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FLORIDA HOUSING
FINANCE CORPORATION

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

CARISBROOKE TERRACE, LTD.,
CARISBROOKE TERRACE DEVELOPER, LLC,
and SHA DEVELOPMENT, LLC

Petitioner,

FHFC Case No.: 2024-071BP
RFA No.: 2024-306
Application No.: 2025-194BD

vs.

FLORIDA HOUSING FINANCE CORPORATION

**FORMAL WRITTEN PROTEST AND
PETITION FOR FORMAL ADMINISTRATIVE HEARING**

Petitioners, Carisbrooke Terrace, Ltd., Carisbrooke Terrace Developer, LLC, and SHA Development, LLC, (collectively, Petitioner or Carisbrooke) by and through undersigned counsel, file this Formal Written Protest and Petition for Formal Administrative Hearing (Petition) pursuant to Sections 120.569 and 120.57(3), Florida Statutes (Fla. Stat.), Chapter 28-106, Florida Administrative Code (F.A.C.), and the Request for Applications 2024-306 Community Development Block Grant – Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and 4% Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities (the RFA). This Petition challenges the intended decision of Respondent, Florida Housing Finance Corporation (Florida Housing) to award funding in response to the RFA. In support, Petitioner states as follows:

Parties

1. Petitioner, Carisbrooke Terrace, Ltd., is a Florida limited partnership and the applicant entity for Application No. 2025-194BD (Application). For the purposes of this proceeding, Carisbrooke Terrace, Ltd.'s address is c/o Manson Bolves Donaldson Tanner, P.A., 109 N. Brush Street, Suite 300, Tampa, Florida 33602. The telephone number is 813-514-4700.

2. Petitioner, Carisbrooke Terrace Developer, LLC, is a Florida limited liability company, and identified in the Application as one of the developer entities as defined by Florida Housing. Rule 67-48.002, F.A.C. For the purposes of this proceeding, Carisbrooke Terrace Developer, LLC's address is c/o Manson Bolves Donaldson Tanner, P.A., 109 N. Brush Street, Suite 300, Tampa, Florida 33602. The telephone number is 813-514-4700.

3. Petitioner, SHA Development, LLC, is a Florida limited liability company, and identified in the Application as one of the developer entities as defined by Florida Housing. *Id.* For the purposes of this proceeding, SHA Development, LLC's address is c/o Manson Bolves Donaldson Tanner, P.A., 109 N. Brush Street, Suite 300, Tampa, Florida 33602. The telephone number is 813-514-4700.

4. Florida Housing is a public corporation created by Section 420.504, Fla. Stat., and is the state agency affected by this Petition. Florida Housing's address is 227 N. Bronough Street, Suite 5000, Tallahassee, Florida 32301.

Background and the RFA

5. Florida Housing promotes the public welfare by administering the financing or refinancing of affordable housing and related facilities in the State of Florida. Florida Housing's statutory authority and mandates are set forth in Part V of Chapter 420, Fla. Stat.

6. Florida Housing is designated as the housing credit agency for the State of Florida in accordance with Section 42(h)(7)(A) of the Internal Revenue Code. §420.5099, Fla. Stat. It has established a competitive solicitation process known as a request for application to assess the relative merits of proposed affordable housing developments in accordance with Chapters 67-48 and 67-60, F.A.C.

7. On August 1, 2024, Florida Housing issued the RFA seeking applications proposing the development of affordable housing utilizing Community Development Block Grant Disaster Recovery (CDBG-DR) funding in communities impacted by Hurricane Ian. The State of Florida was allocated CDBG-DR funding from the United States Department of Housing and Urban Development (HUD). RFA at 2.

8. Florida Housing issued a first modification to the RFA on August 8, 2024. It issued a second modification to the RFA on August 21, 2024.¹

9. A requirement of the RFA is that proposed developments must address unmet need in HUD-Designated Most Impact and Distressed (HUD-Designated MIDs) areas, or other areas impacted by the storm and deemed a priority by the State of Florida, i.e., State-designated MIDs, that are not HUD-Designated MIDs. *Id.* These communities include:

HUD-Designated MIDs: Brevard, Charlotte, Collier, DeSoto, Hardee, Highlands, Hillsborough, Manatee, Monroe, Osceola, Pinellas, Polk, Putnam, and Seminole counties; and

State Designated MIDs: Flagler, Glades, Hendry, Lake Okeechobee, and St. Johns counties.

RFA at 2.

10. Florida Housing anticipated the award of an estimated \$90,000,000.00 in funds through the RFA.

11. The RFA sets forth the information required to be provided by an applicant and sets out a general description of the types of proposed projects that will be eligible for funding. Applicants are required to meet certain mandatory eligibility requirements that must be satisfied in order to be selected for funding. RFA at 64-67. Eligibility items include, but are not limited to, selection of a demographic category, identification of the location of the proposed development,

¹ All references to “the RFA” and citations within the Petition are to the modified RFA that was issued by Florida Housing on August 21, 2024.

the unit characteristic chart, site control, and Ability to Proceed. *Id.* All the required eligibility items are listed within Section Five of the RFA.

12. Certain eligibility requirements have further criteria that are included within the RFA. By example, to show an Ability to Proceed with the proposed development applicants must demonstrate the following: appropriate zoning, availability of infrastructure, and provide an environmental site assessment for the entire proposed development site, including all scattered sites. RFA at 35. An eligible applicant must demonstrate these criteria as of the Application Deadline.² *Id.*

13. Section Five of the RFA sets forth the Funding Selection Process. Eligible applications are sorted and ranked in order from highest to lowest score, with any tie scores separated as follows:

First, preference will be given to Applications that qualify for the Federal Funding Experience Preference which is outlined in Section Four, A.3.b(4) of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);

Next, by the Application's Leveraging Classification, applying the multipliers outlined in Item 3 of Exhibit C of the RFA (with Applications having the Classification of A listed above Applications having the Classification of B);

Next, preference will be given to Applications that qualify for the Proximity Funding Preference, which is outlined in Section Four, A.5.e of the RFA (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);

Next, preference will be given to Applications that qualify for the Florida Job Creation Funding Preference which is outlined in Item 4 of Exhibit C (with Applications that qualify for the preference listed above Applications that do not qualify for the preference);

² The RFA includes explicit direction that an applicant's Ability to Proceed elements must be shown on the date of the Application Deadline. The RFA states: "To demonstrate that these were in place as of the Application Deadline, the documents must be dated on or before the Application Deadline. The Corporation will rescind the award of any Applicants that fail to meet this request." RFA at 35.

Finally, by lottery number, with Applications that have a lower lottery number listed above Applications with a higher lottery number.

RFA at 67-68. The County Award Tally and Funding Test are also applied. *Id.*

14. Section 5 of the RFA outlines the Selection Process for eligible applications as follows:

The highest ranking eligible unfunded Applications proposing Developments in HUD-Designated MIDs will be selected first, subject to the County Award Tally and Funding Test.

If there are no eligible unfunded Applications proposing Developments in HUD-Designated MIDs that meet the Funding Test, eligible unfunded Applications proposing Developments in State-Designated MIDs will be selected for funding, subject to the County Award Tally and Funding Test.

Remaining Funding – If funding remains and no eligible unfunded Applications can be fully funded, no further Applications will be considered for funding and any remaining funding will be distributed as approved by the Board.

RFA at 68.

15. The RFA's Application Deadline was 3:00 PM on September 5, 2024. RFA at 2.

16. Florida Housing received 39 applications in response to the RFA, including Petitioner's Application for Carisbrooke Terrace a proposed new construction development of 80 garden apartments located in the City of Sanford, Seminole County. Seminole County is a HUD-Designated MIDs area. *Id.*

17. Florida Housing's designated Review Committee met on October 9, 2024, to assess the submitted applications. At the meeting the Review Committee members read into the record the individual scores for each application and determined if each satisfied the RFA's eligibility requirements. Thirty-four applications were deemed eligible for funding, including Carisbrooke's Application. Overall, the Review Committee recommended that Carisbrooke's Application was

eligible for funding but it did not receive a preliminary award for funding. A copy of the RFA's Application Scores is attached and incorporated as Exhibit 1.

18. Among those applications selected by the Review Committee was a development named Villas on Central, located in the City of Altamonte Springs, Seminole County (the Project). Applicant Villas on Central, LLC (Villas on Central) and developers NRP Sunshine Development, LLC, and WCZ Development, LLC proposed the Project. A copy of the Review Committee's preliminary award recommendation is attached and incorporated as Exhibit 2.

19. Florida Housing's Board of Directors adopted and approved preliminary award recommendations during its meeting on October 22, 2024.

Notice

20. Carisbrooke received notice of Florida Housing's intended decision and preliminary funding award pursuant to the RFA on October 22, 2024, when Florida Housing's Board of Directors approved the preliminary recommendations and posted the Preliminary Awards/Notice of Intended Decision on the RFA website. A copy of the notices posted on the RFA website is attached and incorporated as Exhibit 3. Carisbrooke's Application was deemed eligible for funding but was not selected for a preliminary award. *Id.* Carisbrooke contends that its Application should have been selected for funding based on the sorting and selection criteria in the RFA.

21. Carisbrooke timely filed a Notice of Intent to Protest on October 25, 2024. A copy of the notice is attached and incorporated as Exhibit 4. No bond is required for this protest. Rule 67-60.009(5), F.A.C.

22. This Petition is also timely filed in accordance with Section 120.57(3)(b), Fla. Stat. and Rules 28-110.004 and 67-60.009, F.A.C.

Substantial Interests

23. As an applicant seeking funding through the RFA, Carisbrooke is substantially affected by Florida Housing's review, scoring, ranking, eligibility, and preliminary funding determinations. Carisbrooke contends that Villas on Central is ineligible for funding and Florida Housing's preliminary funding determinations affected Carisbrooke's ability to obtain funding. Once the improperly scored, ranked, and ineligible applications are removed and the Selection Process is recalibrated, Carisbrooke would be awarded funding.

24. Therefore, the result of this proceeding affects Carisbrooke, its substantial interests are affected, and it has standing to participate.

VILLAS ON CENTRAL Errors in the Preliminary Awards and Determinations of Eligibility

25. Carisbrooke challenges the eligibility of Villas on Central, Application No. 2025-203BD (Application), for failing to meet RFA requirements. Villas on Central proposed project is a designated Brownfield Site that is subject to heightened state and federal regulatory requirements because "expansion, redevelopment, or reuse is complicated by actual or perceived contamination." § 376.79(4), Fla. Stat. With these heightened requirements, Carisbrooke contends that Villas on Central is unable to demonstrate an Ability to Process as of the Application Deadline and is not eligible for funding.

26. Villas on Central's Application proposes a new construction development of 90 units in a Mid-Rise³ development type located in the City of Altamonte Springs, Seminole County. The identified address of the proposed development site is: "[s]outh side of W Central Pkwy, and

³ Mid-Rise Development type includes a 5 or 6 story structure in accordance with the RFA.

Southeast of intersection of Franklin Ave and W Central Pkwy., Altamonte, Springs.” Relevant portions of Villas on Central’s Application are incorporated and attached as Exhibit 5.

