

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

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June 8, 2015

**Via Email Only**

Mr. Lee R. Feldman, City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

**Re: Request to Designate Northwest Gardens V as a Brownfield Area Pursuant to  
§376.80(2)(c), Florida Statutes**

Dear Mr. Feldman:

On behalf of Northwest Properties V, Ltd. ("NW Properties V"), the developer of Northwest Gardens V, we are pleased to submit this Request for Designation of the fifth phase of the Northwest Gardens affordable housing community, located in the vicinity of NW 7<sup>th</sup> Street between NW 11<sup>th</sup> Avenue and NW 14<sup>th</sup> Avenue, Fort Lauderdale, Florida (the "Subject Property"), a Brownfield Area (the "Letter Request") pursuant to Chapter 376.80(2)(c), Florida Statutes. The legal description and site map for the Subject Property are enclosed herein at Exhibit A. When fully constructed, Northwest Properties V will have transformed aging public housing stock into a critically needed rental community for a neighborhood and its residents struggling with the day-to-day challenges of acute economic distress. The completed project will have an estimated capital cost of approximately \$26 million.

NW Properties V is applying for the brownfield designation due to the fact that environmental assessment activities to date have documented contamination from former agricultural site use at the Subject Property. This has required, and will continue to require, that NW Properties V incur significant time and expense for technical, engineering, and legal consultants in order to properly conduct environmental assessment and remediation. The designation has thus become a key part of

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June 8, 2015  
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this ambitious project's ultimate viability by enabling NW Properties V 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 this area of Fort Lauderdale.

In considering a request for designation of a brownfield area, 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, NW Properties V meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that the Urban Design and Planning Division staff favorably review the Letter Request and recommend it for approval to the Fort Lauderdale City Commission. Of course, as you evaluate the application and supporting materials, please feel free to contact us should you have any questions or require further information.

Thank you.

Very truly yours,

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



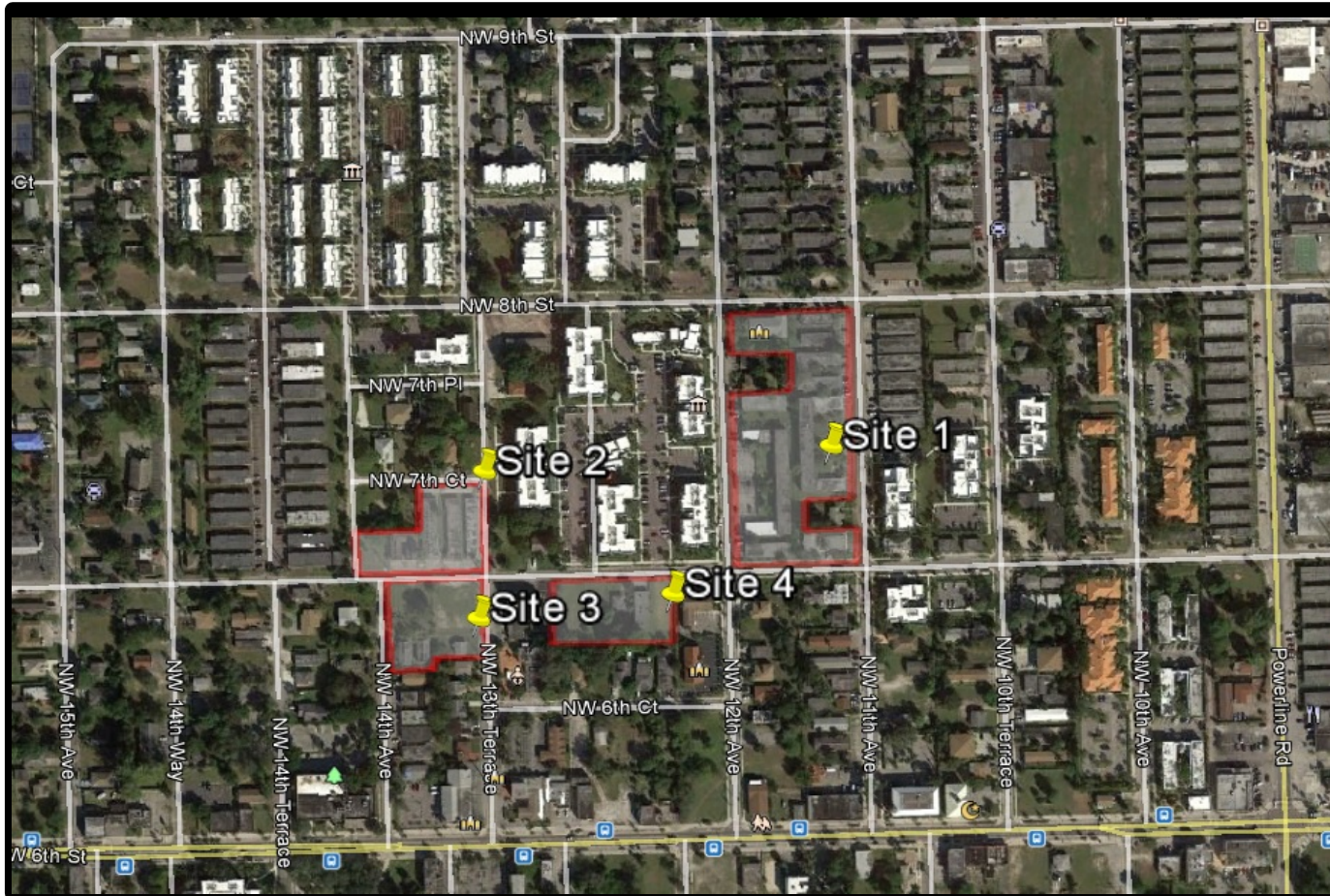
Michael R. Goldstein  
/mrg

Enclosures

cc: Ms. Ella Parker, AICP, Urban Design and Planning Manager, Urban Design and Planning Division  
Mr. Jeremy Earle, AICP, ASLA, FRA-RA, Deputy Director, Department of Sustainable Development  
David S. Vanlandingham, P.E., Engineer IV, Brownfields Coordinator, Broward County Environmental Protection and Growth Management Department, Pollution Prevention Division  
Northwest Properties V, Ltd.

## Exhibit A

## Exhibit A



### Proposed NW Gardens V Brownfield Area

**Approximate Address:** Located in the Vicinity of NW 7<sup>th</sup> Street between NW 11<sup>th</sup> Avenue and NW 14<sup>th</sup> Avenue, Ft. Lauderdale, Broward County, FL 33310

 Approximate Brownfield Area Boundary

**Aggregate Size:** 5.5 acres (four separate parcels)



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

LOTS 5 THROUGH 24, BLOCK 1, SECTION A OF **LAUDERDALE HOMESITES**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

LOTS 22 THROUGH LOT 36, BLOCK 1, **LINCOLN PARK**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

LOTS 5 THROUGH 18, 22 THROUGH, 40, 43, AND 44, BLOCK 273, **PROGRESSO**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

AND

LOTS 6, 7, 10 AND 11, BLOCK B, **HOME BEAUTIFUL PARK**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

## Exhibit B

## Brownfields Designation Eligibility Statement

### Proposed Northwest Gardens V Brownfield Site

NW Gardens V, an affordable housing rental apartment community (the "Project"), located in the vicinity of NW 7<sup>th</sup> Street between NW 11<sup>th</sup> Avenue and NW 14<sup>th</sup> Avenue, Ft. Lauderdale, Broward County, FL 33311 (the "Subject Property") satisfies all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes,<sup>1</sup> as demonstrated herein.

