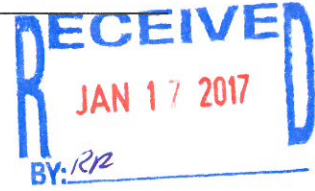


**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**  
*Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance*

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January 13, 2017

**Via Email & FedEx**

Mr. Benjamin J. Ziskal, AICP, CEcD  
Director of Economic Development  
City of Margate, Economic Development Department  
5790 Margate Blvd.  
Margate, FL 33063

**Re: Request for Designation of the Property Located at 3100 N. State Road 7, Margate, FL 33063, Identified by Folio Numbers 48-42-19-34-0010 & 48-42-19-34-0011, as a Brownfield Area Pursuant to §376.80(2)(c), Florida Statutes**

Dear Mr. Ziskal:

On behalf of HTG Arbor View, LLC ("Arbor View") we are pleased to submit this Request for Designation of the property located at 3100 N. State Road 7, Margate, FL 33063, Folio Numbers 48-42-19-34-0010 & 48-42-19-34-0011 (the "Subject Property"), as a Brownfield Area (the "Letter Request") pursuant to Chapter 376.80(2)(c), Florida Statutes of Florida's Brownfield Redevelopment Act.

When fully redeveloped as an affordable senior residential rental community, the Subject Property will consist of 100 units with 64 one-bedroom apartments and 36 two-bedroom apartments. Community amenities will include a swimming pool, dog park, computer center, community room, fitness trail, state-of-the-art fitness center, and shuffleboard courts. The completed project will have an estimated cost of approximately \$27 million. A legal description and property card depicting the location of the Subject Property are enclosed herein at Exhibit A.

Arbor View is applying for this designation due to the fact that there is a substantial and lengthy history of agricultural use and agrichemical application on surrounding, topographically up-gradient

Mr. Benjamin J. Ziskal, AICP, CECd  
January 13, 2017  
Page 2

property where stormwater runoff to the Subject Property has created a significant perception of contamination. This has complicated redevelopment and reuse by requiring, and continuing to require, that Arbor View incur significant time and expense for technical, engineering, and legal consultants in order to properly conduct environmental assessment and remediation, if necessary. The designation has thus become a key part of this ambitious project's ultimate viability by enabling Arbor View to access certain regulatory and economic incentives to mitigate and manage the risk and expense associated with the discovery of contamination and the necessary response. It is also key to attracting major new capital investment in the City of Margate.

In considering a request for this type of designation, a local government must evaluate and apply the criteria set forth in Chapter 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit B, Arbor View meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff recommend approval. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**



Michael R. Goldstein  
/mrg

Enclosures

cc: HTG Arbor View, LLC

# Exhibit A

**DESCRIPTION OF  
ARBOR VIEW  
IN PARCEL "A", "INFANTE II"**

**LEGAL DESCRIPTION:**

THAT 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID PARCEL "A", SAID POINT BEING ON A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS NORTH 89°20'11" EAST; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" THE FOLLOWING THREE (3) COURSES: SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,233.59 FEET AND A CENTRAL ANGLE OF 00°20'37", A DISTANCE OF 25.39 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 01°00'34" EAST, A DISTANCE OF 68.95 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS SOUTH 89°06'15" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 00°03'23" AND A RADIUS OF 15269.38 FEET, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 89°15'15" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH A RADIAL LINE BEARS SOUTH 89°09'38" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15,219.38 FEET AND A CENTRAL ANGLE OF 00°55'42", A DISTANCE OF 246.59 FEET; THENCE NORTH 89°56'36" EAST, A DISTANCE OF 224.00 FEET; THENCE SOUTH 00°03'24" EAST, A DISTANCE OF 212.34 FEET; THENCE NORTH 89°38'04" EAST, A DISTANCE OF 56.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 84°07'35", A DISTANCE OF 80.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06°14'21" EAST, A DISTANCE OF 20.13 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 73°58'26", A DISTANCE OF 38.73 FEET; THENCE SOUTH 11°07'26" EAST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 2.16 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL "A" THE FOLLOWING ELEVEN (11) COURSES: WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 342.66 FEET AND A CENTRAL ANGLE OF 10°45'30", A DISTANCE OF 64.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°38'04" WEST, A DISTANCE OF 72.10 FEET; THENCE SOUTH 78°21'38" WEST, A DISTANCE OF 61.11 FEET; THENCE SOUTH 89°38'04" WEST, A DISTANCE OF 183.63 FEET; THENCE NORTH 45°41'15" WEST, A DISTANCE OF 42.19 FEET; THENCE NORTH 01°00'34" WEST, A DISTANCE OF 54.60 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15,269.38 FEET AND A CENTRAL ANGLE OF 00°52'07", A DISTANCE OF 231.49 FEET; THENCE NORTH 88°59'26" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 01°00'34" WEST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 88°59'26" WEST, A DISTANCE OF 14.58 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH A RADIAL LINE BEARS NORTH 89°57'24" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15,269.38 FEET AND A CENTRAL ANGLE OF 00°52'58", A DISTANCE OF 235.29 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA.