27. Villas on Central’s Contract of Sale, also provided within its Application, reveals that NRP Properties LLC⁴ purchased from Lyvwell Altamonte SS JV 2, LLC: “approximately 2.65 acres of real property located at 292 W. Central Parkway in the City Altamonte Springs, County of Seminole, State of Florida.” Relevant pages from the Contract of Sale from Villas on Central’s Application is attached and incorporated as Exhibit 6.

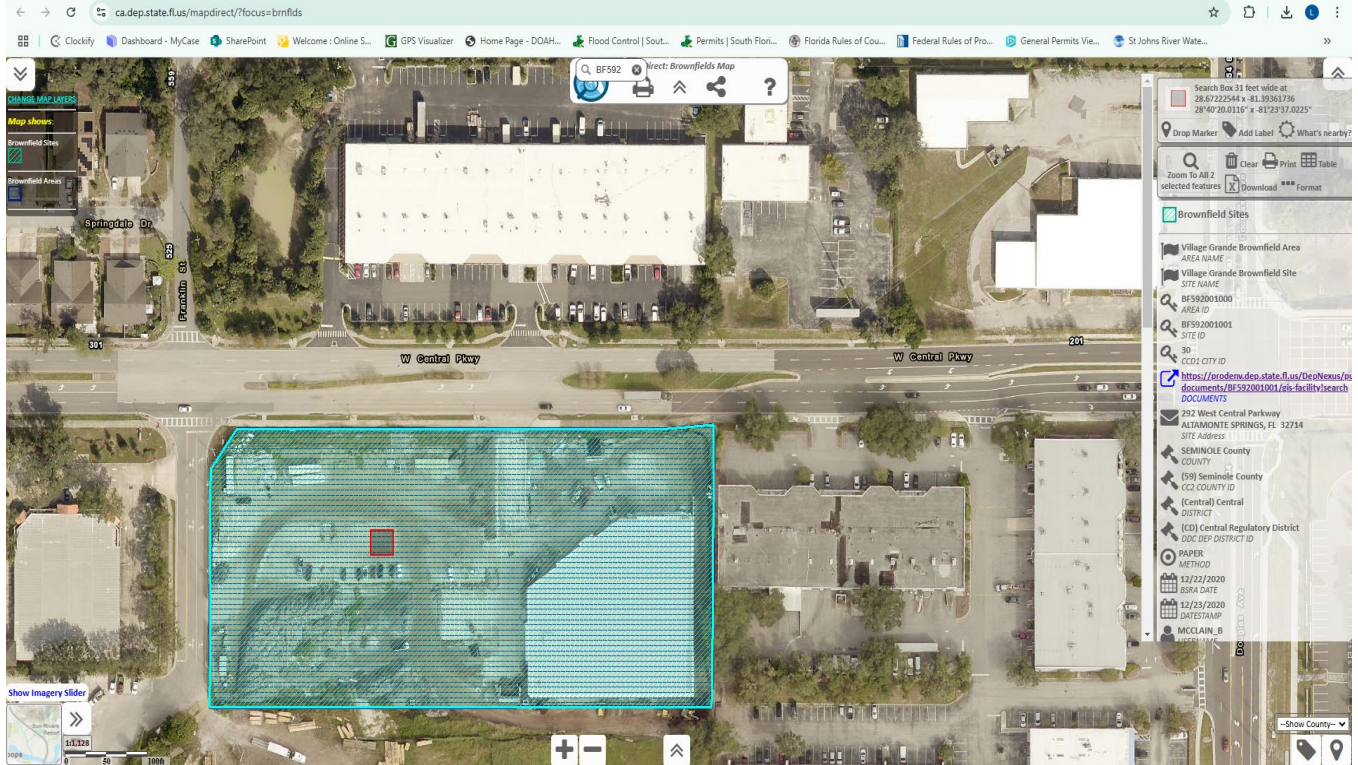
28. As of Application Deadline, Villas on Central proposed development is located on a portion of a Florida Department of Environmental Protection (DEP) designated Brownfield Site⁵, known as the Village Grande Brownfield Site. An overhead view of the entire Village Grande Brownfield Site, obtained from DEP’s Brownfield GeoViewer⁶ is reflected below:

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⁴ Attachment 6 of Villas on Central’s Application further reveals that NRP Properties LLC assigned its interest in the real property to Developer Villas on Central LLC.

⁵ As defined by DEP, a Brownfield Site means: “real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.” §376.79(4), Fla. Stat.

⁶ DEP’s Brownfield GeoViewer is available at the following link: [Map Direct: Brownfields Map](#). To view the Village Grande Brownfield Site, search BF592001001.



29. DEP is the administrative agency of the State of Florida that is responsible for protecting Florida's environment and administering the provisions of Chapter 403 and 376, Fla. Stat. Pursuant to Section 376.81, Fla. Stat., DEP is responsible for identifying/designating Brownfield Sites or Brownfield Areas and promulgating rules to address site contamination and clean up through a rehabilitation program.

30. The Village Grande Brownfield Site, also located at 292 W. Central Parkway, Altamonte Springs, Florida, 32714, has been a designated Brownfield Site since at least December 2020 when a Brownfield Site Rehabilitation Agreement Pursuant to Section 376.80(5), Fla. Stat. (Agreement) was executed between the original real property owners and DEP. That Agreement was subsequently amended on December 28, 2021, to include additional Persons Responsible For

Site Rehabilitation⁷ and now includes Lyvwell Altamonte SS JV 2, LLC. A copy of the First Amendment to Brownfield Site Rehabilitation Agreement is attached and incorporated as Exhibit 7.

31. Seeking to develop or redevelop a Brownfield Site comes with additional requirements and obligations due to the contamination or potential contamination of the real property and need for remediation. These additional requirements are applicable to appropriate zoning and environmental assessments which Villas on Central must demonstrate, as of September 5, 2024, the Application Deadline, to be eligible for funding. RFA at 35.

32. One example of these additional requirements is review and approval by City of Altamonte Springs (Altamonte Springs) of any proposed site plan revisions to the Village Grande Brownfield Site. Included within the Agreement, Lyvwell Altamonte SS JV 2, LLC's predecessor in interest presented an initial site plan to Altamonte Springs consisting of "100,032-square foot mini-warehouse and 19,452 square feet of retail/office use in separate buildings" that is within the "Mixed-Office/Industrial 2 zoning district" Exhibit 7 at 25. Altamonte Springs approved this initial site plan and a phased in approach to this mixed-office/commercial zoning use through the issuance of Resolution 1386 in December 2020. Exhibit 7 at 25-32. But Resolution 1386 explicitly required that future review and approval of changes to the plan site would be needed, stating: "[c]ity approval of such a phased approach to the mixed-use requirement shall require City review and approval of a Site Plan Revision application by the Owner/Developer detailing the particulars with respect to phasing, together with any applicable Developer's Agreement." Exhibit 7 at 26.

⁷ As defined by DEP, a "Person Responsible for Conducting Site Rehabilitation" means: "the site owner, operator, or the person designated by the site owner or operator on the reimbursement application. § 376.301(30), Fla. Stat.

33. As part of the submitted Application, Villas on Central seeks to revise at least a portion of the previously approved site plan and change a portion of the Village Grande Brownfield Site for residential use. While the Live Local Act may eliminate the need for local government review or approval related to generic zoning requirements, it does not eliminate specific local government approvals related to proposed site plan revisions for an identified Brownfield Site.

34. Carisbrooke contends that Villas on Central failed to present a revised site plan to Altamonte Springs for review and approval on or before September 5, 2024. A review of the available public records fails to show any resolutions or documentation supporting that a revised site plan has been submitted to Altamonte Springs as required by Resolution 1386 and the Agreement. Without this required local government approval, Villas on Central is unable to show an Ability to Proceed because it does not have the necessary zoning approvals as of the Application Deadline. RFA at 35.

35. Carisbrooke further contends that Villas on Central has similar challenges related to the required environmental assessment form. A review of the public records as well as DEP materials⁸ for the Village Grande Brownfield Site demonstrate that the Persons Responsible For Site Rehabilitation are not far along in the required remediation efforts for the site. The Contract of Sale within Villas on Central's Application reflects that the real property transaction occurred on September 5, 2024, the Application Deadline, and the necessary date that Villas on Central must demonstrate the required environmental assessments were completed for the proposed project site. Exhibit 6. As part of the required Environmental Disclosure Form, Villas on Central is required to disclose that the proposed development location is a designated Brownfield Site and provide the necessary environmental assessment. Failure to provide a properly completed form is required by

⁸ DEP's file for the Village Grande Brownfield Site is available at the following link: [Documents](#)

the RFA's express terms. *See e.g., Amaryllis Park Place III, LLC, v. Fla. Hous. Fin. Corp.*, Case No. 23-2526BID, ¶¶ 80-94 (Fla. DOAH Sept. 1, 2023) (Recommended Order) (Applicants failure to fully and properly complete and the ESA Form with the proper boxes checked was not a minor irregularity but an omission of material information leading to ineligibility) (FHFC Oct. 27, 2023); *HTG Grand East, Ltd. v. Fla. Hous. Fin. Corp.*, Case No. 23-0670BID, ¶¶ 57-58 (Fla. DOAH May 2, 2023) (Recommended Order) (Applicant's failure to sign a Sewer Form rendered the application "nonresponsive and ineligible for funding" as the RFA required it to be "properly completed and executed.") No. 2023-014BID (FHFC June 9, 2023) (Final Order).

36. As a result, Carisbrooke contends that Villas on Central's Application is ineligible for funding because it is unable meet RFA requirements and cannot demonstrate an Ability to Proceed as of the Application Deadline of September 5, 2024. RFA at 2, 35, 64-68.

Disputed Issues of Material Fact and Law

37. Disputed issues of material fact and law include but are not limited to the following:
- a. Whether Florida Housing's approved scoring results are contrary to the agency's governing statutes, rules or policies, or the RFA specifications;
 - b. Whether Florida Housing's approved scoring results are clearly erroneous, contrary to competition, arbitrary, or capricious;
 - c. Whether Florida Housing's approved scoring results are consistent with fair and open competition for the allocation of funding;
 - d. Whether Villas on Central is ineligible for funding under the RFA;
 - e. Whether Villas on Central failed to demonstrate an Ability to Proceed as of the Application Deadline as required by the RFA;

- f. Whether Florida Housing's proposed award of funding to Villas on Central is clearly erroneous, arbitrary and capricious, or contrary to competition;

Statement of Ultimate Facts

38. As a matter of ultimate fact and law, Florida Housing failed to properly and/or consistently apply the RFA specifications, existing rules, or prior Florida Housing interpretation and precedents.

Right to Amend

39. Carisbrooke specifically reserves the right to amend this Petition as additional information is developed through discovery or review of the public records.

Applicable Statutes and Rules

40. The statutes and rules governing this proceeding and entitling Carisbrooke to relief are Chapter 420, F.S., Sections 120.569 and 120.57, Fla. Stat., as well as Chapters 67-48, 67-60, 67-53, 28-106, 28-110, F.A.C.

Relief Sought by Carisbrooke

Wherefore, Carisbrooke requests the following:

- a. Florida Housing schedule a meeting with Carisbrooke to discuss resolution of this protest within seven business days, as required by Section 120.57(3)(d)1, Fla. Stat.;
- b. If the matter cannot be resolved, that Florida Housing refer this petition to the Division of Administrative Hearings for assignment of an Administrative Law Judge (ALJ) and a formal administrative hearing;
- c. That the ALJ enter a Recommended Order and determine as a matter of fact and law that Villas on Central application is ineligible for funding and revoke its funding award,

and award funding to Carisbrooke and invite it to participate in the credit underwriting process;

d. That Florida Housing adopt the ALJ's Recommended Order as a Final Order.