**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."

*Northwest Properties V, Ltd. ("NW Properties V") satisfies this criterion in that it currently controls the Subject Property by virtue of an executed Ground Lease Agreement ("GLA") with the real property owner, Housing Authority for the City of Fort Lauderdale, and has agreed to redevelop and rehabilitate the Subject Property. A copy of the GLA evidencing the applicant's control over the Subject Property is enclosed at Attachment B.*

**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."

*The job creation threshold does not apply to affordable housing projects. Notwithstanding, NW Properties V will employ no less than six permanent new non-demolition/non-construction jobs when the Project is fully developed. In addition, the Project will support approximately 55 temporary construction jobs for site development and construction, which in turn will likely result in workers spending 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. Such job creation will result in the payment of significant payroll taxes and salaries and benefit the local economy by increasing the economic productivity of the area. Most significantly, though, the total capital cost of the Project is estimated at over \$26 million, with a significant portion of that amount being spent on local labor, contractors, consultants, construction and building materials, furnishings, fixtures, infrastructure improvements, and impact fees.*

**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."

*The applicant proposes to construct an affordable housing development at the site, which is consistent with the current zoning of the property and the City of Fort Lauderdale Comprehensive Plan. The Project site is currently zoned RM-15 and RMM-25, residential multifamily low-rise/medium density and residential multifamily mid-rise/medium – high density, which provide for residential development. Evidencing the Project's consistency with local land development regulations are executed Site Plan Approval for Multifamily Development and Local Government Verification that Development is Consistent with Zoning and Land Use Regulations forms, enclosed as Attachments C and D, respectively. Because the contemplated development is consistent*

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



*with the current comprehensive plan and permissible under the applicable local land development regulations, the applicant 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 community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

*NW Properties V will satisfy all applicable notice requirements established by Florida Statutes § 376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) by publishing notice of the proposed rehabilitation of the brownfield area in the Sun-Sentinel Newspaper and in local community bulletins (Craigslist and the New Times newspaper) and by posting such notice at the Subject Property. All forms of notice will occur on or before June 22, 2015, and will contain the following narrative:*

*Representatives for NW Properties V, Ltd., will hold a community meeting on June 30, 2015, from 5:30 P.M. to 7:30 P.M. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of the property located in the vicinity of NW 7<sup>th</sup> Street between NW 11<sup>th</sup> Avenue and NW 14<sup>th</sup> Avenue, Ft. Lauderdale, Broward County, FL 33310, as a brownfield area pursuant to §376.80(2)(C), Florida Statutes, and about development and rehabilitation activities associated with the potential designation, including public hearings to be held by the Fort Lauderdale City Commission to consider the request for designation.*

*The community meeting will be held at the Robert P. Kelley Building, 500 W. Sunrise Boulevard, Fort Lauderdale, FL 33311, and is free and open to all members of the public.*

*For more information regarding the community meeting, including directions, or to provide comments and suggestions at any time before or after the meeting date, please contact Michael R. Goldstein, by telephone at (305) 777-1682, by U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3<sup>rd</sup> Avenue, Suite 2120, Miami, FL 33131, and/or by email, at [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com).*

*Copies of the proposed notices are enclosed as Attachment E. We will supplement this application by submitting evidence of actual posting and publication to the City Manager once the notices have been finalized, which will be no later than June 26, 2015.*

**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."

*NW Properties V satisfies this fifth criterion in that it has the necessary capital to fund the budget for and then construct the Project. The applicant's affiliated entity, Atlantic Pacific Communities, LLC ("APC"), has a lengthy record of accomplishment for successfully funding and developing a broad array of multifamily projects. APC is consistently ranked among the top ten developers nationwide and a premier advisor and development partner for municipalities, housing authorities, non-profits, faith-based institutions, and private sector partners. To date, APC has completed over 80 affordable housing developments totaling more than 9,000 units across the Southeastern region of United States. In addition, APC has collaborated with non-profits, housing authorities, and faith-based organizations to*



*complete 29 developments, including over 3,000 housing units. With the financing in hand and based on its credentials and record of success in consummating the development of residential communities, the applicant clearly has the financial resources to implement and complete the rehabilitation agreement and redevelopment plan.*

## **II. Definition of “Brownfield Site” in § 376.79(3), Florida Statutes**

Although the five enumerated designation criteria do not expressly reference contamination as a specific element that an applicant must demonstrate in order to be eligible for a designation, such a requirement may be inferred by the multiple references to the term “brownfield site” throughout § 376.80(2)(c), Florida Statutes. § 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.”

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 term “brownfield area” incorporates the term brownfield site” but then adds a procedural element to it, stating that such an area consists of one or more sites that have already been through the designation process successfully. Accordingly, the key aspect of this final level of analysis is whether the property that is the focus of the designation request falls within the definition of a “brownfield site.” That is, can it fairly be said that the property in question is subject to either actual or perceived contamination and that such actual or perceived contamination is complicating or may complicate expansion, redevelopment, or reuse? In this instance, as the following analysis will demonstrate, the answer is a resounding yes.

The facts here clearly evidence that the Subject Property falls within the definition of the term “brownfield site.” A review of site history reveals that a portion of the Subject Property was used for agricultural purposes, including pastureland and potential cattle dipping operations from the late 1940s until the late 1950s. As a result of said uses, site assessment activities document soil impacts at the Subject Property. Specifically, benzo(a)pyrene equivalents, benzo(a)anthracene, and total arsenic were detected at concentrations above their respective residential soil cleanup target levels. Remediation of soil impacts will be a lengthy process that will likely require off-site removal of impacted soil. In order to fully and properly investigate these issues and work through the complications that they present from a planning, permitting, and construction perspective, the applicant will have to spend considerable time and money. In addition, the presence of impacted soil at the Subject Property will require the applicant to comply with 62-780 of the Florida Administrative Code to ensure proper management and disposal of impacted media during site development activities.

The presence of actual contamination has significantly complicated redevelopment and reuse by (i) making it materially more expensive and time consuming to move forward with the Project;<sup>2</sup> (ii) imposing a host of design and construction changes on the Project that would not be required but for the presence of actual contamination;<sup>3</sup> and (iii) increasing NW Properties V’s exposure to environmental and regulatory liability with

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<sup>2</sup> NW Properties V has been incurring and will continue to incur hundreds of thousands of dollars in assessment, remediation, legal, construction, and health & safety related costs to address onsite soil contamination conditions. These are costs that would not be incurred but for the contamination that has been documented at the Subject Property. Moreover, because the Subject Property was formerly used as an agricultural site and contamination is present, several additional levels of review and approval have and will continue to be required in order to complete the Project, adding complexity and schedule delays to the Project.