<b>Site Address</b>	N STATE ROAD 7, MARGATE	<b>ID #</b>	4842 19 34 0010
<b>Property Owner</b>	HTG ARBOR VIEW LLC	<b>Millage</b>	1212
<b>Mailing Address</b>	3225 AVIATION AVE STE 602 COCONUT GROVE FL 33133	<b>Use</b>	10

<b>Abbreviated Legal Description</b>	<p>INFANTE II 168-11 B POR OF PAR A DESC AS:COMM NW COR PAR A,SLY 25.39, S 68.95 TO P/N/T/C, SLY ALG CUR ARC DIST 15 TO POB, E 50 TO P/N/T/C, SLY ALG CUR ARC DIST 246.59, E 224, S 232.34, E 93.28, S 83.29 TO P/N/T/C, WLY ALG CUR ARC DIST 24.33, W 72.10, SW 61.11, W 183.63, NW 42.19, N 54.60 TO P/T/C, NLY ALG CUR ARC DIST 231.49, E 15, N 26, W 14.58, NLY ALG CUR ARC DIST 235.29 TO POB AKA: COMMERCIAL LAND</p>
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The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2017	\$2,188,380		\$2,188,380	\$2,188,380	
2016	\$2,188,380		\$2,188,380	\$1,221,660	\$33,524.01
2015	\$1,110,600		\$1,110,600	\$1,110,600	\$25,286.92

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$2,188,380	\$2,188,380	\$2,188,380	\$2,188,380
Portability	0	0	0	0
Assessed/SOH	\$2,188,380	\$2,188,380	\$2,188,380	\$2,188,380
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$2,188,380	\$2,188,380	\$2,188,380	\$2,188,380

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
12/12/2016	QC*-T	\$100	114106592	\$20.00	109,419	SF
12/12/2016	SW*-E	\$2,750,000	114106591			
3/17/2004	WD	\$1,000,000	37138 / 20			
5/26/1999	QCD	\$41,000	30038 / 1383			
				Adj. Bldg. S.F.		

\* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
			CM					
			CM					
			2.31					

Please Note: The City of Margate levies a non-ad valorem fire assessment. The fire assessment, if any, is not included in the tax amounts shown above.

## Exhibit B

## Brownfield Area Designation Eligibility Statement

### Arbor View Apartments Brownfield Area Designation

3100 N. State Road 7, Margate, FL 33063

Folio Numbers 48-42-19-34-0010 & 48-42-19-34-0011

HTG Arbor View, LLC ("Arbor View") proposes to redevelop and rehabilitate a parcel of land located at 3100 N. State Road 7, Margate, FL 33063, Folio Numbers 48-42-19-34-0010 & 48-42-19-34-0011 (the "Subject Property"), as an affordable senior residential rental community consisting of 100 units with 64 one-bedroom apartments and 36 two-bedroom apartments. Community amenities will include a swimming pool, dog park, computer center, community room, fitness trail, state-of-the-art fitness center, and shuffleboard courts (the "Project"). As demonstrated herein, the Project meets all five of the applicable designation criteria set forth at Section 376.80(2)(c), Florida Statutes.<sup>1</sup> In addition, the Subject Property meets the definition of a "brownfield site" pursuant to Section 376.79(3), Florida Statutes.

#### I. Subject Property Satisfies the Statutory Criteria for Designation

**1. Agreement to Redevelop the Brownfield Site.** As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that "[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site."

*Arbor View satisfies this criterion in that it owns the Subject Property and has agreed to redevelop and rehabilitate it. See Special Warranty Deed at Attachment B. Accordingly, Arbor View meets this first criterion.*

**2. Economic Productivity.** As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that "[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks."

*Arbor View satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately \$27 million, which will be spent in material part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support approximately 200 temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.*

*Additionally, the recognized literature regarding the local benefits produced by the development of affordable housing developments shows that this type of development substantially contributes to the economic productivity of an area in the form of increased property taxes, stimulation of the local economy by residents, and transformation of vacant land into economically productive communities. For example, in The National Association of Home Builders' ("NAHB") landmark study, The Local Economic Impact of Typical Housing Tax Credit Developments,<sup>2</sup> NAHB published models that estimate the local economic*

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<sup>1</sup> A copy of § 376.80, Florida Statutes, can be found at Attachment A to this Eligibility Statement.

<sup>2</sup> A complete copy of the NAHB report may be accessed here:  
[https://www.novoco.com/sites/default/files/atoms/files/nahb\\_jobs-report\\_2010.pdf](https://www.novoco.com/sites/default/files/atoms/files/nahb_jobs-report_2010.pdf)

benefits of family tax credit developments and elderly tax credit developments. These models capture the effect of the construction activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 affordable residential rental apartments include the following:

- \$7.9 million in local income
- \$827,000 in taxes and other revenue for local governments
- 122 local jobs

According to the report, these one-year impacts include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy. Moreover, on a recurring basis, the economic impacts of building 100 affordable residential rental apartments include the following:

- \$2.4 million in local income
- \$441,000 in taxes and other revenue for local governments
- 30 local jobs

Extrapolating the NAHB model data for 100 units to the redevelopment planned for the Subject Property, which also consists of 100 units, the estimated year of construction and annual recurring economic impacts of the Project to the City of Margate are shown in the figures above.

Because all of the units at the Subject Property are rented to Income Eligible Households under the Low Income Housing Tax Credit program, rehabilitation and redevelopment of the Subject Property will "provide affordable housing as defined in s. 420.0004."<sup>3</sup> Accordingly, the employment creation threshold of at least 5 new permanent jobs is not applicable to the Project. For the reasons discussed herein, Arbor View meets this second criterion.