Respectfully submitted this 4th day of November 2024.

MANSON BOLVES DONALDSON TANNER, P.A.

/s/ Laura S. Olympio
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*Counsel for Carisbrooke Terrace Ltd.,
Carisbrooke Terrace Developer, LLC, and
SHA Developer, LLC*

CERTIFICATE OF SERVICE

I CERTIFY that the original of this Formal Written Protest and Petition for Administrative Hearing was filed by electronic mail with Florida Housing Finance Corporation's Corporation Clerk (CorporationClerk@floridahousing.org) on this 4th day of November 2024.

/s/ Laura S. Olympio
Laura S. Olympio, FBN 117942
*Counsel for Carisbrooke Terrace Ltd.,
Carisbrooke Terrace Developer, LLC, and
SHA Developer, LLC*

RFA 2024-306– Review Committee Recommendations

Total CDBG-DR Funding	90,000,000
Total CDBG-DR Allocated	89,900,000
Total CDBG-DR Remaining	100,000

Application Number	Name of Development	County	County Size	HUD or State-Designated MID?	Name of Authorized Principal Representative	Name of Developer	Dev Category	Development Type	Demo	Units	CDBG-DR Base Request Amount	Non Competitive HC Request Amount	MMRB Request Amount	Eligible For Funding?	Total Points	Federal Funding Experience Preference	A/B Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2025-180BD	40th Street Lofts	Hillsborough	L	HUD	Renee Sandell	Paces Preservation Partners, LLC	NC	MR 4	F	65	\$6,500,000	\$1,236,032	\$16,700,000	Y	10	Y	A	Y	Y	1
2025-203BD	Villas on Central	Seminole	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 5-6	F	90	\$10,000,000	\$1,470,217	\$18,000,000	Y	10	Y	A	Y	Y	2
2025-187BD	Amberwood Lofts	Osceola	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	G	F	88	\$9,500,000	\$1,605,666	\$20,000,000	Y	10	Y	A	Y	Y	7
2025-196BD	Rockledge Apartments	Brevard	M	HUD	C. Hunter Nelson	ECG Florida 2023 V Developer, LLC	NC	G	F	84	\$6,900,000	\$1,472,715	\$18,000,000	Y	10	Y	A	Y	Y	15
2025-198BD	Ekos at Santa Clara	Collier	M	HUD	Christopher L. Shear	MHP Collier IV Developer, LLC	NC	G	F	84	\$10,000,000	\$957,604	\$17,600,000	Y	10	Y	A	Y	Y	19
2025-206D	Largo Station	Pinellas	L	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	MR 4	F	168	\$10,000,000	\$2,450,000		Y	10	Y	A	Y	Y	20
2025-168BD	Highland Creek	Polk	M	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	G	F	120	\$10,000,000	\$1,700,000	\$22,000,000	Y	10	Y	A	Y	Y	22
2025-186D	Desoto Apartments	Manatee	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	140	\$10,000,000	\$2,113,306		Y	10	Y	A	Y	Y	32
2025-185D	Cortaro Heights Apartments LLC	Hillsborough	L	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	100	\$10,000,000	\$1,559,758		Y	10	Y	A	Y	Y	3
2025-182BD	River Fox Commons	Lake	M	State	Renee Sandell	Paces Preservation Partners, LLC	NC	G	E, Non-ALF	92	\$7,000,000	\$1,476,697	\$18,000,000	Y	10	Y	A	Y	Y	37

RFA 2024-306 - Board Approved Scoring Results

Application Number	Name of Development	County	County Size	HUD or State-Designated MID?	Name of Authorized Principal Representative	Name of Developer	Dev Category	Development Type	Demo	Units	CDBG-DR Base Request Amount	Non Competitive HC Request Amount	MMRB Request Amount	Eligible For Funding?	Total Points	Federal Funding Experience Preference	A/B Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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Eligible Applications

2025-168BD	Highland Creek	Polk	M	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	G	F	120	\$10,000,000	\$1,700,000	\$22,000,000	Y	10	Y	A	Y	Y	22
2025-169BD	Arbors at Fruitland Park	Lake	M	State	Daniel F. Acosta	ACRUVA Community Developers, LLC	NC	G	E, Non-ALF	50	\$7,250,000	\$713,816	\$8,000,000	Y	10	Y	B	Y	Y	29
2025-170BD	Arbors at Ruskin Place	Hillsborough	L	HUD	Daniel F. Acosta	ACRUVA Community Developers, LLC	NC	G	E, Non-ALF	56	\$9,995,000	\$673,701	\$9,500,000	Y	10	Y	B	Y	Y	35
2025-171BD	Kissimmee Cove	Osceola	M	HUD	Matthew A. Rieger	HTG Kissimmee Cove Developer, LLC	NC	MR 4	F	73	\$8,400,000	\$1,209,213	\$13,000,000	Y	10	Y	A	Y	Y	10
2025-172BD	Arbors at Whispering Pines	Manatee	M	HUD	Daniel F. Acosta	ACRUVA Community Developers, LLC	NC	MR 4	E, Non-ALF	52	\$9,250,000	\$836,856	\$9,300,000	Y	10	Y	B	Y	Y	11
2025-173BD	Enchanted Oaks	Osceola	M	HUD	Matthew A. Rieger	HTG Enchanted Oaks Developer, LLC	NC	G	F	100	\$10,000,000	\$1,602,821	\$19,000,000	Y	10	Y	A	Y	Y	25
2025-174BD	Orange on 14th	Manatee	M	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	MR 4	F	150	\$10,000,000	\$2,600,000	\$30,000,000	Y	10	Y	A	Y	Y	33
2025-175D	Cleveland Commons	Pinellas	L	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	MR 5-6	F	100	\$9,000,000	\$1,795,000		Y	10	Y	A	Y	Y	31
2025-176BD	Residences at Lake Isles	Osceola	M	HUD	Kenneth Naylor	Residences at Lake Isles Development, LLC	NC	G	F	90	\$10,000,000	\$1,290,199	\$15,000,000	Y	10	Y	B	Y	Y	9
2025-177BD	Harmony Creek Residences	Osceola	M	HUD	Kenneth Naylor	Harmony Creek Residences Development, LLC	NC	MR 4	F	90	\$10,000,000	\$1,335,332	\$15,500,000	Y	10	Y	A	Y	Y	18
2025-180BD	40th Street Lofts	Hillsborough	L	HUD	Renee Sandell	Paces Preservation Partners, LLC	NC	MR 4	F	65	\$6,500,000	\$1,236,032	\$16,700,000	Y	10	Y	A	Y	Y	1
2025-181D	Bay Village	Hillsborough	L	HUD	Darren Smith	SHAG Bay Village Developer, LLC	NC	MR 4	E, Non-ALF	80	\$10,000,000	\$1,407,934		Y	10	Y	A	Y	Y	27
2025-182BD	River Fox Commons	Lake	M	State	Renee Sandell	Paces Preservation Partners, LLC	NC	G	E, Non-ALF	92	\$7,000,000	\$1,476,697	\$18,000,000	Y	10	Y	A	Y	Y	37
2025-184BD	Emerald Pointe	Collier	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	High-Rise	F	72	\$8,250,000	\$1,346,918	\$17,500,000	Y	10	Y	A	Y	Y	24
2025-185D	Cortaro Heights Apartments LLC	Hillsborough	L	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	100	\$10,000,000	\$1,559,758		Y	10	Y	A	Y	Y	3
2025-186D	Desoto Apartments	Manatee	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	140	\$10,000,000	\$2,113,306		Y	10	Y	A	Y	Y	32

RFA 2024-306 - Board Approved Scoring Results

Application Number	Name of Development	County	County Size	HUD or State-Designated MID?	Name of Authorized Principal Representative	Name of Developer	Dev Category	Development Type	Demo	Units	CDBG-DR Base Request Amount	Non Competitive HC Request Amount	MMRB Request Amount	Eligible For Funding?	Total Points	Federal Funding Experience Preference	A/B Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2025-187BD	Amberwood Lofts	Osceola	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	G	F	88	\$9,500,000	\$1,605,666	\$20,000,000	Y	10	Y	A	Y	Y	7
2025-188BD	Azalea Bloom	Seminole	M	HUD	Michael Ruane	CORE Azalea Bloom Developer LLC	NC	G	E, Non-ALF	80	\$10,000,000	\$1,045,628	\$13,000,000	Y	10	Y	A	Y	Y	30
2025-189BD	Valencia at Twin Lakes	Polk	M	HUD	Michael Ruane	CORE Sunset Ridge Developer LLC	NC	MR 4	E, Non-ALF	80	\$10,000,000	\$1,023,635	\$11,000,000	Y	10	Y	A	Y	Y	34
2025-191BD	The Adderley 2	Hillsborough	L	HUD	Shawn Wilson	Blue TA2 Developer, LLC	NC	MR 5-6	E, Non-ALF	100	\$9,500,000	\$1,651,475	\$18,250,000	Y	10	Y	A	Y	Y	16
2025-192BD	Harwick Place	Seminole	M	HUD	Julie von Weller	Harwick Place Developer, LLC; SHA Development, LLC	NC	G	E, Non-ALF	80	\$10,000,000	\$1,465,241	\$15,000,000	Y	10	Y	A	Y	Y	4
2025-193BD	Talland Park	Seminole	M	HUD	Jonathan L. Wolf	Talland Park Developer, LLC; SHA Development, LLC	NC	G	F	72	\$10,000,000	\$1,350,951	\$13,500,000	Y	10	Y	B	Y	Y	8
2025-194BD	Carisbrooke Terrace	Seminole	M	HUD	Jonathan L. Wolf	Carisbrooke Terrace Developer, LLC; SHA Development, LLC	NC	G	F	80	\$10,000,000	\$1,465,241	\$15,000,000	Y	10	Y	A	Y	Y	6
2025-195BD	Ekos at Rockledge Park	Brevard	M	HUD	Christopher L. Shear	MHP Brevard I Developer, LLC	NC	MR 5-6	F	100	\$10,000,000	\$1,504,683	\$20,250,000	Y	10	Y	A	Y	Y	26
2025-196BD	Rockledge Apartments	Brevard	M	HUD	C. Hunter Nelson	ECG Florida 2023 V Developer, LLC	NC	G	F	84	\$6,900,000	\$1,472,715	\$18,000,000	Y	10	Y	A	Y	Y	15
2025-198BD	Ekos at Santa Clara	Collier	M	HUD	Christopher L. Shear	MHP Collier IV Developer, LLC	NC	G	F	84	\$10,000,000	\$957,604	\$17,600,000	Y	10	Y	A	Y	Y	19
2025-199BD	Ekos at Flagler Pointe	Flagler	M	State	Christopher L. Shear	MHP Flagler I Developer, LLC	NC	G	F	96	\$9,500,000	\$1,538,424	\$20,650,000	Y	10	Y	A	Y	Y	23
2025-200BD	Ekos at Kissimmee Station	Osceola	M	HUD	Christopher L. Shear	MHP Osceola I Developer, LLC	NC	MR 5-6	F	85	\$9,500,000	\$1,200,649	\$16,975,000	Y	10	Y	A	Y	Y	38
2025-201D	Grand Oaks	Pinellas	L	HUD	Brian Evjen	Newstar Development, LLC; PCHA Development, LLC	NC	G	F	100	\$10,000,000	\$1,259,498		Y	10	Y	A	Y	Y	39
2025-203BD	Villas on Central	Seminole	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 5-6	F	90	\$10,000,000	\$1,470,217	\$18,000,000	Y	10	Y	A	Y	Y	2
2025-204BD	Plaza Hermosa	Osceola	M	HUD	Matthew A. Rieger	HTG Hermosa Family Developer, LLC	NC	MR 4	F	60	\$10,000,000	\$1,122,705	\$12,000,000	Y	10	Y	B	Y	Y	5
2025-205BD	Hartford & Saratoga Apartments	Pinellas	L	HUD	Michael Lundy	Blue Hartford Developer, LLC ; Housing Authority of the City of St. Petersburg	NC	MR 5-6	F	134	\$10,000,000	\$2,116,841	\$28,000,000	Y	10	Y	A	Y	Y	21
2025-206D	Largo Station	Pinellas	L	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	MR 4	F	168	\$10,000,000	\$2,450,000		Y	10	Y	A	Y	Y	20