<sup>3</sup> The presence of impacted soil, the nature of the contamination, and the risk of exposure to regulatory and third party liability have had a material impact on the design and schedule for construction. Documented soil contamination will require special handling and disposal and very specific regulatory approvals. In addition, soil management during construction activities will be subject to a level of environmental review and scrutiny that would not otherwise apply to a clean site.

respect to the Project.<sup>4</sup> 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**

NW Properties V has demonstrated that it meets the five statutory criteria for designation of the Subject Property as a brownfield area as set forth at § 376.80(2)(c), Florida Statutes, including the threshold requirement at § 376.79(4), Florida Statutes, incorporated by reference at § 376.80(2)(c), Florida Statutes, that the property for which the designation is sought meet the definition of a “brownfield site.”

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<sup>4</sup> The investigation and remediation of contamination itself adds one last major level of complexity as it will require close and constant oversight by FDEP. The regulatory process associated with remediation can be lengthy, complicated, uncertain, and without guaranteed end points. Accordingly, NW Properties V has no assurance that as it moves forward with the Project the total cost of cleanup will not in fact ultimately exceed what is reasonably projected and exceed approximately \$240,000.00.

## Attachment A


 Select Year: 2014 ▼ Go

## The 2014 Florida Statutes

### [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.

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## Attachment B

### **THIRD AMENDED AND RESTATED GROUND LEASE AGREEMENT**

**THIS THIRD AMENDED AND RESTATED GROUND LEASE AGREEMENT** ("**Lease**") entered into as of the 29th day of January, 2015, among the **HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE**, a public body corporate and politic also known as Fort Lauderdale Housing Authority and **HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC.**, a Florida nonprofit corporation (collectively, the "**Landlord**"), and **NORTHWEST PROPERTIES V, LTD.**, a Florida limited partnership ("**Tenant**").

#### **RECITALS:**

A. The Landlord desires to revitalize those existing housing developments known as Oak Park Apartments and Sunnyreach Acres and other parcels of land owned by Landlord with the use of private and public funds.

B. The revitalization is expected to include the rehabilitation of units at Sunnyreach Acres and/or the demolition and clearing of a portion of Oak Park Apartments and other parcels of land owned by Landlord upon which affordable rental housing units plus related amenities, together with other improvements, fixtures and structures, may be constructed (the "**Development**").

C. The Development will be situated upon the property legally described in the attached Exhibit "A" (the "**Leased Premises**").

D. The Landlord desires to lease the Leased Premises to Tenant pursuant to the terms of this Lease.

E. The Landlord and Tenant entered into that certain Ground Lease Agreement dated as of November 7, 2013, that certain Amended and Restated Ground Lease Agreement dated as of January 28, 2014 and that certain Second Amended and Restated Ground Lease Agreement dated as of February 28, 2014 (collectively, the "**Original Agreement**").

F. The parties desire to amend and restate the Original Agreement in its entirety to, among other things, modify the term of this Lease and provide Tenant with a renewal option, all upon the terms and conditions set forth herein.

#### **LEASE:**

NOW, THEREFORE, in consideration of the Leased Premises, the foregoing Recitals, which are incorporated herein by reference, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby restate, amend and supersede the Original Agreement as follows:

1. Definitions. The following terms for purposes of this Lease shall have the following meanings:

(a) "Base Rent" "Base Rent" means and refers to the annual base rent set forth in paragraph 4(a) hereof.

(b) "Commencement Date" The "Commencement Date" shall be the date that the Tenant closes on its financing and the syndication of Housing Credits with respect to the Development or other financing acceptable to Landlord and sufficient to fund the total cost of the Development.

(c) "Development" or "Project" The term "Development" or "Project" has the meaning ascribed to the term "Development" in the preamble hereto.

(d) "Effective Date" The "Effective Date" means the date of this Lease as first above written.

(e) "Housing Credits" "Housing Credits" means federal low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended (the "Code") awarded to the Tenant by the Florida Housing Finance Corporation.

(f) "Leased Premises" The "Leased Premises" is that certain real property situated in Broward County, State of Florida, legally described on Exhibit "A", attached hereto and incorporated herein by this reference, together with all easements and rights of way pertaining thereto.

(g) "MMRB" "MMRB" means Multifamily Mortgage Revenue Bonds issued pursuant to Florida Housing Finance Corporation's Multifamily Mortgage Revenue Bonds program.

(h) "Operating Expenses" "Operating Expenses" means and refers to all ordinary and necessary operating expenses (including those replacement and maintenance reserves or accruals required by generally accepted accounting principles) as well as those other reserves and accruals that are required to operate, maintain, and keep the Project in a neat, safe and orderly condition.

(i) "Preservation Funding" "Preservation Funding" means funding made available to Tenant by the Florida Housing Finance Corporation pursuant to its existing affordable housing preservation program.

(j) "SAIL Loan" The term "SAIL Loan" means a low-interest loan awarded to the Tenant by the Florida Housing Finance Corporation pursuant to its State Apartment Incentive Loan program.

(k) "State" The term "State" shall mean the State of Florida, unless clearly indicated otherwise.

2. Grant. Landlord hereby conveys and leases to the Tenant, and the Tenant hereby accepts and leases from Landlord, the Leased Premises, together with all easements and rights-of-way pertaining thereto;

TO HAVE AND TO HOLD the Leased Premises unto Tenant for and during the term set forth hereafter.

3. Term. This Lease term shall commence on the Effective Date and expire on January 29, 2016. Notwithstanding the foregoing, if Tenant is not then in default of any of the terms of this Lease beyond any applicable notice and cure period with respect thereto and if Tenant has obtained by January 28, 2016 a successful award of Housing Credits or other financing acceptable to Landlord and sufficient to fund the total cost of the Development (including without limitation financing through a SAIL Loan, the MMRB program, Preservation Funding and/or other funding mechanisms acceptable to Landlord), then Tenant shall have the option (the "**Option**") upon written notice to Landlord submitted on or prior to January 28, 2016, to extend the term of this Lease for an additional term commencing on January 29, 2016 and terminating on the date that is sixty-five (65) years from the first day of the month following the date of completion of the Development and occupancy of the first unit, unless this Lease is terminated earlier pursuant to the provisions contained herein (the "**Option Period**"). Tenant acknowledges and agrees that Tenant's right to exercise the Option is contingent on the foregoing conditions and that the failure of Tenant to fulfill such conditions on or prior to January 28, 2016 or the failure of Tenant to timely exercise such Option shall cause the Option and this Lease to terminate automatically on January 29, 2016 and without further action on the part of either party hereto. Tenant further acknowledges that the right to extend the term of this Lease for the Option Period is contingent upon Landlord obtaining approval of such extension from the U.S. Department of Housing and Urban Development.

4. Ground Rent. For the initial twelve (12) month term of this Lease, Tenant covenants and agrees to pay to the Landlord rent in the amount of ten dollars (\$10.00) (the "**Base Rent**"). If the Option is exercised, the Tenant covenants and agrees to pay to the Landlord an amount (the "**Capitalized Lease Payment**") of increased Base Rent equal to \$2,000,000 plus the lesser of (i) the appraised value of the Premises; or (ii) the funds remaining unspent at Project Stabilization following the payment of all development expenses, including developer's fee. Tenant shall deliver the Capitalized Lease Payment to Landlord in two installments, as follows:

(a) the first installment shall be nonrefundable and shall be in the amount of \$2,200,000 and shall be paid on the Commencement Date; and

(b) the final installment shall be an amount equal to the Capitalized Lease Payment less the amount of the first installment paid under subsection (a) above, adjusted, if necessary, to pay all development expenses including developer fee. Such installment shall be paid within seven (7) business days following Project Stabilization (herein defined as: (i) the completion of all work with respect to the Project; (ii) leasing and occupancy of all units in the Project; (iii) the release by lenders and investors of all completion and lease-up guarantees; and (iv) the release by the investor of the final equity installment), and the Landlord and the Tenant will confirm in writing to release the funds to the Landlord.