**3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations.** As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

Arbor View satisfies this criterion in that the Subject Property is located in the City of Margate's Transit Oriented Corridor-Gateway zoning district, with an underlying land use designation of Transit-Oriented Corridor, which specifically permit affordable residential dwelling units. See §§ 8.4 and 9.10 of the Margate Zoning Code. The Subject Property's redevelopment as described above is thus an allowable use in such designations. This consistency and permissibility is also reflected in the enclosed City of Margate Zoning Confirmation Letter signed by the City's Associate Planner at Attachment D. Accordingly, the redevelopment is consistent with the local plan and a permittable use under the applicable local land development regulations and Arbor View meets this third criterion.

**4. Public Notice and Comment.** Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local

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<sup>3</sup> A copy of the Florida Housing Finance Corporation 2016 Carryover Allocation Agreement, evidencing that the Project will provide affordable housing, is enclosed at Attachment C.

community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

*Arbor View satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes §376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:*

- (i) *notice is being posted at the Subject Property;*
- (ii) *notice is being published in the Sun Sentinel;*
- (iii) *notice is being published in the Margate community bulletin section of Craig's List; and*
- (iv) *a community meeting will be held in The Rise Academy School of Science and Technology, located at 6101 NW 31<sup>st</sup> St., Margate, FL 33063 on February 2, 2017.*

*All notices will contain substantially the following narrative:*

**Notice of Community Meeting and Public Hearings for Proposed Brownfield Area Designation  
Pursuant to Florida's Brownfields Redevelopment Act**

*A community meeting shall be conducted on February 2, 2017, from 5:30 p.m. to 7:00 p.m., for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 3100 N. State Road 7, Margate, FL 33063, Folio Nos. 48-42-19-34-0010 & 48-42-19-34-0011, as a Brownfield Area pursuant to Section 376.80(2)(c), Florida Statutes. The community meeting, to be held at The Rise Academy School of Science and Technology, located at 6101 NW 31<sup>st</sup> St., Margate, FL 33063, will also address future development and rehabilitation activities planned for the site by the designation applicant, HTG Arbor View, LLC.*

*Two public hearings, dates to be announced, will be held at Margate City Hall, located at 5790 Margate Blvd., Margate, FL 33063. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131, and/or email at [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com).*

*Proof of publication or posting, as appropriate, will be provided to the City.*

**5. Reasonable Financial Assurance.** As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

*The total capital budget of approximately \$27 million for the Project has been fully funded using a combination of debt and equity. Specifically, \$23,404,983 in tax credit equity was provided by the Raymond James Housing Opportunities Fund 38 LLC. Financing was provided by T.D. Bank, in the amount of a \$17,700,000 construction loan, and Neighborhood Lending Partners of Florida, Inc., in the amount of a \$3,500,000 permanent loan. In addition, Arbor View's affiliate, Housing Trust Group, LLC ("Housing Trust Group"), is a sophisticated, experienced, and credentialed developer of housing communities, with over 40 years of experience in Florida and throughout the United States, and an impressive portfolio of affordable housing developments. Housing Trust Group has a proven history of procuring funding through state and local housing finance authorities, as well as international financial institutions. Based on the current financial position of Arbor View, its affiliate, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development officials, Arbor View has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. It therefore satisfies this fifth criterion.*

## **II. Subject Property Meets the Definition of Brownfield Site**

Section 376.79(3), Florida Statutes, defines “brownfield site” to mean “. . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.” The facts here evidence that the Subject Property falls within the definition of the term “brownfield site” in that there is a substantial and lengthy history of agricultural use and agrichemical application on surrounding, topographically up-gradient property where stormwater runoff to the Subject Property has created a significant perception of contamination, complicating redevelopment and reuse. Such complication includes the imposition and incorporation of design and construction changes on the Project that would not otherwise be required. This perception increases Arbor View’s exposure to environmental and regulatory liability with respect to the Subject Property and makes it materially more expensive and time consuming to move forward.

As noted in the preceding paragraph, the fundamental concern giving rise to the perception of contamination (and thereby complicating redevelopment at the Subject Property) is the documented historical farming activities that have occurred on adjacent lands. Farming and citrus plant cultivation are associated with the handling and improper disposal of hazardous materials, including the application of chemical pesticides, herbicides, and fertilizers (collectively, “agr chemicals”) that are known to result in soil and groundwater impacts. It is also well-documented that historically farmed land in South Florida typically contains organic soils with high concentrations of arsenic. These conditions have created a serious perception of contamination as a result of years of chemical runoff and subsurface migration from surrounding properties to the Subject Property.

In sum, this perceived contamination on the Subject Property creates a material level of regulatory, construction, health, and legal liability risk, has complicated redevelopment efforts, and has required, and will continue to require, significant time and money for environmental, engineering, and legal consultants to property investigate and address. Accordingly, this designation, if granted, will allow for Arbor View to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of the City of Margate.

Based on all the foregoing, the Subject Property clearly falls within the definition of “brownfield site” as set forth in § 376.79(3), Florida Statutes.

## **III. Conclusion**

Arbor View has demonstrated that the Subject Property meets the definition of a “brownfield site” and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as the Arbor View Apartments Brownfield Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfields Redevelopment Act is appropriate.