RFA 2024-306 - Board Approved Scoring Results

Application Number	Name of Development	County	County Size	HUD or State-Designated MID?	Name of Authorized Principal Representative	Name of Developer	Dev Category	Development Type	Demo	Units	CDBG-DR Base Request Amount	Non Competitive HC Request Amount	MMRB Request Amount	Eligible For Funding?	Total Points	Federal Funding Experience Preference	A/B Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
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Ineligible Applications

2025-178BD	Poinciana Parc Phase II	Osceola	M	HUD	Oscar Sol	Poinciana Parc 2 Dev, LLC	NC	MR 5-6	E, Non-ALF	70	\$9,000,000	\$970,000	\$11,900,000	N	10	Y		Y	Y	14
2025-179BD	United Commons	Polk	M	HUD	Oscar Sol	United Commons Dev, LLC	NC	MR 4	E, Non-ALF	70	\$10,000,000	\$964,110	\$11,000,000	N	10	Y		Y	Y	13
2025-183D	Hillcrest Reserve	Polk	M	HUD	Darren Smith	SHAG Hillcrest Developer, LLC; WHHA Development, LLC	NC	G	F	72	\$10,000,000	\$956,121		N	10	Y		Y	Y	17
2025-190BD	Twin Lakes Estates - Phase III	Polk	M	HUD	Matthew A. Rieger	HTG Twin Lakes III Developer, LLC; Polk County Housing Developers, Inc.	NC	MR 4	F	86	\$10,000,000	\$1,021,694	\$21,000,000	N	10	Y		Y	Y	36
2025-197BD	Wave at Rose	Collier	M	HUD	Andrew Cribbs	OHG FL Collier I Rose Developer LLC	NC	MR 4	F	230	\$10,000,000	\$3,705,553	\$44,694,000	N	5	Y		Y	Y	28
2025-202BD	Vesta at Regal Bay	Osceola	M	HUD	Kory Geans	Newstar Development, LLC; Middleburg Communities, LLC	NC	MR 4	F	80	\$10,000,000	\$1,199,363	\$14,000,000	N	10	Y		Y	Y	12

On October 22, 2024, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee’s motion to adopt the scoring results above.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RFA 2024-306 Board Approved Preliminary Awards

Total CDBG-DR Funding	99,276,000
Total CDBG-DR Allocated	92,900,000
Total CDBG-DR Remaining	6,376,000

Application Number	Name of Development	County	County Size	HUD or State-Designated MID?	Name of Authorized Principal Representative	Name of Developer	Dev Category	Development Type	Demo	Units	CDBG-DR Base Request Amount	Eligible For Funding?	Total Points	Federal Funding Experience Preference	A/B Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2025-180BD	40th Street Lofts	Hillsborough	L	HUD	Renee Sandell	Paces Preservation Partners, LLC	NC	MR 4	F	65	\$6,500,000	Y	10	Y	A	Y	Y	1
2025-203BD	Villas on Central	Seminole	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 5-6	F	90	\$10,000,000	Y	10	Y	A	Y	Y	2
2025-187BD	Amberwood Lofts	Osceola	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	G	F	88	\$9,500,000	Y	10	Y	A	Y	Y	7
2025-196BD	Rockledge Apartments	Brevard	M	HUD	C. Hunter Nelson	ECG Florida 2023 V Developer, LLC	NC	G	F	84	\$6,900,000	Y	10	Y	A	Y	Y	15
2025-198BD	Ekos at Santa Clara	Collier	M	HUD	Christopher L. Shear	MHP Collier IV Developer, LLC	NC	G	F	84	\$10,000,000	Y	10	Y	A	Y	Y	19
2025-206D	Largo Station	Pinellas	L	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	MR 4	F	168	\$10,000,000	Y	10	Y	A	Y	Y	20
2025-168BD	Highland Creek	Polk	M	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	G	F	120	\$10,000,000	Y	10	Y	A	Y	Y	22
2025-186D	Desoto Apartments	Manatee	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	140	\$10,000,000	Y	10	Y	A	Y	Y	32
2025-185D	Cortaro Heights Apartments LLC	Hillsborough	L	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	100	\$10,000,000	Y	10	Y	A	Y	Y	3
2025-192BD	Harwick Place	Seminole	M	HUD	Julie von Weller	Harwick Place Developer, LLC; SHA Development, LLC	NC	G	E, Non-ALF	80	\$10,000,000	Y	10	Y	A	Y	Y	4

On October 22, 2024, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee’s motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

RECEIVED

OCT 25, 2024 8:00am

FLORIDA HOUSING
FINANCE CORPORATION

October 24, 2024

Clerk of Corporation
Florida Housing Finance Corporation
227 North Bronough Street
Suite 5000
Tallahassee, Florida, 32301

VIA ELECTRONIC MAIL
corporation.clerk@floridahousing.org

Re: RFA 2024-306 Community Development Block Grant – Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and 4% Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities

Dear Madame Clerk:

On behalf of Applicant, Carisbrooke Terrace, Ltd., Application No. 2025-194BD (“Carisbrooke”) and Developers, Carisbrooke Terrace Developer, LLC and SHA Development, LLC, (“Developers”), this letter constitutes a Notice of Protest (“Notice”) filed pursuant to Sections 120.569 and 120.57(3), Florida Statutes, Chapter 28-110 and Rule 67-60.009, Florida Administrative Code, and RFA 2024-306. Carisbrooke and the Developers protest Florida Housing Finance Corporation’s (“Florida Housing”) intended decision with respect to the scoring, ranking, and selection of all applications submitted in response to RFA 2024-306.

This Notice is being filed within 72 hours (not including weekends) of the posting of the Preliminary Awards on Florida Housing’s website on Tuesday, October 22, 2024, at 10:36 AM. A copy of Florida Housing’s Preliminary Awards is enclosed as part of this Notice. Carisbrooke and the Developers reserve the right to file a formal written protest within (10) days of the filing of this Notice in accordance with Section 120.57(3), Florida Statutes. This Notice is being filed to, among other matters, preserve Carisbrooke’s and the Developers’ ability to initiate or intervene in proceedings that may impact the scoring, ranking, and funding determinations for RFA 2024-306.

Sincerely,



Attorney
Manson Bolves Donaldson Tanner, P.A.

Enclosure: Florida Housing’s October 22, 2024 Preliminary Awards, RFA 2024-306

Exhibit 4

RFA 2024-306 Board Approved Preliminary Awards

Total CDBG-DR Funding	99,276,000
Total CDBG-DR Allocated	92,900,000
Total CDBG-DR Remaining	6,376,000

Application Number	Name of Development	County	County Size	HUD or State-Designated MID?	Name of Authorized Principal Representative	Name of Developer	Dev Category	Development Type	Demo	Units	CDBG-DR Base Request Amount	Eligible For Funding?	Total Points	Federal Funding Experience Preference	A/B Leveraging	Proximity Funding Preference	Florida Job Creation Preference	Lottery Number
2025-180BD	40th Street Lofts	Hillsborough	L	HUD	Renee Sandell	Paces Preservation Partners, LLC	NC	MR 4	F	65	\$6,500,000	Y	10	Y	A	Y	Y	1
2025-203BD	Villas on Central	Seminole	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 5-6	F	90	\$10,000,000	Y	10	Y	A	Y	Y	2
2025-187BD	Amberwood Lofts	Osceola	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	G	F	88	\$9,500,000	Y	10	Y	A	Y	Y	7
2025-196BD	Rockledge Apartments	Brevard	M	HUD	C. Hunter Nelson	ECG Florida 2023 V Developer, LLC	NC	G	F	84	\$6,900,000	Y	10	Y	A	Y	Y	15
2025-198BD	Ekos at Santa Clara	Collier	M	HUD	Christopher L. Shear	MHP Collier IV Developer, LLC	NC	G	F	84	\$10,000,000	Y	10	Y	A	Y	Y	19
2025-206D	Largo Station	Pinellas	L	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	MR 4	F	168	\$10,000,000	Y	10	Y	A	Y	Y	20
2025-168BD	Highland Creek	Polk	M	HUD	J. David Page	Southport Development, Inc., a WA corporation doing business in FL as Southport Development Services, Inc.	NC	G	F	120	\$10,000,000	Y	10	Y	A	Y	Y	22
2025-186D	Desoto Apartments	Manatee	M	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	140	\$10,000,000	Y	10	Y	A	Y	Y	32
2025-185D	Cortaro Heights Apartments LLC	Hillsborough	L	HUD	J. David Heller	NRP Sunshine Development LLC; WCZ Development, LLC	NC	MR 4	F	100	\$10,000,000	Y	10	Y	A	Y	Y	3
2025-192BD	Harwick Place	Seminole	M	HUD	Julie von Weller	Harwick Place Developer, LLC; SHA Development, LLC	NC	G	E, Non-ALF	80	\$10,000,000	Y	10	Y	A	Y	Y	4

On October 22, 2024, the Board of Directors of Florida Housing Finance Corporation approved the Review Committee’s motion and staff recommendation to select the above Applications for funding and invite the Applicants to enter credit underwriting.

Any unsuccessful Applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., Rule Chapter 28-110, F.A.C., and Rule 67-60.009, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

Exhibit 4

Exhibit A to RFA 2024-306 Community Development Block Grant — Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities

Unless stated otherwise, all information requested pertains to the Development proposed in this Application upon completion. The effective date of this Exhibit A is 08/21/2024.

Section 4.A.1. Review of Attachments

Provide all attachments as required pursuant to the RFA. If it is determined that the Attachments do not meet the RFA requirements or the Applicant submitted materially incorrect information in the Application, the Corporation may take any or all of the following actions, even if the Application was not selected for funding, was deemed ineligible, or was withdrawn: deem the Application ineligible, rescind the award, and consider all Principals of the Applicant to have made a material misrepresentation subject to Section 420.518, F.S.

Section 4.A.2 Demographic Commitment

a. Demographic Commitment

State the Demographic Commitment.

