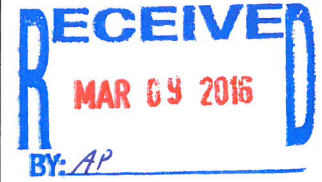




City of Margate
DEVELOPMENT REVIEW COMMITTEE
Application for Plat Amendment

5790 Margate Blvd., Margate, FL 33063
954-972-6454

Submittal Date (official use):



Project Name INFANTE II PLAT		DRC # 03-16-08
Address NE corner of N. State Road 7 and SW 31 Street		
Acreage 2.504	Folio Number 4842-19-340010	Paid: \$1,000.00 EXPEDITED
Existing Use Vacant - Commercial		
Legal Description A portion of Parcel "A", Infante II, according to the Plat thereof as recorded in Plat Book 168, Page 11 of the Public Records of Broward County, Florida as shown on the attached survey. JCL-G		

Describe proposal/request in detail, including non-residential square footage and/or number of dwelling units Request to amend notation on plat - (see attached narrative)

Agent/Contact Name Nectaria M. Chakas, Esq., Lochrie & Chakas, P.A.	
Address 1401 E. Broward Blvd., Suite 303 Fort Lauderdale, FL 33301	
Phone Number 954-779-1123	Fax Number 954-779-1117
Email Address nchakas@lochrielaw.com	

Property Owner Name 777 Properties Inc.	
Address 777 State Road 7 Margate, FL 33068	
Phone Number 954-973-7300	Fax Number 954-969-2355
Email Address	

OWNER'S AFFIDAVIT: I certify that I am the owner of record for the above referenced property and give authorization to file this petition. I understand that I, or a representative on my behalf, must be present at the DRC meeting. I further understand that my petition will be subject to the regulations of Chapter 16 ½ of the Margate City Code.

Nectaria Chakas agent
Property Owner's Signature

for Owner
see authorization letter

3/8/16
Date

City of Margate
*** CUSTOMER RECEIPT ***

Batch ID: RR0DI 3/01/16 00 Receipt no: 83203

Type	SvcCd	Description	Amount
EF		ECDV PLAT/SUBDIV. RESERVE	
	Qty		
	1.00		\$1000.00

HTG AFFORDABLE, LLC
3225 AVIATION AVE., SUITE 602
COCONUT GROVE, FL 33133
PLAT AMENDMENT DRC-03-16-08
INFANTE II PLAT
NE CORNER N SR 7 & NW 31 ST
BY NECTARIA M. CHAKAS, ESQ
LOCHRIE & CHAKAS, P.A.
1401 E BROWARD BLVD, #303
FT LAUDERDALE, FL 33301
954-779-1123
NCHAKAS@LOCHRIELAW.COM

Tender detail

CK Ref#:	2347	\$1000.00
Total tendered:		\$1000.00
Total payment:		\$1000.00

Trans date: 3/10/16 Time: 11:23:33

HAVE A GREAT DAY!

INFANTE II PLAT
Plat Book 168, Page 11
March 8, 2016

BACKGROUND.

777 Properties, Inc. ("Applicant") is the owner of land which is subject to the INFANTE II Plat recorded in Plat Book 168, Page 11 of the Public Records of Broward County, Florida ("Plat"). The Plat was originally approved on July 7, 1998. There have been subsequent amendments to the Plat. The last amendment was recorded on June 12, 2003 in Official Records Book 35375, Page 1797. The purpose of this amendment is to add midrise residential units on Parcel A-2 of the Plat.

CURRENT NOTE VS. PROPOSED NOTE.

The current vs. proposed plat note language is as follows:

Current Plat Note:

Parcel A-2 (see attached legal description) is restricted to 96,500 feet of commercial use. The remainder of the plat is restricted to 138 townhouses units and 45 moderate, affordable townhouse units.

Proposed Plat Note:

Parcel A-2 is restricted to 96,500 square feet of commercial use and 100 midrise units. The remainder of the plat is restricted to 138 townhouse units and 45 moderate, affordable townhouse units.

777 Properties, Inc.

March 3, 2016

To Whom it May Concern:

I, the undersigned, Michael Shooster, President of 777 Properties, Inc., A Florida Corporation, am the current owner of the subject property (Broward County parcel ID number: 4842-19-34-0010) to be developed as Arbor View in the city of Margate, Florida. The property is under contract for sale to Housing Trust Group, LLC.

I hereby authorize Housing Trust Group, LLC, or its assignee(s) and designee(s) to sign all applications for obtaining required permits/approvals from various regulatory agencies, including, but not limited to, Florida Department of Environmental Protection, Southwest Florida Water Management District, city of Margate and Broward County, Florida, which may be necessary for the regulatory agency approvals, permitting and construction of the project. I specially authorize Housing Trust Group, LLC, to apply for comprehensive plan amendments and any other required processes for zoning or rezoning associated with the anticipated development of the project.

