorney for Intervenor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by E-Mail this 11th day of April, 2014, by E-Mail to:

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