Family

Section 4.A.3 Applicant, Developer, Management Company and Contact Person

a. Applicant

(1) (a) Name of Applicant: Villas on Central LLC

(2) Provide the required documentation to demonstrate that the Applicant is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline as **Attachment 1**.

(3) Non-Profit Applicant Qualifications

Does the Applicant or the General Partner or managing member of the Applicant meet the definition of Non-Profit as set forth in Rule Chapter 67-21, F.A.C. and wish to apply as a Non-Profit Application?

No

b. Developer Information

(1) Name of each Developer (including all co-Developers, one per line)

NRP Sunshine Development LLC

WCZ Development, LLC

(2) For each Developer entity listed in question (1) above (that is not a natural person, Local Government, or Public Housing Authority), provide, as **Attachment 3**, the required documentation demonstrating that the Developer is a legally formed entity qualified to do business in the state of Florida as of the Application Deadline.

(3) Developer Experience

(a) Required Developer Experience

At least one Developer entity named in (1) above must meet the Developer experience outlined in Section Four of the RFA.

Name of the natural person Principal with the required experience: Heller, J. David

Name of Developer entity (for the proposed Development) for which the above individual is a Principal: NRP Sunshine Development LLC

(i) First development that meets the Developer experience requirement outlined in Section Four, A.3.b.(3)(a) of the RFA:

Name of Development: The Sinclair

Exhibit A to RFA 2024-306 Community Development Block Grant — Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities

**Section 4.A.4
General Proposed Development Information**

a. Name of the proposed Development: Villas on Central

b. Development Category

(1) Select the Development Category: New Construction

(2) The Development Category requirements are outlined in Section Four.

This area intentionally left blank.

Does the Unit Characteristics Chart below demonstrate that at least 50 percent of the total units consist of new construction?

Yes

This area intentionally left blank.

Does the proposed Development's criteria qualify it for the Development Category selected above?

Yes

This area intentionally left blank.

c. Characteristics of Development

(1) Select the Development Type: Mid-Rise (5-6 Stories) (Your selection for Development Type is confirmed by the Unit Characteristics table below)

Based on the input in the Unit Characteristics Table below, there is 1 predominant unit type and it is New Construction Mid-Rise ESS Construction.

Exhibit A to RFA 2024-306 Community Development Block Grant — Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities

**Section 4.A.4
General Proposed Development Information**

(2) Enhanced Structural Systems (“ESS”) Construction Qualifications are outlined in Section Four, A.4.c.(2) of RFA.

d. Unit Characteristic Chart

Complete the chart below reflecting the number of units for each of the Development Categories, Development Types, or ESS/non-ESS Construction, for purposes of the Total Development Cost Per Unit Limitation calculation and the Leveraging Calculation. The last row of the far right column is the Leveraging Factor.

Unit Characteristics			Enter the applicable number of units	Leveraging Classification Development Type Multipliers
New Construction	Garden	ESS Construction		0.8004
	Garden	Non-ESS Construction		0.9200
	Mid-Rise	ESS Construction	90	0.7395
	Mid-Rise	Non-ESS Construction		0.8500
	High-Rise	ESS Construction		0.7134
	Other Dev Type*	ESS Construction		0.8700
	Other Dev Type*	Non-ESS Construction		1.0000
Rehab w/ Acq.	Garden	ESS Construction		1.0000
	Garden	Non-ESS Construction		1.0000
	Mid-Rise	ESS Construction		1.0000
	Mid-Rise	Non-ESS Construction		1.0000
	High-Rise	ESS Construction		1.0000
	Other Dev Type*	ESS Construction		1.0000
	Other Dev Type*	Non-ESS Construction		1.0000
Rehab w/o Acq.	Garden	ESS Construction		1.0000
	Garden	Non-ESS Construction		1.0000
	Mid-Rise	ESS Construction		1.0000
	Mid-Rise	Non-ESS Construction		1.0000
	High-Rise	ESS Construction		1.0000
	Other Dev Type*	ESS Construction		1.0000
	Other Dev Type*	Non-ESS Construction		1.0000
Total Units:			90	0.7395**

The number of units calculated here matches the 90 units in stated at 6.a.

* Other Dev(elopment) Type means any Development Type that is not specifically identified in the chart but could be selected in drop-down menu in A.4.A.c.

** Not all decimal places of the actual number for the overall Leveraging Classification Development Type Multiplier may be displaying. Nonetheless, the full actual number will be used to calculate the Applicant's overall Corporation's funding amount in the 'Funding' tab. The final Leveraging Multiplier is calculated by summing together the products of multiplying the number of units for each applicable Development Type by their Leveraging Classification Development Type Multiplier and dividing the results by the amount of Total Units.

e. Has any physical construction activity commenced on the proposed Development? No

Note: If “Yes”, all rules and regulations in 24 CFR Part 92, which includes cross-cutting Federal Regulations, will apply.

Exhibit A to RFA 2024-306 Community Development Block Grant — Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities

**Section 4.A.5
Location of Proposed Development**

a. County: Seminole County Size: Medium

b. Address of Development Site

Street Address or closest designated intersection:

South side of W Central Pkwy, and Southeast of the intersection of Franklin Ave and W Central Pkwy., Altamonte Springs

City of Development Site*: Altamonte Springs

**If the proposed Development is located in the unincorporated area of a county, provide that information.*

c. State whether the Development consists of Scattered Sites

(1) Does the proposed Development consist of Scattered Sites? No

d. Latitude and Longitude Coordinates

(1) Development Location Point

Latitude in decimal degrees, rounded to at least the sixth decimal place: 28.672164

Longitude in decimal degrees, rounded to at least the sixth decimal place: -81.393640

(2) If the proposed Development consists of Scattered Sites, for each Scattered Site that is in addition to the Development Location Point information provided in (1) above, identify the latitude and longitude coordinate, rounded to at least the sixth decimal place:

[Empty box for scattered site coordinates]

Exhibit A to RFA 2024-306 Community Development Block Grant — Disaster Recovery to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits in Counties Deemed Hurricane Ian Recovery Priorities

**Section 4.C.
Applicant Certification and Acknowledgement Form**

- 13. The Applicant understands and agrees that it will ensure that (i) none of the General Contractor duties to manage and control the construction of the Development are subcontracted; (ii) no construction or inspection work is performed by the General Contractor, with the following exceptions: (a) The General Contractor may perform its duties to manage and control the construction of the Development; and (b) the General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract; (iii) no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor, Applicant, or the Developer, as further described in subsection 67-48.0072(17), F.A.C.; and (iv) a provision is provided in the contract with General Contractor that it will comply with subsection 67-48.0072(17)F.A.C.
- 14. The Applicant, the Developer and all Principals are in good standing among all other state housing agencies and have not been prohibited from applying for funding.
- 15. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third-party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
- 16. During the credit underwriting process, demonstrate that the Development meets the requirements of this RFA and Section 42 of the IRC.
- 17. The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in-service prior to the year in which it received its allocation.
- 18. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
- 19. The Applicant has read, understands and will comply with the tenant selection requirements outlined in Exhibit G.
- 20. The undersigned is authorized to bind the Applicant entity to this certification and warranty of truthfulness and completeness of the Application.
- 21. The Applicant understands and acknowledges that Florida Housing may make all Applications in this RFA public sooner than 30 days after the Application Deadline.
- 22. The Corporation has included several warning messages throughout the Excel-based application to help alert an Applicant that there may be an issue with the data. This is a helpful guide but is not intended to be an all-inclusive list. Eligibility, points awarded, qualifications for goals, preferences, etc., are all solely determined by the criteria outlined in the RFA. If there are any inconsistencies between the Exhibit A and the RFA itself, such as formulas used in calculations or the warning messages, Applicants are instructed to rely solely on the RFA.
- 23. Applicants that are selected to receive funding will be invited to enter credit underwriting and will be expected to complete the credit underwriting process, including Board approval of the credit underwriting report, complete the Development and be occupied on or before December 20, 2028.

Under the penalties of perjury, I declare and certify that the Application for the proposed Development meets all applicable requirements of the RFA. I have read the foregoing and the information is true, correct and complete.

Signature of Authorized Principal Representative*

J. David Heller

Title Manager of the Manager of the Manager of the Applicant

*The Authorized Principal Representative must type their name indicating the acknowledgement and certification of these requirements.

CONTRACT OF SALE

THIS CONTRACT OF SALE (this “**Agreement**”) is dated and entered into as of September 5, 2024 (the “**Effective Date**”), by and between **LYVWELL ALTAMONTE SS JV 2, LLC**, a Florida limited liability company (“**Seller**”), and **NRP PROPERTIES LLC**, an Ohio limited liability company, and/or assigns (“**Buyer**” and, together with Seller, the “**Parties**”, and each, a “**Party**”). Seller and Buyer, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. THE PROPERTY

Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller approximately 2.65 acres of real property, located at 292 W. Central Parkway, in the City of Altamonte Springs, County of Seminole, State of Florida (the “**Land**”), and all rights and appurtenances thereon or in anywise appertaining thereto. The Land including any mineral rights and development permits and rights associated with the Land may be referred to herein as the “**Property**”). The Parties acknowledge and agree that the Property is a portion of that certain overall parcel owned by Seller consisting of approximately 4.31 acres, currently identified by the Seminole County Property Appraiser’s Office as Parcel Identification No. 11-21-29-300-007H-0000, and being more particularly described on **Exhibit “A”** attached to and incorporated by reference in this Agreement (the “**Overall Parcel**”). The portion of the Overall Parcel to be retained by Seller after the Closing shall be referred to herein as the “**Seller’s Retained Land**”.

2. PURCHASE PRICE

The total purchase price for the Property shall be Three Million and 00/100 Dollars (\$3,000,000.00) (the “**Purchase Price**”) to be paid to Seller in cash at Closing (hereinafter defined), subject to prorations and other credits provided for in this Agreement.

3. INDEPENDENT CONSIDERATION AND DEPOSIT

(a) **Deposit.** Within ten (10) days from the Effective Date, Buyer shall deposit with Greenberg Traurig, P.A., Attention: Jonathan Gelman, Esq., 401 East Las Olas Boulevard, Suite 2000, Fort Lauderdale, Florida 33301 (as applicable, the “**Escrow Agent**” or the “**Title Company**”), the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “**Initial Deposit**”).

(b) **First Additional Deposit.** Unless this Agreement is earlier terminated or the Seller is then in default, no later than three (3) days after expiration of the Feasibility Period, Buyer shall deposit with the Escrow Agent an additional sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) (the “**First Additional Deposit**”).

(c) **Closing Extension Deposit.** If Buyer elects to exercise a Closing Extension Period (hereinafter defined) then, on or before the then-applicable Closing Date, Buyer

Attn: William Zunamon
Phone: (216) 820-4625
Email: bzunamon@nrpgroup.com

With a copy to:

NRP Properties LLC
c/o The NRP Group LLC
Attn: Noam Magence, General Counsel
1228 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115
Phone: (216) 584-0660
Email: Legal_Land_Notices@nrpgroup.com

(f) Governing Law; Venue. The laws of the State where the Property is located shall govern the validity, enforcement and interpretation of this Agreement.

(g) Integration. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property.

(h) Counterpart Execution and Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signed counterpart copies of this executed Agreement may be delivered electronically in portable document format (PDF) or similar electronic means, and such copies shall be deemed to be original executed counterparts of this Agreement.