(c) The Capitalized Lease Payment shall be amortized over the term of the Option Period in 780 equal increments.

5. Right to Undertake Project.

(a) Tenant shall commence work with respect to the Project no later than ninety (90) days after the Tenant has closed on loan(s) and obtained the equity investment necessary to finance the cost of the Project, and substantially complete the work with respect to the Project within eighteen (18) months thereafter. The foregoing limitation of time for the completion of the Project may be extended by written agreement between the parties hereto.

(b) During the course of work with respect to the Project, the Tenant shall provide to the Landlord quarterly written status reports on the Project, and such other reports as may reasonably be requested by Landlord.

(c) The work with respect to the Project shall be undertaken in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations (collectively all "**Applicable Laws**") of all governmental entities having jurisdiction over the Project (collectively, the "**Governmental Authorities**"), including, but not limited to, the Landlord and the United States Department of Housing and Urban Development.

(d) The Tenant shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required by applicable Governmental Authorities for the construction, development, zoning, use and occupation of the Project. Landlord agrees to cooperate with (which shall include the execution of applications, plats, etc.) and publicly support Tenant's effort to obtain such approvals, permits and licenses, provided that such approvals, permits and licenses shall be obtained at Tenant's sole cost and expense.

(e) All work with respect to the Project shall be performed in a good and workmanlike manner and in conformity with all Applicable Laws.

6. Forced Delay in Performance. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall not be deemed to be in default under this Lease where delay in the construction or performance of the obligations imposed by this Lease are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions, embargoes, litigation (excluding litigation between the Landlord and the Tenant), tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials or tools, delays of any contractor, subcontractor, or supplier, acts or failures to act by the Landlord, or any other causes beyond the reasonable control of the Tenant. The time of performance hereunder shall be extended for the period of any forced delay or delays caused or resulting from any of the foregoing causes.

7. Landlord's Representations and Warranties. The Landlord hereby represents and warrants to the Tenant that the Landlord owns fee simple, good and marketable title to the Leased Premises.

8. Tenant's Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:



(a) Existence. The Tenant is a limited partnership presently existing and in good standing under the laws of the State of Florida.

(b) Authority and Approvals. The Tenant has the partnership power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Lease.

(c) Binding Obligation. This Lease has been duly and validly executed and delivered by the Tenant and constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(d) Litigation. There is no pending or, to the best of the Tenant's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Lease or any action or act taken or to be taken by the Tenant pursuant to this Lease or (ii) is likely to result in a material adverse change in the Landlord, property, assets, liabilities or condition, financial or otherwise, of the Tenant which will materially impair its ability to perform its obligations hereunder.

(e) Full Disclosure. No representation, statement or warranty by the Tenant contained in this Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein not misleading.

9. Condition of Leased Premises. LANDLORD LEASES AND TENANT TAKES THE LEASED PREMISES AS IS. TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. TENANT ACKNOWLEDGES THAT THE LEASED PREMISES ARE OF ITS SELECTION AND THAT THE LEASED PREMISES HAVE BEEN INSPECTED BY TENANT AND ARE SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE LEASED PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, ARISING PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT.

10. Access to the Project and Inspection. The Landlord or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the circumstances (except in an emergency, when no notice shall be necessary), to enter upon the Leased Premises to examine and inspect the Project. Tenant hereby covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things necessary to grant to the Landlord such right of entry.

11. Insurance.

(a) Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" for the full completed insurable value of the Project in form satisfactory to any mortgage lien holder secured against the Leased Premises.

(b) Tenant shall also obtain and maintain comprehensive general liability insurance policy(ies) insuring against the risk of loss resulting from accidents or occurrences on or about or in connection with the development, construction, and operation of the Project or in connection with, or related to this Lease, in the amounts set forth on Exhibit "B". Such insurance policies shall be issued by companies acceptable to the Landlord and provide coverage in amounts acceptable to the Landlord. Certificates evidencing such insurance coverage shall be delivered to Landlord within five (5) days of the Landlord's request therefor, along with evidence that the insurance premiums have been paid current to date. All insurance policies required to be maintained by the Tenant shall require the insurer to give the Landlord thirty (30) days prior written notice of any change in the policies and/or the insurer's intentions to cancel such policy or policies (without a disclaimer of liability for failure to give such notice).

(c) Prior to commencement of any work with respect to the Project, the Tenant shall furnish a certificate to the Landlord from an insurance company(ies) naming the Landlord as an additional insured under insurance policy(ies) obtained by the Tenant as required by this Lease and confirming that the Tenant and the general contractor of the Project are covered by public liability, automobile liability and workers' compensation insurance policies satisfactory to the Landlord.

(d) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(e) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Project shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Project, naming Landlord as an additional insured thereunder and shall insure the Project in an amount not less than the replacement value of the Project. The Tenant hereby agrees that all insurance proceeds from the All Risk Builder Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Project.

(f) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to canceling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(g) If the Leased Premises are located in a federally designated flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum amount reasonably necessary to insure against the risk of loss from damage to the Project caused by a flood.

(h) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

12. Taxes. Tenant shall be liable for the payment of all real estate taxes, special assessments, and any other taxes, levies or impositions charged by an appropriate taxing authority with respect to the Leased Premises and the Project. If the State or any other political subdivision assesses or levies a tax against the Landlord on the Base Rent or any Additional Rent payable under this Lease, the Tenant shall pay and discharge such taxes levied against the Landlord if the Landlord is not exempt from such tax.

13. Utilities. The Tenant shall pay all utilities used, provided or supplied upon or in connection with the development, construction, and operation of the Project, including, but not limited to, all charges for gas, electricity, telephone and other communications services, water and sewer service charges, and all sanitation fees or charges levied or charged against the Leased Premises during the term.

14. Assignment of Lease by Tenant. The Tenant has no right, without the prior written consent from the Landlord (which shall not be unreasonably withheld), to assign, convey or transfer any legal or beneficial interest in the Tenant's estate hereunder.

15. Assignment of Lease by Landlord. The Landlord must provide written notice to the Tenant prior to assigning this Lease. The Tenant hereby agrees to attorn to Landlord's assignee and to continue to comply with all of the obligations, covenants and conditions of the Tenant under this Lease throughout the remainder of the term of this Lease.

16. Indemnity.

(a) During the term of this Lease, the Tenant agrees to indemnify, save and hold Landlord harmless from and against any and all damages, claims, losses, liabilities, costs, remediation costs and expenses, including but not limited to, reasonable legal, accounting, consulting, engineering and other expenses, which may be asserted against, imposed upon or incurred by Landlord, its successors and assigns, by any person or entity, caused by the Tenant's construction, development, and operation of the Project, including liability arising out of or in connection with any and all federal, State and local Environmental Law (as defined hereafter). Notwithstanding anything to the contrary contained herein, the Tenant's obligation to indemnify the Landlord expressly excludes any liability relating to any matters affecting the Leased Premises resulting from activities occurring prior to Tenant taking possession of the Leased Premises.