Thank you for your help.


Michael Shooster
President

STATE OF FLORIDA

County of BROWARD

BEFORE ME, the undersigned Notary THERESA GERARDI,
on this 3, day of MARCH, 2016, personally
appeared MICHAEL SHOOSTER, known to me to be a credible person or
who has produced _____ as identification and who being by
me first duly sworn, on his/her oath, deposes and says that he/she fully understands
the contents of the affidavit that he/she signed.



Notary Public Signature

THERESA GERARDI

Notary Public Name (Type or Print)



THERESA GERARDI

MY COMMISSION # EE207664

EXPIRES August 11, 2016

(Notary Seal - Stamp) FloridaNotaryService.com

My Commission Expires: AUGUST 11, 2016

January 27, 2016

Joseph J. Kavanagh, City Clerk
City of Margate
5790 Margate Blvd.
Margate, FL 33063

RE: Permitting for property located at the NE corner of State Road 7 and NW 31st
Street, Margate, FL more particularly identified as folio #484219340010

Dear City Clerk:

We hereby authorize Lochrie & Chakas, P.A. to act as agents in connection with all land
use and zoning matters related to property located at the NE corner of State Road 7 and NW 31st
Street, Margate, FL more particularly identified as folio #484219340010.

Sincerely,

HTG Arbor View, LLC

ClO Housing Trust Group, LLC

By: [Signature]

Printed Name: Chris Shear

Title: Vice President of Development

Date: 3/2/16

STATE OF Florida)
COUNTY OF Miami-Dade)^{ss}

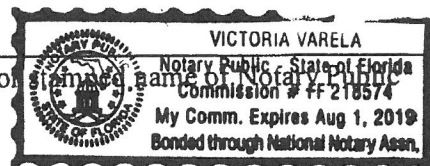
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was
acknowledged by CHRIS SHEAR who is the
V.P. OF DEVELOPMENT of HTG Arbor View, LLC and who is personally known to me or who
has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day
of MARCH, 2016.

[Signature]
Notary Public

Typed, printed on

My Commission Expires:



Return to: (enclose self-addressed stamped envelope)

Name: Bonnie L. Miskel, Esq.

Address:

Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Bonnie L. Miskel, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CHARLES M. INFANTE, Individually and as Trustee and THE WESTBROOKE PARTNERSHIP, a Florida general partnership, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the **Infante II Plat**, Plat No./Clerk's File No. **168/11 (083-MP-97)**, hereinafter referred to as "PLAT;" which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on **July 7, 1998**; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of **January 7, 2003**;

FTL:1024164:1
CAF#358
01/01/02

Approved BCC 1/7/03 #65

Submitted By Rev. Mg...

RETURN TO DOCUMENT CONTROL

11

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

Charles M. Infante
3924 58th Circle
Vero Beach, FL 32966

and

The Westbrooke Partnership
9350 Sunset Drive, Suite 100
Miami, FL 33174

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

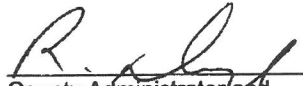
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

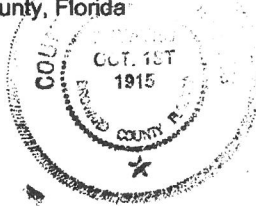
IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Mayor or Vice Mayor, authorized to execute same; and Charles M. Infante, Individually and as Trustee and The Westbrooke Partnership, a Florida general partnership, acting by and through its signatories, duly authorized to execute same.

COUNTY

ATTEST:



County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida



BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 

Mayor

10th day of June, 2003

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

Assistant County Attorney

2nd day of May, 2003

DEVELOPER (INDIVIDUAL)

Witnesses:

[Signature]
(Signature)
Print name: Priscilla Hank
[Signature]
(Signature)
Print name: Chris Sangalli

CHARLES M. INFANTE, Individually
and as Trustee

[Signature]
(Signature)
Print name: Charles M. Infante
Print address: 3294 58th Circle
Vero Beach, FL 32966

10th day of April, 2003

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA)
) SS.
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of April, 2003, by Charles M. Infante, Individually and as Trustee who is
[] personally known to me, or
[] produced identification. Type of identification produced _____.