# Attachment A

Select Year: 2015 ▼ Go

## The 2015 Florida Statutes

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Title XXVIII  
NATURAL RESOURCES; CONSERVATION,  
RECLAMATION, AND USE

Chapter 376  
POLLUTANT DISCHARGE  
PREVENTION AND REMOVAL

[View Entire Chapter](#)

### **376.80 Brownfield program administration process.—**

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. 125.66(4)(b).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity.—Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

*(2)(a) Local government-proposed brownfield area designation outside specified redevelopment areas.*

—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

*(b) Local government-proposed brownfield area designation within specified redevelopment areas.*

—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

*(c) Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions

about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial

action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

(a) Meets all certification and license requirements imposed by law; and

(b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site

rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.
3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
3. Any new or increased access to open, green, park, or other recreational spaces that provide

recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.

4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term "brownfield area" within the name of the brownfield area designated by the local government.

**History.**—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

# Attachment B

Prepared by and return to:

**Lourdes M. Cline**

**Attorney at Law**

**Law Offices of Lourdes M. Cline, P.A.**

**1133 SE 4th Avenue**

**Fort Lauderdale, FL 33316**

**954-764-3550**

**File Number: 804.17**

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## Special Warranty Deed

**This Special Warranty Deed** made this 12<sup>TH</sup> day of December, 2016 between **777 Properties, Inc., a Florida corporation**, whose post office address is **777 South State Road 7, Margate, FL 33068**, grantor, and **HTG Arbor View, LLC, a Florida limited liability company** whose post office address is **3225 Aviation Avenue, Suite 602, Coconut Grove, FL 33133**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

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

**Parcel Identification Number: 484219340010 & 484219340011**

**Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

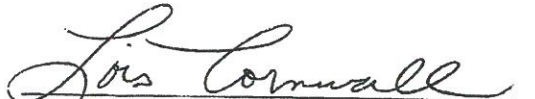
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Lois CORNWALL

  
Witness Name: Jenice Tsai

777 Properties, Inc., a Florida corporation, a Florida corporation

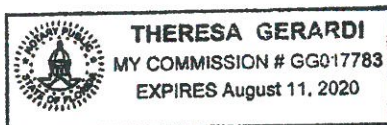
By:   
Michael Shooster, President

(Corporate Seal)

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 12 day of December, 2016 by Michael Shooster, President of 777 Properties, Inc., a Florida corporation, a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: THERESA GERARDI

My Commission Expires: AUGUST 11, 2020

### EXHIBIT "A"

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

Commence at the northwest corner of said Parcel "A", said point being on the arc of a non-tangent curve concave to the east, a radial line of said curve through said point having a bearing of North 89°21'10" East;

(The following three (3) courses being coincident with the west line of said Parcel "A")

Thence southerly along the arc of said curve to the left, having a central angle of 00°20'37" and a radius of 4233.59 feet, for an arc distance of 25.39 feet to a point on a non-tangent line; thence South 01°00'34" East, a radial line of said curve through said point having a bearing of South 89°06'15" East; thence southerly along the arc of said curve, to the left, having a central angle of 00°03'23" and a radius of 15269.38 feet for an arc distance of 15.00 feet to a point on a non-tangent line, said point also being the POINT OF BEGINNING;

Thence South 89°15'15" East, a distance of 50.00 feet to a point on the arc of a non-tangent curve concave to the east, a radial line of said curve through said point having a bearing of South 89°09'38" East; thence southerly along the arc of said curve, to the left, having a central angle of 00°55'42" and a radius of 15219.38 feet for an arc distance of 246.59 feet to a point on a non-tangent line; thence North 89°56'36" East, a distance of 224.00 feet; thence South 00°03'24" East a distance of 232.34 feet; thence North 89°38'04" East, a distance of 93.28 feet; thence South 04°02'11" East, a distance of 83.29 feet to a point on the arc of a non-tangent curve concave to the north, a radial line of said curve through said point having a bearing of North 04°26'02" West;

(The following four (4) courses being coincident with the south line of said Parcel "A")

Thence westerly along the arc of said curve, to the right, having a central angle of 04°04'06" and a radius of 342.66 feet for an arc distance of 24.33 feet, to a point of a non-tangent line; thence South 89°38'04" West, a distance of 72.10 feet; thence South 78°21'38" West, a distance of 61.11 feet; thence South 89°38'04" West, a distance of 183.63 feet;

(The following seven (7) courses being coincident with the west line of said Parcel "A")

Thence North 45°41'15" West, a distance of 42.19 feet; thence North 01°00'34" West, a distance of 54.60 feet to a point of curvature of a tangent curve concave to the east; thence northerly along the arc of said curve, to the right, having a central angle of 00°52'07" and a radius of 15269.38 feet for an arc distance of 231.49 feet to a point of a non-tangent line; thence North 88°59'26" East a distance of 15.00 feet; thence North 01°00'34" West, a distance of 26.00 feet; thence South 88°59'26" West, a distance of 14.58 feet to a point on the arc of a non-tangent curve concave to the east, a radial line of said curve through said point having a bearing of North 89°57'24" East; thence northerly along the arc of said curve, to the right, having a central angle of 00°52'58" and a radius of 15269.38 feet for an arc distance of 235.29 feet to the POINT OF BEGINNING.