(b) For the purpose of this Lease, the term "***Environmental Laws***" as used herein means all federal, state or commonwealth, and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment whether now or in the future enacted, promulgated or issued, including, but not limited to the following: Federal Water Pollution Control Act, 33 U.S.C. § 1251 et

seq.; Clean Air Act, 42 U.S.C. § 741 et seq. The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; The Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; The Clean Water Act, 33 U.S.C. § 1317 et seq.; The Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; The Hazardous Materials Transportation Act, The Marine Protection, Research and Sanctuaries Act; and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6991-6991 i; and each as further amended from time to time and all regulations promulgated thereunder.

17. Eminent Domain. In the event of condemnation or taking by a governmental authority or entity having the power of eminent domain, Landlord and Tenant agree as follows:

(a) Total Taking. The term of this Lease shall be terminated if the entire Project is taken by the exercise of the power of eminent domain or, in the event of a partial taking, the remaining portion of the Leased Premises is rendered unusable for Tenant's use or occupancy as the result of such partial taking. Upon termination of the Lease term, the Tenant and Landlord shall be released from their obligations under this Lease effective on the date title to the property is transferred to the condemning authority.

(b) Partial Taking. The term of this Lease shall continue in effect if, in the event of a partial taking, the remaining portion of the Leased Premises remains reasonably tenantable in the Landlord's and Tenant's opinion.

(c) Award. If there is a taking, whether whole or partial, the Landlord shall be entitled to receive and retain the condemnation award, subject to the provisions of any leasehold mortgage pertaining thereto, as to Tenant's estate in the Leased Premises. Tenant and Landlord shall each be permitted to participate in the condemnation action with regard to their respective estates in the subject property.

18. Default by Tenant. The following shall constitute an "***Event of Default***" hereunder:

(a) failure of Tenant to pay any Base Rent, Additional Rent or charge due hereunder and such default continues for ten (10) days after written notice from Landlord; or

(b) failure of Tenant to comply with the material terms, conditions or covenants of this Lease that the Tenant is required to observe or perform and such breach or default continues for a period of thirty (30) days after written notice from Landlord, or such additional time as may be required if the cure cannot be effected within 30 days but is timely commenced and is diligently prosecuted; or

(c) upon the occurrence of a breach, default or termination of any written agreements relating to the revitalization of the Development between the Tenant or an affiliate of the Tenant (including without limitation Atlantic Pacific Communities, LLC) and the Landlord and such breach or default continues for a period of thirty (30) days after written notice from Landlord, or such additional time as may be required if the cure cannot be effected within 30 days but is timely commenced and is diligently prosecuted; or

(d) this Lease or the Leased Premises or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within 90 days after its levy; or

(e) Tenant shall be unable to pay the Tenant's debts as the same shall mature; or

(f) Tenant shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of Tenant's creditors; or

(g) Tenant shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Tenant's property or such appointment shall be made without the Tenant's consent and shall not be removed within 90 days; or

(h) abandonment or vacation of any portion of the Project or the Leased Premises by the Tenant for a period of more than ten (10) consecutive days.

19. Remedies. If the Tenant fails to cure an Event of Default within the time provided therefor, the Landlord shall have the right to terminate this Lease and the Tenant's right to possession of the Leased Premises will cease and the estate conveyed by this Lease shall revert in the Landlord.

20. Right to Encumber the Project. Except as otherwise permitted hereunder, the Tenant shall not encumber the Project, the Leased Premises, or its leasehold interest in the Leased Premises. Notwithstanding any contrary provisions of this Lease, the Tenant shall have the right to encumber its leasehold interest and the Landlord agrees that it shall enter into such amendments to this Lease as may be reasonably requested by a leasehold mortgagee in furtherance thereof; provided, however, that the Landlord's fee estate shall not be subject to such leasehold mortgage.

21. Quiet Possession. The Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof provided that the Tenant pays the rent and performs all the covenants and conditions of this Lease that the Tenant is required to perform; and the Landlord warrants that it has full right and sufficient title to lease the Leased Premises to the Tenant for the term herein stated.

22. Compliance with Law.

(a) The Tenant agrees to comply with all laws, ordinances, and regulations now in effect or enacted hereafter related to the use or occupancy of all or any part of the Leased Premises and Project at all times during the term of this Lease, at its own expense, in connection with any use the Tenant may make of the Leased Premises and the Project.

(b) The Tenant shall obtain all necessary licenses, permits and inspections necessary to operate the Project on the Leased Premises at its own expense. The Landlord shall cooperate with the Tenant fully to help the Tenant obtain all necessary licenses, permits and inspections required to operate the Project on the Leased Premises provided that the costs of obtaining such licenses, permits and inspection are paid by the Tenant.

23. Mechanic's Liens.

(a) At all times during the term of this Lease, the Tenant agrees to keep the Leased Premises and the Project free of mechanics liens, materialmen's liens, and other similar type of liens; and the Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims and expenses related thereto, including all attorney's fees, and other costs and expenses incurred by the Landlord on account of any such claim or lien.

(b) Within ten (10) business days of the Landlord delivering notice to the Tenant that a lien has been filed against the Leased Premises on account of labor or material furnished in connection with the Tenant's development of the Leased Premises, the Tenant shall either (i) discharge the lien filed against the Leased Premises, (ii) transfer the lien to private surety bond or (iii) post a bond with the clerk of court of competent jurisdiction with instructions to apply the sum towards payment of the lien if it is upheld upon final judgment or return the bond to the Tenant if the lien is discharged. The Landlord may discharge the lien by paying the amount of the claim due or posting a bond with the clerk of court if the Tenant fails to do so within the time required under this Lease. The Tenant shall reimburse the Landlord the costs incurred to pay or have the lien discharged upon demand. Such amounts due from the Tenant shall be charged as Additional Rent under the terms of this Lease.

24. Notices. Any notice required by this Lease shall be delivered to the following parties at the following addresses:

If to the Landlord: Housing Authority of the City of Fort Lauderdale  
437 SW 4 Avenue  
Fort Lauderdale, FL 33315  
Attn: Tam A. English, Executive Director  
Fax: (954) 764-4604  
Phone: (954) 525-6444 x106

Housing Enterprises of Fort Lauderdale, Florida, Inc.  
437 SW 4 Avenue  
Fort Lauderdale, FL 33315  
Attn: Tam A. English  
Fax: (954) 764-4604  
Phone: (954) 525-6444 x106

With a copy to: Cohen & Grigsby, P.C.  
625 Liberty Avenue  
Pittsburgh, PA 15222-3152  
Attn: Michael H. Syme, Esq.  
Fax: (412) 209-1990  
Phone: (412) 297-4965

If to the Tenant: Northwest Properties V, Ltd.  
2950 S.W. 27 Avenue, Suite 200  
Coconut Grove, FL 33133

Attn: Kenneth Naylor  
Fax: (305) 476-1557  
Phone: 305-357-4700

With a copy to: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 W. Flagler Street, Suite 2200  
Miami, FL 33130  
Attn: Brian J. McDonough, Esq.  
Fax: (305) 789-3395  
Phone: (305) 789-3350

Any notice required or permitted to be delivered under this Lease shall be deemed to be given and effective: (a) when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (b) when sent, if sent by a nationally recognized overnight carrier, (c) when received, if delivered personally, or (d) when received, if given by transmittal over electronic transmitting devices such as facsimile or telecopy machine, provided that all charges have been prepaid and the notice is addressed to the party as set forth above. The time period for a response to a notice shall be measured from date of receipt or refusal of delivery of the notice. Notices given on behalf of a party by its attorney shall be effective for and on behalf of such party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

25. Waiver. The rights and remedies of the Landlord under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. No waiver by the Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies provided herein upon the Event of Default shall not be deemed or construed to constitute a waiver of such default. Acceptance of any installment of rent by the Landlord subsequent to the date it is due shall not alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof.