(i) Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The word “including” shall be interpreted to mean “including without limitation.” The words “herein,” “hereof,” “hereunder” and other similar compounds of the words “here” when used in this Agreement shall refer to the entire Agreement and not to any particular provision or Section.

(j) Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

(k) Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, executors, personal representatives,

successors and assigns. Buyer may assign its rights hereunder and upon acceptance of any such assignment by the assignee and the assumption of Buyer's obligations hereunder to an affiliated entity, and provided that Buyer shall not be relieved of all duties and obligations hereunder and Buyer shall deliver a copy of such written assignment and assumption agreement to Seller. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the Parties hereto and their respective heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

(l) Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

(m) Exhibits. All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

(n) No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction, by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

(o) Modifications and Waivers. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Party, be waived orally. Changes and waivers can only be made in writing, and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

(p) Time of the Essence; Business Day. Time shall be of the essence in the performance of all obligations under this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next Business Day. The term "**Business Day**" shall be deemed to mean any day that is not a Saturday, Sunday, legal holiday or other holiday on which federally-chartered banks are required or permitted to be closed for business in the State where the Property is located.

(q) 1031 Exchange. If so requested by either Party, the other Party will cooperate in structuring and completing this transaction for the requesting Party so as to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In particular, such other Party will consent to the assignment by the requesting

Party prior to the Closing hereunder of its rights hereunder to a “qualified intermediary” or other third party for such purposes. The foregoing notwithstanding, in connection with any such exchange, neither Party shall have any obligation to acquire title to any real property nor to enter into any contract: (i) that may create or impose upon such Party any non-monetary obligation or negative covenant; (ii) that does not provide that the sole and exclusive remedy of any seller for a breach shall be to retain as liquidated damages the deposit paid to said seller; or (iii) that requires such Party to execute any mortgage, deed of trust or similar financing instrument. It is further agreed that: (i) neither Party shall assume any responsibility for the tax consequences to any other Party arising out of any exchange effected pursuant to this Section; (ii) the requesting Party shall reimburse the other Party for all additional costs and expenses (including reasonable attorney’s fees) incurred by such other Party in connection with any such exchange; and (iii) the requesting Party shall indemnify and hold the other Party harmless from and against any and all loss, cost, damage, expense or other liability (including reasonable attorneys’ fees) that such other Party may incur or suffer in the performance of its obligations under this Section.

(r) Exclusivity. Seller agrees that, unless this Agreement is terminated because of a Permitted Termination or a Buyer default, from the period following the expiration of the Feasibility Period until Closing, Seller will not (and will cause any broker representing Seller to not) (i) solicit, correspond, negotiate with or enter any agreement with any person or party regarding the purchase and sale or potential purchase and sale of the Property or any part thereof, or (ii) make, accept or respond to any offers for the sale or disposition of the Property or any interest therein or part thereof.

(s) State Specific Provisions. The terms and conditions set forth on Exhibit B are incorporated herein by this reference.

(t) Notice of Voluntary Acquisition. The Notice of Voluntary Acquisition attached hereto as Exhibit C is acknowledged, agreed to, and incorporated herein by reference.

(u) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

(v) Indemnification. Buyer shall indemnify and hold Seller and Seller’s Parties harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys’ fees) to the extent arising out of or related to (i) any application Buyer files with any governmental authority or dealings Buyer has with any governmental authority related

to the Property, including, without limitation, the Florida Housing Finance Corporation, Department of Environmental Protection and Environmental Protection Agency and (ii) a change in the permitted use of Seller's Retained Land caused by Buyer which would not allow for a self-storage facility. The Section shall survive the Closing or earlier termination of this Agreement.

[Signatures appear on following page]

The parties hereto have executed this Agreement as of the Effective Date.

SELLER:

LYVWELL ALTAMONTE SS JV 2, LLC,
a Florida limited liability company

Signed by:
By: Michael Bednarski
Name: Michael Bednarski
Title: September 5, 2024

BUYER:

NRP PROPERTIES LLC,
an Ohio limited liability company

By: _____
Ken Outcalt
Authorized Signatory

(Signature page to Contract of Sale for Villas on Central)

The parties hereto have executed this Agreement as of the Effective Date.


SELLER:

LYVWELL ALTAMONTE SS JV 2, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

BUYER:

NRP PROPERTIES LLC,
an Ohio limited liability company

By:  _____
Noam Magence
Secretary

(Signature page to Contract of Sale for Villas on Central)

EXHIBIT 7

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: **JBIM Enterprises Limited Partnership, Lyvwell 1 Central Pkwy
Altamonte SS, LLC, Lyvwell Altamonte SS JV 2, LLC, ASSGP LLC, and
Altamonte SS LLC
Village Grande Brownfield Site
292 W. Central Parkway, Altamonte Springs, FL 32714
Village Grande Brownfield Area
Brownfield Area Identification Number: BF592001000
Brownfield Site Identification Number: BF592001001
FDEP Identification Number(s): COM_272679, WACS ID# 26251, ERIC_8875
OGC Tracking Number: 20-1617**

FIRST AMENDMENT TO BROWNFIELD SITE REHABILITATION AGREEMENT
("FIRST AMENDMENT TO BSRA")

WHEREAS, the State of Florida Department of Environmental Protection (the "Department") and JBIM Enterprises Limited Partnership, hereinafter the Person(s) Responsible For Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), entered into the Brownfield Site Rehabilitation Agreement (the "BSRA") on December 22, 2020, attached hereto as **Exhibit A**;

WHEREAS, pursuant to paragraph 22 of the BSRA, the BSRA may be amended if the amendment is reduced to writing, duly signed by the Department and PRFBSR, and attached to the original BSRA;

WHEREAS, the Department and PRFBSR seek to amend the BSRA to update certain provisions of the BSRA, and add additional PRFBSRs to the BSRA, as set forth below; and

NOW, THEREFORE, the Department and PRFBSR agree as follows:

1. The BSRA is hereby amended to:
 - a. Add Lyvwell 1 Central Pkwy Altamonte SS, LLC, Lyvwell Altamonte SS JV 2, LLC, ASSGP LLC, and Altamonte SS LLC as PRFBSRs to the BSRA. All references to JBIM Enterprises Limited Partnership as the PRFBSR in the original BSRA shall now refer to JBIM Enterprises Limited Partnership, Lyvwell 1 Central Pkwy Altamonte SS, LLC, Lyvwell Altamonte SS JV 2, LLC, ASSGP LLC, and Altamonte SS LLC as PRFBSRs under the First Amendment to BSRA;
 - b. Amend the following Attachments to the BSRA:
 - Attachment F – Quality Assurance Certificate

2. In all other respects, the BSRA is hereby ratified and confirmed by the parties to be in full force and effect, as amended hereby, and has not otherwise been modified or amended except as set forth herein. All references in the BSRA shall be hereafter deemed to refer to the BSRA as amended hereby.

3. **EFFECTIVE DATE AND ADMINISTRATIVE HEARING**

This First Amendment to BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, Florida Statutes ("F.S."), within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this First Amendment to BSRA will not be effective until further order of the Department. The liability protection for any additional PRFBSR being added by the First Amendment to BSRA pursuant to §376.82(2), F.S., becomes effective upon execution of the First Amendment to BSRA. The procedures for petitioning a hearing are set forth below.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), Florida Administrative Code ("F.A.C."), the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this First Amendment to BSRA. Petitioner shall mail a copy of the request to the PRFBSR(s) at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this First Amendment to BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this First Amendment to BSRA. Petitioner shall mail a copy of the petition to the PRFBSR(s) at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any email address, and telephone number of each

petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name(s) and address(es); the Department's Brownfield Area and Brownfield Site Identification Numbers; the name and address of the Brownfield Site; and the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of the Department's action or proposed action;

3. An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;

4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this First Amendment to BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each of the parties has made and executed this First Amendment to Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below and each indicate that she or he is duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

JBIM Enterprises Limited Partnership, a
Florida Limited Partnership

BY: U.S. Happy Homes Management, LLC,
a Florida limited liability company, its
General Partner

BY:  _____
Michael J. Bednarski, Manager

DATE: 12/23/2021

6911 Pistol Range Road,
Suite 107

(Address)

Tampa, FL 33635


(City, State, Zip Code)

(813) 925-9042
(727) 504-2119

(Telephone)

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

Lyvwell 1 Central Pkwy Altamonte SS,
LLC, a Delaware limited liability company

BY:  _____
Michael J. Bednarski, President

DATE: 12/23/2021

1810 W. Kennedy Boulevard

(Address)

Tampa, FL 33606

(City, State, Zip Code)

(727) 504-2119

(Telephone)

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

Lyvwell Altamonte SS JV 2, LLC, a Florida
limited liability company

BY: 
Michael J. Bednarski, Manager

DATE: 12/23/2021

1810 W. Kennedy Boulevard
(Address)

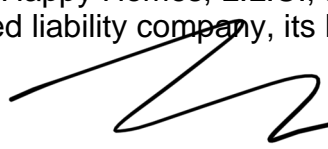
Tampa, FL 33606
(City, State, Zip Code)

(727) 504-2119
(Telephone)

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

Altamonte SS LLC, a Florida limited liability
company

BY: U.S. Happy Homes, L.L.C., a Florida
limited liability company, its Manager

BY: 
Michael J. Bednarski, Manager

DATE: 12/23/2021

6911 Pistol Range Road
Suite 107
(Address)


Tampa, FL 33635
(City, State, Zip Code)

(727) 504-2119
(Telephone)

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

ASSGP LLC, a Florida limited liability
company

BY: U.S. Happy Homes Management, LLC, a
Florida limited liability company, its
Manager

BY: 
Michael J. Bednarski, Manager

DATE: 12/23/2021

6911 Pistol Range Road
Suite 107
(Address)

Tampa, FL 33635
(City, State, Zip Code)

(727) 504-2119
(Telephone)

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

BY: _____
Aaron Watkins, Director, Central District

DATE: _____

Approved as to form and legality:

FDEP Attorney Date

FILING AND ACKNOWLEDGEMENT FILED, on
this date, pursuant to §120.52 Florida Statutes, with
the designated Department Clerk, receipt of which
is hereby acknowledged.