Together With:

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

Commencing at the most southerly of southwest corners of said Parcel "A";

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

Thence North 89°38'04" East, 183.63 feet; thence North 78°21'38" East, 61.11 feet; thence North 89°38'04" East, 72.10 feet to a point on a 342.66 foot radius non-tangent curve concave to the north whose radius point bears North 00°21'54" West; thence easterly along said curve through a central angle of 04°03'59", an arc distance of 24.32 feet to the POINT OF BEGINNING and a point of non-tangency;

Thence North 04°02'11" West, 83.31 feet; thence South 89°38'04" West, 93.28 feet; thence North 00°03'24" West, 20.00 feet; thence North 89°38'04" East, 56.46 feet to a point of curvature of a 55.00 foot radius curve concave to the southwest; thence southeasterly along said curve through a central angle of 84°07'35", an arc distance of 80.76 feet to a point of tangency; thence South 06°14'21" East, 20.13 feet to a point of curvature of a 30.00 foot radius curve concave to the northeast; thence southeasterly along said curve through a central angle of 73°58'26", an arc distance of 38.73 feet to a point of non-tangency; thence radial to the next described curve South 11°07'29" East, 2.16 feet to a point on a 342.66 foot radius curve concave to the north; thence westerly along said curve through a central angle of 06°41'36", an arc distance of 40.03 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Margate, Broward County, Florida.

# Attachment C

**FLORIDA HOUSING FINANCE CORPORATION  
2016 CARRYOVER ALLOCATION AGREEMENT**

This 2016 Carryover Allocation Agreement (Agreement) by and between Florida Housing Finance Corporation (Florida Housing) and HTG Arbor View, LLC (Owner) constitutes an allocation of the 2016 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (Code). Unless otherwise specifically provided, this Agreement and the terms used herein shall be interpreted in a manner consistent with the requirements of Section 42 of the Code.

In consideration of the conditions and obligations stated in this Agreement, Florida Housing and the Owner understand and agree as follows:

1. Florida Housing has reviewed Request for Applications 2015-107 ("RFA") filed by the Owner of Arbor View (Development). Based on the evaluation of the Development identified in the RFA, and the market study and credit underwriting analysis, Florida Housing and the Owner incorporate, by reference, the RFA into this Agreement.
2. The Owner acknowledges that all the terms, conditions, obligations, and deadlines set forth in this Agreement and the attached Exhibits, together with those that are incorporated by reference, constitute material and necessary conditions of this Agreement, and that the Owner's failure to comply with any of such terms and conditions shall entitle Florida Housing, at its sole discretion, to deem the credit allocation to be canceled. After any such cancellation, the Owner acknowledges that neither it, nor its successors in interest to the Development, shall have any right to claim Housing Credits pursuant to this allocation. Florida Housing reserves the right, at its sole discretion, to modify and/or waive any such failed condition precedent.
3. This 2016 Housing Credit allocation is not to exceed an annual amount of \$1,967,002.00 for the Development. Florida Housing Finance Corporation reserves the right to amend this Carryover Allocation Agreement when the final credit underwriting report is issued. If the final report recommends a lesser amount of housing credits, this agreement will be amended to reflect the lesser amount.

If the Development consists of more than one building, this Agreement constitutes an allocation of credit on a project basis to the Development in accordance with Section 42(h)(1)(F) of the Code. The address(es) of the building(s) in the Development should be listed on Exhibit A, the Building Information Breakdown.

This allocation is expressly conditioned upon satisfaction of the requirements of Section 42(h)(1)(E) of the Code and upon the terms and conditions of this Agreement.

4. The Owner certifies it is the legal owner of the Development and that the following information is true, accurate, and complete:

- a. Owner Name: HTG Arbor View, LLC
- b. Taxpayer Federal ID#: 81-3014884
- c. Owner Address: 3225 Aviation Avenue  
Suite 602  
Coconut Grove, FL 33133
- d. Development Name: Arbor View
- e. Development Address: 3100 N. State Road 7  
Margate, FL 33063
- f. Florida Housing Development Number: 2016-161C
- g. Total Number of Units in Development: 100  
(Includes market rate units, set-aside units, and full-time employee units.)
- h. Total Number of Buildings: 1
- i. Total Number of Qualified Residential Buildings: 1  
(as defined at Section 42(h)(1)(E)(ii) of the Code)
- j. Type of Construction: New Construction
- k. Demographic/Designation: Elderly/Large County
- l. Minimum Set-Aside: 40% of units at  
60% of area median income
- m. Total Set-Aside: 10% of the residential units at  
33% of area median income  
90% of the residential units at  
60% of area median income

50% of the ELI units will be set-aside for Special Needs Households.

- n. Extended Use Period: The Owner has irrevocably waived the "option to convert" to market rents after year 14 and FURTHER COMMITS to an additional compliance period of 35 years (fifteen years plus 35 additional years totaling 50 years).

- o. Development Features and Amenities: The Development will be constructed or rehabilitated in accordance with the RFA and shall provide at a minimum the Features, Amenities and Programs described in Exhibit B. After execution of this Agreement and prior to the effective date of the Extended Use Agreement, any proposed revisions to Exhibit B shall require the review of Florida Housing staff, and its credit underwriters. A \$500 non-refundable processing fee will be required for each revision requested after a final credit underwriting report has been issued.
  - a. Site Control:
    - (i) The Owner shall demonstrate to Florida Housing that it has satisfied the requirement of site control by including a copy of the recorded deed and closing statements, or a copy of the executed long term lease agreement, together with such other evidence or documentation that Florida Housing shall deem necessary. These documents are to be incorporated into the Agreement as an attachment to the Development's Legal Description, **Exhibit C**.