26. Applicable Law. This Lease shall be construed under the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. Interpretation.

(a) The words "**Landlord**" and "**Tenant**" as used herein, shall include, apply to, bind and benefit, as the context permits or requires, the parties executing this Lease and their respective successors and assigns.



(b) Wherever the context permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular numbers shall be construed to include the plural.

28. Captions. The headings and captions contained in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Lease nor of any provision contained herein.

29. Care of the Project. The Tenant shall take good care of the Project and prevent waste. All damage or injury to the Leased Premises or the Project shall be promptly repaired by the Tenant at its expense throughout the term of this Lease.

30. Net Lease. This is a "**Net Lease**" and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind related to the construction, development and operation of the Project on the Leased Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses of the Project for the Lease term, and any extensions thereof. If the Landlord elects to take possession of the Project after an Event of Default under this Lease and the Landlord or its agent operates and manages the Project, any and all Operating Expenses incurred in excess of rents generated by the Project shall be paid by the Tenant upon receipt of a demand by the Landlord. It is specifically understood and agreed that the Landlord shall have no obligation to expend any monies with regard to the Project during the term of this Lease or any extensions thereof.

The Tenant shall surrender possession of the Leased Premises at the expiration of the Lease term, along with all alterations, additions, and improvements thereto, in good condition and repair, reasonable wear and tear and damage by casualty excepted. The Tenant shall remove all of its personal property not required to be surrendered to the Landlord from the Leased Premises before surrendering possession of the Leased Premises, and shall repair any damage to the Project caused by the removal of the Tenant's personal property. Any personal property remaining in the Project at the expiration of the Lease term shall become property of the Landlord, and the Landlord shall not have any liability to Tenant therefor under any circumstances. The Tenant expressly waives to the Landlord the benefit of any statute requiring notice to vacate the Leased Premises at the end of the term or at the end of any subsequent term for which this Lease may be renewed and any other law now in force or hereafter adopted requiring any such notice, and the Tenant covenants and agrees to give up quiet and peaceful possession and surrender the Leased Premises together with all the improvements thereon and appurtenances upon expiration of the term or earlier termination of this Lease without further notice from the Landlord. The Tenant acknowledges and agrees that upon the expiration or sooner termination of this Lease any and all rights and interests it may have either at law or in equity to the Leased Premises and improvements shall immediately cease.

The Tenant shall indemnify the Landlord from and against all losses, claims and liability resulting from the Tenant's failure to deliver possession of the Leased Premises upon the expiration of the Lease term or termination after an Event of Default, including, but not limited to, claims made by a succeeding tenant based on the Tenant's delay in delivering possession of the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

31. Damage by Casualty. The Tenant shall rebuild the Project or any part thereof if damaged or destroyed by casualty, subject to the rights of any mortgage lien holders.

32. Alterations. After completion of all work with respect to the Project, the Tenant shall have the right to make such changes and alterations to the Project deemed necessary or desirable by the Tenant provided that the Landlord approves all such changes and alterations in writing.

33. Holding Over. If Tenant retains possession of the Project after termination or expiration of this Lease, the Tenant agrees to pay Base Rent, in an amount equal to one and one-half times the rent in effect at the time the Lease expired or terminated. The parties hereto agree that the Landlord's acceptance of rent shall not be considered a renewal of this Lease and the Tenant's tenancy shall be on a month-to-month basis, terminable by either party giving the other one months written notice thereof.

34. Modification of Lease. This Lease may not be modified, altered, or changed in any manner other than by a written agreement between the Landlord and Tenant, executed by both parties.

35. Partial Invalidity. If any part of this Lease is invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

36. Non-Recourse. Notwithstanding anything to the contrary contained herein, neither Tenant nor any of its partners shall have any personal liability for the payment and performance obligations hereunder, but such liability shall be limited to Tenant's interest in the Project.

37. Estoppel. Landlord agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by Tenant or by a leasehold mortgagee, to furnish a statement in writing setting forth the rents, payments and other monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in this Lease, any leasehold mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

38. Counterparts. This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

39. Entire Agreement. This Lease contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings with respect to the subject matter hereof, including the Original Agreement.

[Signature Page Follows]

SIGNATURE PAGE  
THIRD AMENDED AND RESTATED GROUND LEASE

---

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

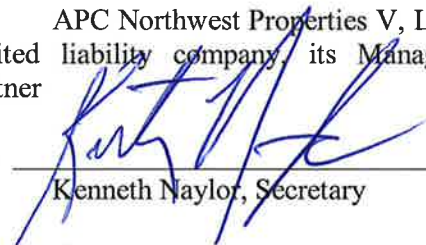
Witnesses:



**TENANT:**

**NORTHWEST PROPERTIES V, LTD.,**  
a Florida limited partnership

By: APC Northwest Properties V, LLC, a Florida  
limited liability company, its Managing General  
Partner

By:   
Kenneth Naylor, Secretary

**LANDLORD:**

**HOUSING AUTHORITY OF THE CITY OF  
FORT LAUDERDALE,**  
a public body corporate and politic

By: \_\_\_\_\_  
Tam A. English, Executive Director

**HOUSING ENTERPRISES OF FORT  
LAUDERDALE, FLORIDA, INC.,**  
a Florida nonprofit corporation



By: \_\_\_\_\_  
Tam A. English, Secretary

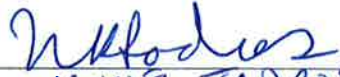
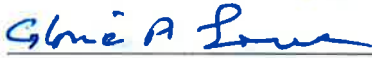
SIGNATURE PAGE  
THIRD AMENDED AND RESTATED GROUND LEASE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
MICHAEL TADROS  
  
GLORIA LOWE

  
MICHAEL TADROS  
  
GLORIA LOWE

**TENANT:**

**NORTHWEST PROPERTIES V, LTD.,**  
a Florida limited partnership

By: APC Northwest Properties V, LLC, a Florida  
limited liability company, its Managing General  
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**LANDLORD:**

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By:    
Tam A. English, Executive Director

**HOUSING ENTERPRISES OF FORT  
LAUDERDALE, FLORIDA, INC.,**  
a Florida nonprofit corporation

By:    
Tam A. English, Secretary

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOTS 5 THROUGH 24, BLOCK 1, SECTION A OF **LAUDERDALE HOMESITES**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