(Seal)  Kelly J. Dyer-Archer
MY COMMISSION # DD086773 EXPIRES
February 9, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

My commission expires:

NOTARY PUBLIC:

[Signature]
Print name: _____

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Russell Barnes
(Signature)
Print name: Russell Barnes

Mark Bidwell
(Signature)
Print name: MARK BIDWELL

THE WESTBROOKE PARTNERSHIP,
a Florida general partnership

By: WESTBROOKE COMPANIES, INC.,
a Delaware corporation, its managing
general partner

By: Harold Eisenbacher
(Signature)

Print Name: HAROLD EISENBACHER
Title: PRESIDENT

Address: 9350 Sunset Drive, #100
Miami, FL 33173

29 day of April, 2003

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29 day of April, 2003, by Harold Eisenbacher, as President of Westbrooke Companies, Inc., a Delaware corporation, managing general partner of the Westbrooke Partnership, a Florida general partnership, on behalf of the partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires:

NOTARY PUBLIC:

Elizabeth R Burdette
Print name:

FTL:1024164:1
CAF#358
01/01/02

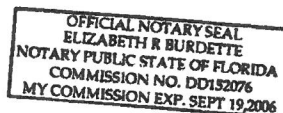


EXHIBIT "A"

LEGAL DESCRIPTION

All of Infante II, according to the plat thereof as recorded in Plat Book 168,
Page 11, Public Records of Broward County, Florida.

FTL:1024164:1
CAF#358
01/01/02

B 7

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

This plat is restricted to 96,500 square feet of commercial use and 230 units of moderate, affordable townhouse units.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

Parcel A-2 (see attached legal description) is restricted to 96,500 feet of commercial use. The remainder of the plat is restricted to 138 townhouse units and 45 moderate, affordable townhouse units.

EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

[X] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.

If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by July 7, 2003, which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by July 7, 2003 which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[] Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

EXHIBIT "A-2"
LAND DESCRIPTION
A PORTION OF "INFANTE II"
CITY OF MARGATE, BROWARD COUNTY, FLORIDA

All of "INFANTE II", according the map or plat thereof as recorded in Plat Book 168, Page 11 of the Public Records of Broward County, Florida: Less that portion of Parcel "A" known as "Commercial Land" more particularly described as follows:

A parcel of land being a portion of Parcel "A", "INFANTE II", according the Plat thereof as recorded in Plat Book 168, Page 11 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel "A", being on a 4233.60 (4233.59 per Plat) foot radius curve concave to the East whose radius point bears North 89°20'04" East;

(The following three (3) courses are along the West line of said Parcel "A")

THENCE Southerly along said curve through a central angle of 00°20'39", an arc distance of 25.43 feet to a point of non-tangency;

THENCE South 01°00'34" East, 68.90 feet to a point on 15269.38 foot radius non-tangent curve concave to the East whose radius point bears South 89°06'15" East;

THENCE Southerly along said curve through a central angle of 00°03'23" an arc distance of 15.00 feet to the **POINT OF BEGINNING** being a point of non-tangency;

THENCE South 89°15'15" East 50.00 feet to a point on a 15219.38 foot radius non-tangent curve concave to the East whose radius point bears South 89°09'36" East;

THENCE Southerly along said curve through a central angle of 00°55'42" an arc distance of 246.56 feet to a point of non-tangency;

THENCE North 89°56'36" East 224.00 feet;

THENCE South 00°03'24" East 232.34 feet;

THENCE North 89°38'04" East 93.28 feet;

THENCE South 04°02'11" East 83.31 feet to a point on a 342.66 foot radius non-tangent curve concave to the North whose radius point bears North 04°25'53" West;

FTL:1047604:1
Prepared by:
CALVIN, GIORDANO AND ASSOCIATES, INC
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
02-04-2003

Sheet 1 of 2 Sheets

- 10 -

(The following four (4) courses are along the south line of said Parcel "A")

THENCE Westerly along said curve through a central angle of 04°03'59" an arc distance of 24.32 feet to a point of tangency;

THENCE South 89°38'04" West 72.10 feet;

THENCE South 78°21'38" West 61.11 feet;

THENCE South 89°38'04" West 183.63 feet;

(The following seven (7) courses are along the West line of said Parcel "A")

THENCE North 45°41'15" West 42.19 feet;

THENCE North 01°00'34" West 54.60 feet to a point of curvature of a 15269.38 foot radius curve concave to the East;

THENCE Northerly along said curve through a central angle of 00°52'07", an arc distance of 231.49 feet to a point of non-tangency;

THENCE North 88°59'26" East 15.00 feet;

THENCE North 01°00'34" West 26.00 feet;

THENCE South 88°59'26" West 14.58 feet to a point on a 15269.38 foot radius non-tangent curve concave to the East whose radius point bears North 89°57'24" East;

THENCE Northerly along said curve through a central angle of 00°52'58" an arc distance of 235.29 feet to the **POINT OF BEGINNING**.

Said lands lying in the City of Margate, Broward County, Florida and containing a total net area of 630,937 square feet (14.484 acres) more or less.

FTL:1047604:1
Prepared by
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
02-04-2003

Sheet 2 of 2 Sheets

- 11 -