In addition, on or before 5:00 pm, August 12, 2016, the Applicant must submit a signed affidavit with the site control documents, if applicable, stating that the development site and Development Location Point remain the same as stated in the Applicant's Application. If the development site (*either increase or decrease*) or legal description has changed, the Applicant will be charged a \$500 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing at the time of submission or delivery of the affidavit. The notice of change to the development site must explain the reason for the change and must be accompanied by an affidavit from a Florida licensed surveyor certifying that the Development Location Point has not moved and that the change in the development site has not affected any zoning requirements. If the Development Location Point has moved from the location provided in the Application, the change in location cannot affect the Applicant's score and the Applicant must provide a new surveyor certification form. FHFC staff shall review the documents and determine if any further action is necessary.

- (ii) To meet the Site Control requirement, the Owner certifies to Florida Housing that it owns the land on which the Development is to be built, or that the Owner is the Lessee under a lease of the land on which the Development is to be built and which has a term that does not expire prior to the expiration of the Extended Use Period.

### Site Control Election:

Owner shall initial only one of the following:

I elect to meet the Site Control requirement,

\_\_\_\_\_ upon the initial submission of this Agreement

or

X on or before February 28, 2017

In choosing this election, the Owner agrees to provide evidence of meeting the requirement as a supplemental to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm February 28, 2017. Provided that an extension is granted, there will be a \$5,000 non-refundable processing fee.

b. Cost Basis and Certification:

The Owner certifies that it shall incur at least 10 percent of the reasonably expected basis (10% test) of the Development on or before February 28, 2017. The Owner shall indicate below whether it chooses to provide evidence that the 10% test has been met upon the initial submission of this Agreement or by February 28, 2017.

The Owner represents that its reasonably expected basis in the development (land and depreciable basis) as of December 31, 2018 is \$ 26,288,082.00, such that for purposes of the 10% test, it must have a basis in the Development (land and depreciable basis) of at least \$ 2,628,808.20 on or before February 28, 2017.

**Cost Basis and Certification Election:**

Owner shall initial only one of the following:

I elect to meet the 10% test requirement,

\_\_\_\_\_ upon the initial submission of this Agreement

or

X on or before February 28, 2017

In choosing this election, the Owner agrees to provide an updated Exhibit D as evidence of meeting the 10% requirement. This will be a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm February 28, 2017. Provided that an extension is granted, there will be a \$5,000 non-refundable processing fee.

The Owner shall submit the properly completed and executed Exhibit D as evidence that it has or has not met the 10% test requirement.

Florida Housing's acceptance of any certification with respect to meeting the 10% test requirement, does not constitute a representation as to the satisfaction of the requirements under Section 42(h)(1)(E) of the Code as binding on the part of the Internal Revenue Service.

6. The Owner acknowledges that all qualified buildings within the Development shall be placed in service on or before August 31, 2018. The final tax credit determination by Florida Housing cannot be made until such time as all buildings are placed in-service and the required Final Cost Certification has been submitted and approved by Florida Housing. Florida Housing shall not issue any partial final allocations.
7. The Owner acknowledges and agrees to submit to Florida Housing, in accordance with Rule Chapter 67-48, Florida Administrative Code: (i) the completed and required Progress Report Form Q/M Report evidencing the progress of the Development by the first Monday of the month following the end of each calendar quarter, and (ii) the completed and required Final Cost Certification documents by the date that is 75 calendar days after all the buildings in the Development have been placed in service, unless an extension is granted. If a Progress Report extension is granted by Florida Housing, a non-refundable processing fee of \$500 shall be charged to the Owner. If a Final Cost Certification extension is granted by Florida Housing, a non-refundable processing fee of \$1,000 shall be charged to the Owner.

In addition, the Owner acknowledges and agrees to commence construction on or before May 31, 2017. As proof thereof the Owner shall deliver to Florida Housing, on or before May 31, 2017, a copy of the recorded Notice of Commencement from the Official Records of the applicable jurisdiction(s) relative to the subject Development. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$10,000 shall be charged to the Owner.

The Credit Underwriting Report must be finalized no later than May 31, 2017. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$5,000 shall be charged to the Owner.

Florida Housing will require the Owner to acknowledge and agree to close its tax credit partnership on or before May 31, 2017. As proof thereof, the Owner shall deliver to Florida Housing, on or before May 31, 2017, a copy of its closed and executed partnership agreement. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$10,000 shall be charged to the Owner.

The Owner acknowledges and agrees to develop and execute a Memorandum of Understanding, with at least one designated Special Needs Referral Agency by May 31, 2017. As proof thereof, the Owner shall deliver to Florida Housing, on or before May 31, 2017, a copy of the fully executed Memorandum of Understanding. If you are unable to meet the deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$5,000 shall be charged to the Owner.

In the event the Owner fails to comply with the above requirements, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to

Section 42 (h)(3)(C) of the Code. Florida Housing, in its sole and absolute discretion, may extend the time for compliance with these requirements upon receipt of a written request from the Owner and if Florida Housing determines that the Owner is making a diligent effort to comply.

8. A non-refundable administrative fee that is stated in the Preliminary Allocation Certificate must be paid to Florida Housing Finance Corporation by August 12, 2016. In the event the Owner fails to pay the above-referenced administrative fee on or before **5:00 pm, August 12, 2016**, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code.
9. Pursuant to Rule Chapter 67-53, the Owner shall coordinate with the Development's assigned servicer, Seltzer Management Group, to have at least four on-site construction inspections at the Owner's expense. The Owner shall insure that these inspections are conducted at different intervals during the construction period with one of the inspections conducted prior to the Development being 15% complete and one inspection conducted at construction completion.
10. The Owner acknowledges and agrees that Florida Housing shall further evaluate the Development, pursuant to Section 42(m)(2) of the Code for a final housing credit allocation determination upon Final Cost Certification, when all buildings in the Development are placed in service.