LOTS 22 THROUGH LOT 36, BLOCK 1, **LINCOLN PARK**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

LOTS 5 THROUGH 18, 22 THROUGH, 40, 43, AND 44, BLOCK 273, **PROGRESSO**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

AND

LOTS 6, 7, 10 AND 11, BLOCK B, **HOME BEAUTIFUL PARK**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 47 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT "B", "**SUNNY REACH**", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE NORTH 89°18'06" EAST, ALONG THE NORTH LINE OF SAID TRACT "B", A DISTANCE OF 230.00 FEET; THENCE SOUTH 72°02'11" EAST, A DISTANCE OF 81.26 FEET; THENCE SOUTH 01°08'41" EAST, A DISTANCE OF 24.00 FEET; THENCE NORTH 89°18'06" EAST, ALONG A LINE 50 FEET SOUTH OF SAID NORTH LINE OF TRACT "B", A DISTANCE OF 379.83 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT "B" THE FOLLOWING FOUR (4) COURSES: SOUTH 44°01'58" WEST, A DISTANCE OF 59.83 FEET; THENCE SOUTH 32°01'58" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°01'58" WEST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 10°58'02" EAST, A DISTANCE OF 151.01 FEET; THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT "B" THE FOLLOWING FIVE (5) COURSES: SOUTH 88°38'49" WEST, ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 114.48 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 134°24'55", A DISTANCE OF 82.11 FEET; THENCE SOUTH 88°38'49" WEST, A DISTANCE OF 382.35 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°12'30", A DISTANCE OF 39.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°08'41" WEST, A DISTANCE OF 384.65 FEET TO THE POINT OF BEGINNING.

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

## **EXHIBIT "B"**

### **INSURANCE**

Commercial general liability insurance with a combined single limit of not less than \$2,000,000 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Tenant and Landlord including coverage for contractual liability and broad form property damage; provided Landlord shall have the right from time to time to determine such higher limits as may be reasonable and customary for similar properties similarly situated.

Worker's Compensation Insurance in accordance with the laws of the State of Florida.

Such other insurance on or in connection with the Leased Premises as Landlord may reasonably require and which at the time is commonly obtained in connection with similar properties similarly situated.

## Attachment C



**2013 FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: REQUEST FOR APPLICATIONS 2014-103

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Northwest Gardens V

Development Location: See Attached

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

Zoning Designation: RM-15 and RMM-25

Mark the applicable statement:

1. ☐ The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
2. ☒ The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
  
The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
3. ☐ The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of Fort Lauderdale has vested in me the authority to verify status of site plan approval as specified above and I further certify that the information stated above is true and correct.

(Name of City or County)

Signature

Anthony Fajardo

Print or Type Name

Zoning Administrator

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

	<b>NORTHWEST GARDENS V</b>
	<b><u>Scattered Site Addresses</u></b>
<b>1</b>	<b>700 NW 12th Ave, Fort Lauderdale, FL</b>
<b>2</b>	<b>1311 NW 7th Street Fort Lauderdale, FL</b>
<b>3</b>	<b>647 NW 13th Terr, Fort Luaderdale, FL</b>
<b>4</b>	<b>1208 NW 7th Street, Fort Lauderdale, FL</b>
<b>5</b>	<b>100 SW 18th Avenue, Fort Lauderdale, FL ( site with Development Location Point)</b>

## Attachment D

**2013 FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: REQUEST FOR APPLICATIONS 2014-103

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Northwest Gardens V

Development Location: See Attached

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- (1) The zoning designation for the above- referenced Development location is RM-15 and RMM-25 ; and
- (2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Fort Lauderdale has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

  
Signature

Anthony Fajardo

Print or Type Name

Zoning Administrator

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

	<b>NORTHWEST GARDENS V</b>
	<b><u>Scattered Site Addresses</u></b>
<b>1</b>	<b>700 NW 12th Ave, Fort Lauderdale, FL</b>
<b>2</b>	<b>1311 NW 7th Street Fort Lauderdale, FL</b>
<b>3</b>	<b>647 NW 13th Terr, Fort Luaderdale, FL</b>
<b>4</b>	<b>1208 NW 7th Street, Fort Lauderdale, FL</b>
<b>5</b>	<b>100 SW 18th Avenue, Fort Lauderdale, FL ( site with Development Location Point)</b>

## Attachment E



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Exhibit 2  
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CAM # 15-1232  
Exhibit 2  
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Exhibit 2  
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CAM # 15-1232  
Exhibit 2  
Page 46 of 49



# Three shot outside Deerfield nightclub; gunman escapes

By **WAYNE K. ROUSTAN**  
AND **JOE CAVARETTA**  
Staff writers

Three people were shot

and wounded outside a nightclub in Deerfield Beach and Broward Sheriff's Office Violent Crimes Unit detectives are trying to

determine who is responsible. It happened about 4 a.m. Monday at the Tropicante club at 4250 N. Dixie Hwy.,

said Sheriff's spokeswoman Dani Moschella.

"Two of them were sitting in a car and one was standing outside of the car when they were shot," she said. "The nightclub was closing and they were right around the corner from the nightclub they had come from."

Broward Sheriff Fire Rescue took the three wounded people to Broward Health North Medical Center for treatment.

"Fortunately, their injuries were not life threatening," Moschella said. "[Detectives] are trying to determine who actually fired the shots."

Detectives are asking anyone with information about the incident to call Broward Crime Stoppers at 954-493-8477 or go online to browardcrimestoppers.org.



JOE CAVARETTA/STAFF PHOTOGRAPHER

Three people were shot and wounded outside the Tropicante nightclub in Deerfield Beach about 4 a.m. on June 22, 2015

## Flames spark balcony rescues at apartment building

By **WAYNE K. ROUSTAN**  
Staff writer

There were no reported injuries from an early morning fire in Lauderhill, but firefighters had to rescue some residents from the balconies of an apartment complex.

The alarm sounded just before 4 a.m. Monday at the Cypress Grove Apartments at 4400 NW 19th St., said Lauderhill Fire Rescue Division Chief Jeff Levy.

"[There was] heavy smoke in the hallways," he said. "They were rescuing people from the second-floor balconies."

Fire investigators were trying to find the person who lives in the apartment where the fire started.

"We're trying to find out who occupies it," Levy said. "Investigators are investigating the cause [of the fire but] no determination yet."

The four-story apartment complex had enclosed hallways requiring about a half dozen rescues.

"Due to the smoke conditions people couldn't get out of their apartments, so we [had] to rescue people with the ground ladders off their second floor balconies," he said.

The flames were contained to one second-floor apartment and there was smoke and water damage to the neighboring apartments, he said.



LAUDERHILL FIRE RESCUE, JEFF LEV/COURTESY PHOTO

Residents had to be evacuated and some were rescued with ladders at the Cypress Grove Apartments, Lauderhill.

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### CONSTRUCTIVE NOTICE

Representatives for Northwest Properties V, Ltd., will hold a community meeting on June 30, 2015, from 5:30 P.M. to 7:30 P.M. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of the property located in the vicinity of NW 7th Street between NW 11th Avenue and NW 14th Avenue, Ft. Lauderdale, Broward County, FL 33310, as a brownfield area pursuant to §376.80(2)(C), Florida Statutes, and about development and rehabilitation activities associated with the potential designation, including public hearings to be held by the Fort Lauderdale City Commission to consider the request for designation.