Clerk (or Deputy Clerk)

Date : _____

- CC: Kelly Crain, FDEP Brownfields Program Manager, Brownfields & CERCLA Administration
Justin Cross, GAIL, FDEP Brownfields & CERCLA Administration
Megan Johnson, EC, FDEP Brownfields & CERCLA Administration
Ronni Moore, FDEP Brownfields Program Attorney
Lu Burson, FDEP Brownfields District Coordinator, Central District
Jason S. Lichtstein, Esq. & Robyn Neely, Esq., Akerman LLP

Exhibit A
(to First Amendment to BSRA)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: **JBIM Enterprises Limited Partnership**

Village Grande Brownfield Site

292 W. Central Parkway, Altamonte Springs, FL 32714

Village Grande Brownfield Area

Brownfield Area Identification Number: BF592001000

Brownfield Site Identification Number: BF592001001

FDEP Identification Number(s): COM_272679, WACS ID# 26251, ERIC_8875

OGC Tracking Number: 20-1617

**BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)**

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection (“Department”) is the administrative agency of the State of Florida having the power and duty to protect Florida’s environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement (“BSRA”); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between (i) the Department and (ii) JBIM Enterprises Limited Partnership, hereinafter the Person Responsible For Brownfield Site Rehabilitation (“PRFBSR”) (collectively referred to as the “parties”), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

JBIM Enterprises Limited Partnership is the PRFBSR as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A** (the "Brownfield Site"), incorporated herein, that has been designated by the City of Altamonte Springs (the "City") in Resolution Number 1386, approved dated December 1, 2020, as a brownfield area as defined in §376.79(5), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the City resolution with all attachments including the map of the designated brownfield area. The Brownfield Site consists of approximately 4.31 acres. The legal boundaries of the Brownfield Site and the brownfield area are the same.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

- (a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield Site**. If such contaminated site(s) extend(s) beyond the boundary of the Brownfield Site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;
- (b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties, **Attachment B** incorporated herein;
- (c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must 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;

- (d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;
- (f) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation, **Attachment C**, incorporated herein, establishing that such site access has been secured by agreement with the **real property owner**. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify the Department within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the **real property owner** of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to the Department; and
- (g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact the Department's Waste Reduction and Registration Program or Hazardous Waste Program and Permitting at the following websites: <https://floridadep.gov/waste/waste-reduction> and <https://floridadep.gov/waste/permitting-compliance-assistance/content/hazardous-waste-management-main-page> for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

4. CERTIFICATION

The PRFBSR, in accordance with the provisions of § 376.80(5), F.S., certifies that it 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. Documentation that supports this certification is provided as **Attachment D**, incorporated herein.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to the Department that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA, and incorporated herein. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the District Brownfield Coordinator and approved by the Department before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to the Department documentation as **Attachment F**, incorporated herein, which shows a National Environmental Laboratory Accreditation Program (“NELAP”)-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, if applicable, showing that any contractor that performs site rehabilitation tasks:

- (a) meets all certification and license requirements imposed by law; and
- (b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with § 376.30781, F.S., only the costs of voluntary cleanup activity incurred and paid by the applicant that are integral to site rehabilitation or for solid waste removal are eligible for the VCTC. "Site rehabilitation" as defined in §376.79(19), F.S., means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. "Solid waste removal" as defined in §376.30781(3), F.S., means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the Brownfield Site.

Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Drycleaning Solvent Cleanup Program (DSCP) or one of the Petroleum Restoration Program's (PRP) eligibility programs, may not be used to calculate a tax credit. Likewise, expenses incurred that are statutorily-required to participate in the DSCP (i.e., deductibles) or one of the PRP eligibility programs (i.e., deductibles, review fees, limited contamination assessment reports, and co-payments), are not eligible for the state's VCTC. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law.

General information about the VCTC Program is available at <https://floridadep.gov/waste/waste-cleanup/content/voluntary-cleanup-tax-credit>. For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8958.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., 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. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA, including attachments, and a copy of the executed BSRA. When the PRFBSR 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 PRFBSR shall 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.

The names, addresses, contact information and applicable affiliation for each advisory committee member is included as **Attachment G**, incorporated herein.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

Pursuant to §376.80(8), F.S., if the PRFBSR fails to comply with this BSRA, the Department shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA 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 this BSRA and a modification cannot be negotiated, the Department may terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to the Department.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3(a) of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Seminole County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in **Paragraph 5** ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

Ms. Lu Burson
FDEP Brownfields Coordinator, Central District
3319 Maguire Boulevard
Orlando, FL 32803
DEP_CD@dep.state.fl.us
(407) 897-2912

The Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in **Attachment H**, incorporated herein. Time frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the schedule in **Attachment B**. After final Department approval of each report or plan, an electronic copy shall be submitted to the Department within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if the Department fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of “no further action proposals,” “monitoring only proposals,” and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by the Department to complete additional work on a previous task.

17. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local government with jurisdiction over the real property described in **Attachment A**. However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this BSRA; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

18. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge the Department’s actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

19. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of the Department. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the BSRA. The procedures for petitioning a hearing are set forth below.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; the name and address of the Brownfield Site; and the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of the Department's action or proposed action;
3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;
4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

20. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of the Department (see below).

21. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator referenced in **Paragraph 15** of this BSRA or to the PRFBSR's representative at:

Robyn Neely, Esq.
Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801
robyn.neely@akerman.com
(407) 419-8549

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

and

Jason S. Lichtstein, Esq.
Akerman LLP
201 E. Park Avenue
Suite 300
Tallahassee, FL 32301
jason.lichtstein@akerman.com
(850) 521-8018

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

22. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001


IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Aaron Watkins, Director, Central District, State of Florida Department of Environmental Protection, and JBIM Enterprises Limited Partnership, the Person Responsible for Brownfield Site Rehabilitation, signing by and through Michael J. Bednarski, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

JBIM Enterprises Limited Partnership, a
Florida limited partnership

By: U.S. Happy Homes Management, LLC,
a Florida limited liability company, its
General Partner

By: 
Michael J. Bednarski, Manager

By: **Aaron Watkins**
Digitally signed by Aaron Watkins
Date: 2020.12.22 13:50:27 -05'00'
Aaron Watkins, Director, Central District

Date: 12/21/2020

Date: 12/22/2020

6911 Pistol Range Road,
Suite 107

(Address)

Tampa, FL 33635

(City, State, Zip Code)

(813) 925-9042
727-504-2119

(Telephone)

Approved as to form and legality:

Ronda Moore
Digitally signed by Ronda Moore
Date: 2020.12.22 12:06:17 -05'00'

FDEP Brownfields Program Attorney

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Pamela Ammon
Digitally signed by Pamela Ammon
Date: 2020.12.22 14:05:27 -05'00'

Clerk (or Deputy Clerk)

Date: 12/22/2020

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

cc: Kelly Crain, FDEP Brownfields Program Manager
Justin Cross, FDEP Government Analyst II, Brownfields Program
Megan Johnson, FDEP Environmental Consultant, Brownfields Program
Ronni Moore, FDEP Brownfields Program Attorney
Lu Burson, FDEP Brownfields District Coordinator, Central District
Jason Lichtstein, Esq., & Robyn Neely, Esq., Akerman LLP

List of Attachments

Attachment A	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

Attachment A

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

LOCAL GOVERNMENT RESOLUTION FOR
BROWNFIELD AREA

RESOLUTION 1386

A RESOLUTION OF THE CITY COMMISSION OF ALTAMONTE SPRINGS, FLORIDA, DESIGNATING THAT AREA IDENTIFIED BY MAP IN EXHIBIT "A" AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION, AND ECONOMIC DEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SEVERABILITY, CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida has enacted the "Brownfield Redevelopment Act," (the "**Act**"), which is set forth in Sections 376.77-376.85, Florida Statutes, as amended, and which provides for the local government designation of certain lands as a "Brownfield Area", and for the corresponding provision of environmental remediation, rehabilitation, and economic redevelopment for such areas; and

WHEREAS, the Act provides for local government designation via Resolution; and

WHEREAS, the City Commission of Altamonte Springs finds that the area set forth on **Exhibit "A"** herein meets the criteria for designation as a Brownfield Area; and

WHEREAS, notification of said designation shall be provided by the City to the Florida Department of Environmental Protection as set forth in the Act; and

WHEREAS, the City Commission of Altamonte Springs finds that the City has complied with the procedures set forth in Section 166.041, Florida Statutes, including providing notice and public hearings in accordance with Section 376.80 and 166.041(3)(c) 2, Florida Statutes; and

WHEREAS, the City Commission of Altamonte Springs, Florida finds that this Resolution furthers the public health, safety, welfare, and public interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA AS FOLLOWS:

SECTION ONE: Findings. The recitals set forth in the recitals to this Resolution are hereby adopted as the legislative and administrative findings of the City Commission.

SECTION TWO: Brownfield Area Criteria and Designation.

(a) The subject property depicted in Exhibit “A”, is a parcel of real property owned by JBIM Enterprises Limited Partnership (“JBIM”), located at 292 W. Central Parkway, Altamonte Springs, Seminole County, Florida 32714, Parcel Number 11-21-29-300-007H-0000 (the “Property”).

(b) JBIM has proposed, and the City has approved, a site plan for development of the Property with a mixed-use project consisting of a 100,032-square foot mini-warehouse and 19,452 square feet of retail/office use in separate buildings (the “Project”).

(c) JBIM has requested that the City of Altamonte Springs designate the Property as a Brownfield Area proposed by persons other than a governmental entity pursuant to Section 376.80, Florida Statutes.

(d) JBIM has submitted for City consideration the “Brownfield Area Designation – JBIM Statement of Eligibility” on October 6, 2020, and a letter dated November 4, 2020, from Jason S. Lichtstein of Akerman LLP (on behalf of JBIM) to Alisha Maraviglia of the City of Altamonte Springs, Re: Supplemental Information in Support of Request for Brownfield Area Designation of Property Located at 292 W. Central Parkway, Altamonte Springs, Seminole County, Florida 32714 (Folio No. 11-21-29-300-007H-0000) (PLAN-0062-2020), together with the referenced enclosures.

(e) The City Commission of Altamonte Springs hereby finds that JBIM has established conformance with all five (5) of the Brownfield Area designation criteria set forth in Section 376.80 (2)(c), Florida Statutes, including: (i) JBIM owns or controls the Property and is the entity requesting the designation and has agreed to rehabilitate and redevelop the Property, as demonstrated through a City-approved site plan, (ii) the rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least five (5) new permanent jobs at the brownfield site upon build-out of the retail/office portion of the Project, (iii) the Project proposed for the Property is consistent with the City Comprehensive Plan and Land Development Code, (iv) JBIM has provided for public notice and comment, and (v) JBIM has provided reasonable financial assurance regarding completion of the rehabilitation and development of the Property, and which Brownfield Area designation, rehabilitation, and development is requested by JBIM.

(f) The City Commission of Altamonte Springs hereby designates the Property as a Brownfield Area for environmental remediation, rehabilitation, and economic redevelopment as set forth in the controlling provisions of State law under the terms and conditions set forth in Section 376.80, Florida Statutes.

(g) The City Commission of Altamonte Springs hereby designates JBIM as the entity responsible for remediation and rehabilitation of the Property, or specific portions thereof, pursuant to Section 376.80, Florida Statutes.

SECTION THREE: Phased Development.

(a) Section 376.84, Florida Statutes, states that brownfield redevelopment activities be viewed as opportunities to significantly improve the utilization, general condition, and appearance of brownfield sites. Different standards than those in place for new development, as allowed under current state and local laws, should be used to encourage the redevelopment of a brownfield. State and local governments are encouraged to offer redevelopment incentives for this purpose, to help eliminate the public health and environmental hazards, and to promote the creation of jobs in these areas.

(b) The Mixed-Office/Industrial 2 zoning district (the "MOI-2 District") allows mini-warehouse use when other commercial uses also exist on the Property as part of a mixed-use project. This requirement necessitates that the retail/office portion of the Project be constructed prior to or concurrent with the construction of the mini-warehouse so that the mixed-use requirement is met.

(c) As a brownfield redevelopment regulatory incentive, JBIM has requested that the City defer the mixed-use requirement of the MOI-2 District and authorize development of the Project in two phases such that the mini-warehouse portion of the Project may be constructed and occupied prior to the construction of the retail/office portion of the Project.