The Owner further acknowledges and agrees that, if the carryover housing credit allocation dollar amount, set forth in paragraph 3 of this Agreement, exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing pursuant to Section 42(h)(3)(C) of the Code for reallocation as per the 2015 Qualified Allocation Plan.

11. Upon the Owner's written notification to Florida Housing that the last building in the Development is placed in service, Florida Housing's receipt of evidence that all contingency items identified in the Credit Underwriting Report and this Agreement have been satisfied, and acceptance by Florida Housing of the Final Cost Certification documents which include but are not limited to:
  - the Final Cost Certification
  - the monitoring fee
  - copies of Certificates of Occupancy
  - a copy of the Syndication Agreement
  - an Independent Auditor's Report prepared by an independent Certified Public Accountant
  - photographs of the completed property
  - the original, executed Extended Low-Income Housing Agreement in accordance with the deadlines imposed above

- IRS Forms 8821 for all Financial Beneficiaries

Florida Housing shall issue an Internal Revenue Service Form 8609 for each building, in accordance with the applicable federal law governing Housing Credit allocation under Section 42 of the Code and Florida Housing program rules. The Extended Low-Income Housing Agreement, with respect to the Development, shall, incorporate the terms, conditions, and obligations undertaken by the Owner pursuant to paragraph 4 of this Agreement.

12. This Agreement does not in any way constitute a representation, warranty, guaranty, advice, or suggestion by Florida Housing as to the qualification of the Development for Housing Credits, or the financial feasibility, or viability of the Development. The Agreement shall not be relied on as such by any owner, developer, investor, tenant, lender or other person or entity for any reason.

If and to the extent that the allocation made pursuant to this Agreement is determined to be invalid, due to an error made by Florida Housing in determining its Housing Credit dollar amount for calendar year 2016, this Agreement shall be deemed to constitute a binding commitment on behalf of Florida Housing to allocate an equal amount of Housing Credits from its future Housing Credit Allocation Authority to the extent allowed by Section 42 of the Code. Such binding commitment shall, in all respects, be subject to the terms and conditions of this Agreement.

13. The Owner acknowledges and agrees to notify Florida Housing, in writing, in the event of a sale, transfer, or change in ownership of the Development in accordance with Rule Chapter 67-48, Florida Administrative Code.
14. Amendments to this document may be made by Florida Housing only upon written request from the Owner and as Florida Housing deems necessary.
15. The date of this Agreement is the date it is executed on behalf of Florida Housing as shown on the execution page hereto.

--OWNER--

Acknowledged, agreed and accepted:

Owner: HTG Arbor View, LLC

By:

Signature

Matthew Rieger

Typed or Printed Name

Title:

Manager

Address:

3225 Aviation Ave. Suite 602

Coconut Grove, FL 33133

Date:

August 11, 2016

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 11 day of August,  
2016, by Matthew Rieger as Manager for  
(Name) (Type of Authority)  
HTG Arbor View, LLC  
(Name of party on behalf of whom instrument was executed)

Personally Known ☒ or Produced Identification \_\_\_\_\_

Notary Public, State of Florida



Print, Type or Stamp Name

04/30/18  
Date Commission Expires

**--FLORIDA HOUSING--**

FLORIDA HOUSING FINANCE CORPORATION  
227 North Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329

By its execution of this Agreement, and based on the foregoing representations and obligations, Florida Housing issues to the Owner a Carryover Allocation of 2016 housing credits pursuant to Section 42(h)(1)(E) and (F) of the Internal Revenue Code, as amended, subject to the conditions elsewhere in this Agreement. FLORIDA HOUSING HAS RELIED UPON INFORMATION SUBMITTED TO IT BY THE DEVELOPMENT OWNER IN ISSUING THIS CARRYOVER ALLOCATION. FLORIDA HOUSING MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE OWNER IS ELIGIBLE TO RECEIVE THE CREDIT STATED HEREIN. THE INTERNAL REVENUE SERVICE DETERMINES TAXPAYER ELIGIBILITY.

Ken Reecy Date: 8-12-16

Florida Housing Tax Identification Number: 59-3451366

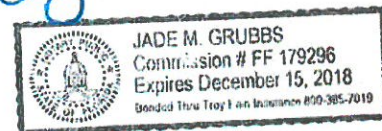
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2016 by Ken Reecy as Director of Multifamily Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation, the successor in interest to the Florida Housing Finance Agency on behalf of said Corporation. He is personally known to me.

Jade M. Grubbs  
Notary Public

Print or Stamp Name

Date Commission Expires



# Attachment D



### City Commission

Mayor Tommy Ruzzano  
Vice Mayor Joyce W. Bryan  
Lesa Peerman  
Joanne Simone  
Frank B. Talerico

### City Manager

Douglas E. Smith

### City Attorney

Douglas R. Gonzales

### City Clerk

Joseph J. Kavanagh

November 17, 2016

Jake Zunamon  
Housing Trust Group  
3225 Aviation Avenue, Suite 602  
Coconut Grove, FL 33133

Re: Zoning Confirmation letter for property located at **3100 N State Road 7**.  
**Legal Description:** A portion of Parcel A, of "INFANTE II," according to the plat thereof, as recorded in Plat Book 168, Page 11, of the public records of Broward County, Florida.  
**FOLIO:** 484219340010