The community meeting will be held at the Robert P. Kelley Building, 500 W. Sunrise Boulevard, Fort Lauderdale, FL 33311, and is free and open to all members of the public.

For more information regarding the community meeting, including directions, or to provide comments and suggestions at any time before or after the meeting date, please contact Michael R. Goldstein, by telephone at (305) 777-1682, by U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131, and/or by email, at mgoldstein@goldsteinenvlaw.com

## Bulletin Board

COMPILED BY ANNA BEACH

### TUESDAY

**Sit 'N' Fit Chair Yoga**, 9 to 10 a.m. at N.E. Focal Point, 227 NW Second St., Deerfield Beach. \$2 per class. Call 954-480-4463.

**Property Appraiser Outreach**, 10 a.m. to noon at Coconut Creek City Hall, 4800 W. Copans Road; 4:30 to 6 p.m. at Tamarac Community Center, 8601 W. Commercial Blvd. Call 954-357-5579.

**Fort Lauderdale Mah Jongg Group**, 1 to 4 p.m. at Beach Community Center, 3351 NE 33rd Ave. Cost \$2. Call 954-557-7890.

**Connections Support Group**, recovery group for those with a mental health diagnosis, 3 p.m. at 9Muses Art Studios, 7139 W. Oakland Park Blvd., Lauderhill. Free. Call 954-316-9907.

**Knitting Club & Crochet Club**, 3 to 5 p.m. at Weston Branch Library, 4205 Bonaventure Blvd., Weston. Bring needles and yarn. Call 954-357-5420.

**Condo Law Workshop**, by Hallandale Beach Police Department, 5:30 to 8:30 p.m. at Hallandale Beach Cultural Center 410 SE Third St. Free. Call 964457-1400.

**Take Off Pounds Sensibly**, 6 p.m. at Collins Center, 3900 NE Third Ave., Oakland Park. Call 954-296-4137.

**HOA Board Certification Course**, 6:30 to 8:30 p.m. at Kaye Bender Rembaum, 1200 Park Central Blvd. South, Pompano Beach. Free. RSVP to 954-928-0680.

**Breast Cancer Support Group**, 7 p.m. at Hollywood Memorial South, 3600 Washington St. Free. Call 954-791-6318.

**Toastmasters**, 7 to 8:30 p.m. at Denny's 3151 NW Ninth Ave., Fort Lauderdale. Call 954-600-1532.

**Family Support Group**, 7:30 p.m. at Imperial Point Medical Center, 6401 N. Federal Highway, Fort Lauderdale. Free. Call 954-316-9907.

**Nar-Anon Family Group Meeting**, 8 to 9 p.m. at 5725 S. University Drive, Davie. Call 888-947-8885.

### WEDNESDAY

**Summer Boom Health Expo**, 9 a.m. to 1 p.m. at Northwest Focal Point Senior Center, 6009 NW 10th St., Margate. Call 954-973-0300.

**How to Resolve Conflicts and Disputes in your Association**, class, 11 a.m. to 1 p.m. at Deicke Auditorium, 5701 Cypress Road, Plantation. Free. To register call 954-486-7774.

**Property Appraiser Outreach**, 11:30 a.m. to 1 p.m. at Pompano Beach City Hall, 100 W. Atlantic Blvd., Room 275; noon to 2 p.m. at Plantation Govt. Center West, 1 N. University Drive, Room 5202B. Call 954-357-5579.

**Mah Jongg Club**, noon to 3 p.m. at Lauderhill City Hall Annex, 3300 Inverrary Blvd. Cost: \$1. Call 954-253-0547.

**Entertainment Day**, noon at Southwest Focal Point Community Center, Main Hall, 301 NW 103rd Ave., Pembroke Pines. Call 954-450-6888.

**Introduction to 3D Printing Using Thingiverse**, workshop, 4 to 5:30 p.m. at Southwest Regional Library, 16835 Sheridan St., Pembroke Pines. Free. Call 954-357-6580.

**Depression/Bipolar Support Group**, 6 to 7:30 p.m. at Skolnick Community Center, 800 SW 36th Ave., Pompano Beach. Free. Call 954-812-7110.

**Alzheimer's Caregiver Support Group**, 6 to 7:30 p.m. at Imperial Point Library, 5985 N. Federal Highway, Fort Lauderdale. Free. Call 954-588-1967.

**Stress Management**, 6:30 to 7:30 p.m. at Carver Ranches Branch Library, 4735 SW 18th St., West Park. Limited space. RSVP to 954-351-6245.

**Fort Lauderdale Writers' Group**, 7 p.m. at Commodore Condo, 3440 Galt Ocean Mile, Fort Lauderdale. Free. Call 954-486-3820.

Bulletin Board lists events open to the public. Submit items two weeks in advance to Bulletin Board, Sun Sentinel, 500 E. Broward Blvd., Fort Lauderdale, FL 33394 or email albeach@tribpub.com

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CAM # 15-1232

Exhibit 2  
Page 47 of 49



[CL](#) [south florida](#) > [broward county](#) > [community](#) > [general community](#)

Posted: 2015-06-23 9:37am

## ★ Proposed NW Gardens V Brownfield Area



preferred contact method:

email

reply by email:

[nrgxk-5088119582@comm.craigslist.org](mailto:nrgxk-5088119582@comm.craigslist.org)

Representatives for Northwest Properties V, Ltd., will hold a community meeting on June 30, 2015, from 5:30 P.M. to 7:30 P.M. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of the property located in the vicinity of NW 7th Street between NW 11th Avenue and NW 14th Avenue, Ft. Lauderdale, Broward County, FL 33310, as a brownfield area pursuant to §376.80(2)(C), Florida Statutes, and about development and rehabilitation activities associated with the potential designation, including public hearings to be held by the Fort Lauderdale City Commission to consider the request for designation.

The community meeting will be held at the Robert P. Kelley Building, 500 W. Sunrise Boulevard, Fort Lauderdale, FL 33311, and is free and open to all members of the public.

For more information regarding the community meeting, including directions, or to provide comments and suggestions at any time before or after the meeting date, please contact Michael R. Goldstein, by telephone at (305) 777-1682 and /or by U.S. Mail at The Goldstein Environmental Law Firm, P.A., 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131.

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BROWNFIELD DESIGNATION COMMUNITY MEETING  
on June 30, 2015, from 5:30 p.m. - 7:30 p.m. at the Robert P.  
Kelley Building, 500 W. Sunrise Boulevard, Fort Lauderdale,  
and is free and open to the public. Meeting held regarding  
proposed designation of property located in the vicinity of  
NW 7th Street between NW 11th Avenue and NW 14th Avenue,  
Ft. Lauderdale, as a Brownfield area pursuant to  
§376.80(2)(C), F.S., and upcoming public hearings to be held  
by the Fort Lauderdale City Commission to consider the  
matter. Please contact Michael R. Goldstein, by telephone  
(305) 777-1682, by U.S. Mail at The Goldstein Environmental  
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