Mr. Zunamon,

This letter is in response to your recent request for certain updated Margate Land Use and Zoning Code information for the above referenced property. Please be advised that as of the date hereof:

1. The above referenced parcel has a zoning designation of Transit Oriented Corridor-Gateway (TOC-G), with an underlying land use designation of TOC Transit Oriented Corridor, and is subject to the use limitations and restrictions provided in Article VIII of the Margate Zoning Code.
2. The subject property is not part of a Planned Unit Development (PUD), and is not within an overlay district.
3. The proposed use as a 100 unit apartment building is permitted under Sections 8.4 and 9.10 of the Margate Zoning Code.
4. The maximum building height permitted in the TOC-G Gateway zoning district is six floors, not to exceed 94 feet.
5. The TOC-G Gateway zoning district does not impose a minimum front setback, but rather enforces a "build-to-line." There are no side setbacks in the TOC-G district, and the rear setback is 38 feet.

### Economic Development Department

5790 Margate Boulevard, Margate, FL 33063 • Phone: (954) 935-5330 • Fax: (954) 935-5304  
[www.margatefl.com](http://www.margatefl.com) • [edevdirector@margatefl.com](mailto:edevdirector@margatefl.com)

6. The Board of Adjustment granted the following variances to the proposed Arbor View apartment building, to be located at 3100 North State Road 7, on July 5, 2016:
- a. Variance BA-17-2016, for permission to provide 125 parking spaces, while Code requires a minimum of 160 parking spaces.
  - b. Variance BA-18-2016, for permission for the primary structure to occupy 42% of the primary frontage, while Code requires a minimum of 70%.
  - c. Variance BA-19-2016, for permission to provide an urban greenway on NW 31<sup>st</sup> Street that does not provide a landscape buffer in portions adjacent to utility poles.

Please feel free to contact me if additional information is needed.

Sincerely,



Andrew Pinney  
Associate Planner

cc: Director of Economic Development

## Notice of Community Meeting and Public Hearings for Proposed Brownfield Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A Community Meeting and Public Hearing will be conducted on March 7, 2017, from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 3100 N. State Road 7, Margate, FL 33063. Folio Nos. 48-4719-34 0010 and 48-4219-34-0011, is a Brownfield Area pursuant to Section 376.80(2)(c), Florida Statute. This Community Meeting and Public Hearing, to be held at the South Florida Ewel's Center, located at 6101 NW 31st Street, Margate, FL 33063, will also address future development and rehabilitation activities planned for the site by the designation applicant, HTG Arbor View, LLC.

Two additional public hearings, dates to be announced, will be held at the Commission Chambers, 1st Floor, City Hall, located at 5700 Margate Blvd., Margate, FL 33063. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131, and/or email at [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com).



**Notice of Community Meeting and Public Hearing for  
Proposed Brownfield Area Designation Pursuant  
to Florida's Brownfield Redevelopment Act**

A Community Meeting and Public Hearing will be conducted on March 7, 2017, from 10:00 AM to 12:00 PM at the Broward County Administration Center, 1000 N. Broward Blvd., Suite 100, Fort Lauderdale, FL 33304. The purpose of the meeting is to provide comments and suggestions about the proposed designation of a brownfield area located at 15700 W. Broward Blvd., Suite 100, Fort Lauderdale, FL 33304. The proposed brownfield area is located on the site of the former Broward County Administration Center, which was previously used as a county office building. The proposed brownfield area is located on the site of the former Broward County Administration Center, which was previously used as a county office building. The proposed brownfield area is located on the site of the former Broward County Administration Center, which was previously used as a county office building.

For additional public hearings, there will be community meetings held at the project location, 15700 W. Broward Blvd., Suite 100, Fort Lauderdale, FL 33304. The community meetings will be held on the following dates: March 14, 2017, at 10:00 AM; March 21, 2017, at 10:00 AM; March 28, 2017, at 10:00 AM; and April 4, 2017, at 10:00 AM. The community meetings will be held at the project location, 15700 W. Broward Blvd., Suite 100, Fort Lauderdale, FL 33304. The community meetings will be held on the following dates: March 14, 2017, at 10:00 AM; March 21, 2017, at 10:00 AM; March 28, 2017, at 10:00 AM; and April 4, 2017, at 10:00 AM.



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\*Wheels For Wishes is a DBA of Car Donation Foundation

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servis@sunsentinel.com,  
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@emservis

## Notice of Community Meeting and Public Hearings for Proposed Brownfield Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A Community Meeting and Public Hearing shall be conducted on March 7, 2017, from 5:30 p.m. to 7:00 p.m., for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 3100 N. State Road 7, Margate, FL 33063, Folio Nos. 48-42-19-34-0010 and 48-42-19-34-0011, as a Brownfield Area pursuant to Section 376.80(2)(c), Florida Statutes. This Community Meeting and Public Hearing, to be held at the South Florida Events Center, located at 6101 NW 31<sup>st</sup> Street, Margate, FL 33063, will also address future development and rehabilitation activities planned for the site by the designation applicant, HTG Arbor View, LLC.

Two additional public hearings, dates to be announced, will be held at the Commission Chambers, 1st Floor, City Hall, located at 5790 Margate Blvd., Margate, FL 33063. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131, and/or email at [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com).

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## ☆ Notice of Community Meeting and Public Hearings for Brownfield Area (3100 N. State Road 7, Margate, FL)

Notice of Community Meeting and Public Hearings for Proposed Brownfield Area Designation Pursuant to Florida's Brownfields Redevelopment Act

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