(d) Upon JBIM's execution of a brownfield site rehabilitation agreement with the Florida Department of Environmental Protection, the City shall allow a phased approach to the Project's mixed-use requirement as a zoning incentive for brownfield redevelopment. City approval of such a phased approach to the mixed-use requirement shall require City review and approval of a Site Plan Revision application by the Owner/Developer detailing the particulars with respect to phasing, together with any applicable Developer's Agreement.

SECTION FOUR: Effective Date. This resolution shall become effective immediately after passage.

PASSED AND ADOPTED THIS 1ST DAY OF DECEMBER, 2020

ADVERTISED:	<u>11/7/2020</u>
FIRST READING:	<u>11/17/2020</u>
SECOND READING:	<u>12/1/2020</u>



Pat Bates
PAT BATES, MAYOR
City of Altamonte Springs, Florida

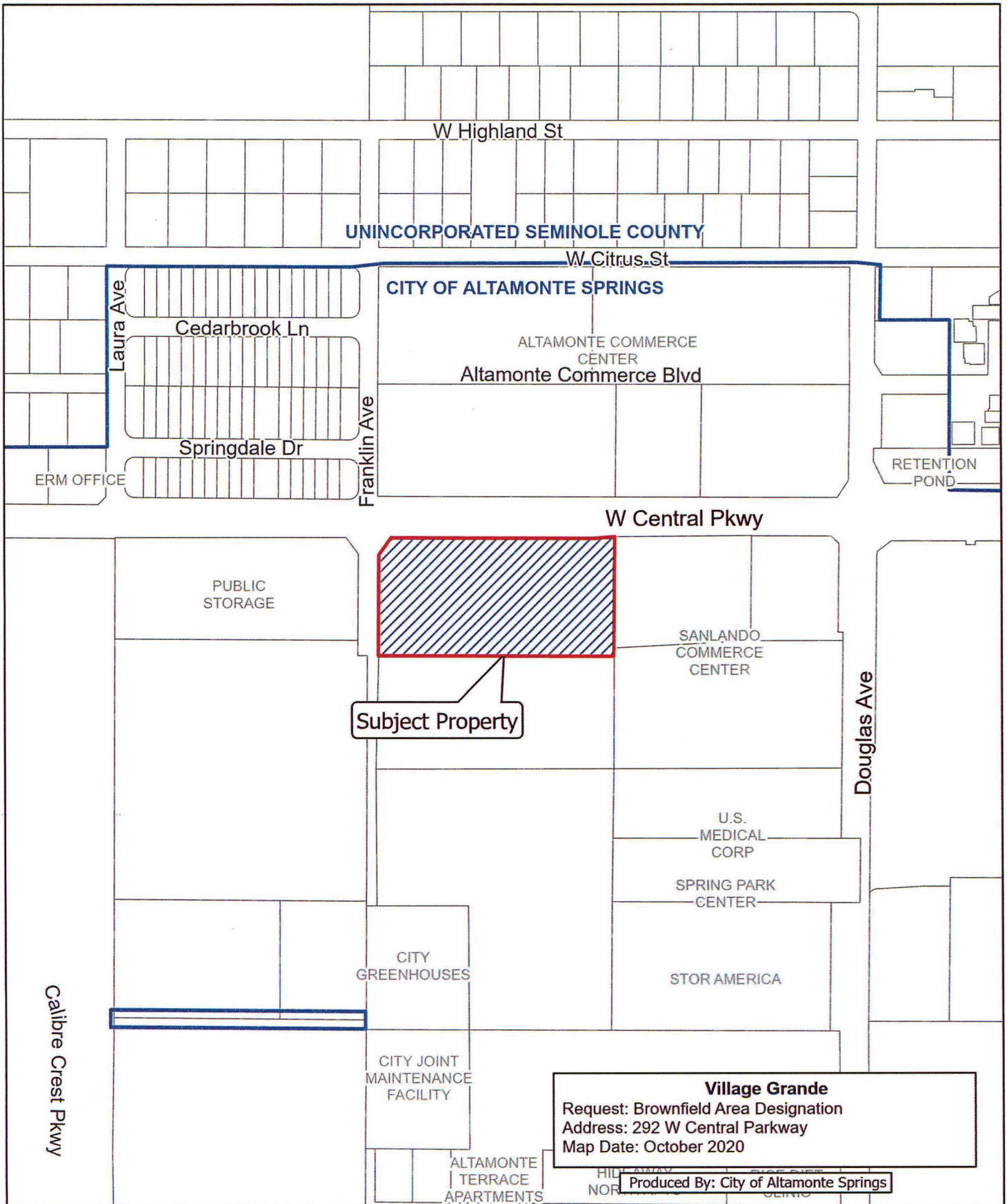
ATTEST:

Angela M Apperson
ANGELA M. APPERSON, CITY CLERK



Approved as to form and legality for
Use and reliance by the
City of Altamonte Springs, Florida

James Fowler
JAMES FOWLER, CITY ATTORNEY

EXHIBIT "A"
(Insert Vicinity Map)



Legend

-  Subject Property
-  City of Altamonte Springs

Vicinity Map



Village Grande
 Request: Brownfield Area Designation
 Address: 292 W Central Parkway
 Map Date: October 2020

Produced By: City of Altamonte Springs

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

MAP AND LEGAL DESCRIPTION
OF THE BROWNFIELD SITE



W CENTRAL PARKWAY

W FRANKLIN AVE

LEGEND

- SUBJECT PROPERTY



AERIAL PHOTO SOURCE: GOOGLE EARTH



UNIVERSAL
ENGINEERING SCIENCES

VILLAGE GRANDE
292 CENTRAL PARKWAY
ALTAMONTE SPRINGS, SEMINOLE COUNTY, FLORIDA

BROWNFIELD AREA

DRAWN BY:	DATE:	CHECKED BY:	DATE:
SCALE: NOT TO SCALE	PROJECT NO:	REPORT NO:	PAGE NO:

Legal Description

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, RUN S.00° 19' 00" E. ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89° 24' 00" E., PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 645.76 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11; THENCE RUN S.00° 09' 29" E. ALONG SAID EAST LINE 337.53 FEET; THENCE RUN S.89° 24' 00" W. 644.83 FEET TO AFORESAID WEST LINE OF SECTION 11; THENCE RUN N.00° 19' 00" W. ALONG SAID WEST LINE 337.52 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 30 FEET THEREOF;

ALSO LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 29 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 11, THENCE RUN S.00° 24' 52" W. ALONG THE WEST LINE OF SECTION 11, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89° 51' 09" E. PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 645.76 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11; THENCE RUN S.00° 33' 59" W., ALONG SAID EAST LINE, 28.02 FEET; THENCE RUN S.85° 44' 21" W. 58.24 FEET, THENCE RUN N.89° 49' 43" W. 522.64 FEET TO A POINT LYING 35.00 FEET EAST, WHEN MEASURED AT RIGHT ANGLES, OF SAID WEST LINE OF SECTION 11; THENCE RUN S.40° 07' 13" W., 54.79 FEET TO SAID WEST LINE OF SECTION 11; THENCE RUN N.00° 24' 52" E., ALONG SAID WEST LINE 74.25 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF ALTAMONTE SPRINGS, FLORIDA BY GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8832, PAGE 290, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Attachment B

**Table I
Brownfield Site Rehabilitation Schedule**

Type of Report or Activity	PRFBSR Action or Submittal Time Frames	Department Review or Comment Time frames
Notice of Interim Source Removal Action or Emergency Response Action situations.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.525, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Plan	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.525, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR), which will include previous environmental assessment data collected	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Plan	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SRP, SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(14), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
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Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off [see Rule 62-780.700(18)]	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc., within 60 days of Department's response.	Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C., for the issuance of an SRCO, then an SRCO will be issued.
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.	Within 60 days of receipt.
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of Notice required in subsection 62-780.220(7), F.A.C.	See text of rule for requirement that PRFBSR provide notice of Department's intent to approve site closure using institutional controls, institutional and engineering controls, or alternative cleanup target levels.	No comment required.

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

Attachment C

Site Access Agreement

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. JBIM Enterprises Limited Partnership, the real property owner (“undersigned” or “Owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the undersigned’s property (“the property”) located at 292 W. Central Parkway, Altamonte Springs, FL 32714, Parcel ID 11-21-29-300-007H-0000 as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement (“BSRA”) for the brownfield site assigned the Brownfield Site Identification Number **BF592001001**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the BSRA.

JBIM Enterprises Limited Partnership

By: U.S. Happy Homes Management, LLC,
a Florida limited liability company, its
General Partner

By: 

Michael J. Bednarski, Manager

Signature of Real Property Owner

By: 

Signature of Witness

JBIM Enterprises Limited Partnership
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF592001001

Print Name:  _____

Title, if applicable Manager _____

12/21/2020

Date

Print Name: Jordan Farrales _____

12/21/2020

Date

Accepted by the Department by the following authorized agent:

Aaron Watkins
Digitally signed by Aaron Watkins
Date: 2020.12.22 13:50:55 -0500'

Signature of Department representative

Print Name: Aaron Watkins

Director, FDEP Central District

Title of Department representative

12/22/2020
Date

Pamela Ammon
Digitally signed by Pamela Ammon
Date: 2020.12.22 14:06:13 -0500'

Signature of Witness

Print Name: Pamela Ammon

12/22/2020
Date

Attachment D

Certification of Redevelopment Agreement

Please see the following City of Altamonte Springs resolution, which designates the Brownfield area and which contains the proposed redevelopment of the Brownfield Site.

RESOLUTION 1386

A RESOLUTION OF THE CITY COMMISSION OF ALTAMONTE SPRINGS, FLORIDA, DESIGNATING THAT AREA IDENTIFIED BY MAP IN EXHIBIT "A" AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION, AND ECONOMIC DEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR SEVERABILITY, CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida has enacted the "Brownfield Redevelopment Act," (the "**Act**"), which is set forth in Sections 376.77-376.85, Florida Statutes, as amended, and which provides for the local government designation of certain lands as a "Brownfield Area", and for the corresponding provision of environmental remediation, rehabilitation, and economic redevelopment for such areas; and

WHEREAS, the Act provides for local government designation via Resolution; and

WHEREAS, the City Commission of Altamonte Springs finds that the area set forth on **Exhibit "A"** herein meets the criteria for designation as a Brownfield Area; and

WHEREAS, notification of said designation shall be provided by the City to the Florida Department of Environmental Protection as set forth in the Act; and

WHEREAS, the City Commission of Altamonte Springs finds that the City has complied with the procedures set forth in Section 166.041, Florida Statutes, including providing notice and public hearings in accordance with Section 376.80 and 166.041(3)(c) 2, Florida Statutes; and

WHEREAS, the City Commission of Altamonte Springs, Florida finds that this Resolution furthers the public health, safety, welfare, and public interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA AS FOLLOWS:

SECTION ONE: Findings. The recitals set forth in the recitals to this Resolution are hereby adopted as the legislative and administrative findings of the City Commission.

SECTION TWO: Brownfield Area Criteria and Designation.

(a) The subject property depicted in Exhibit “A”, is a parcel of real property owned by JBIM Enterprises Limited Partnership (“JBIM”), located at 292 W. Central Parkway, Altamonte Springs, Seminole County, Florida 32714, Parcel Number 11-21-29-300-007H-0000 (the “Property”).

(b) JBIM has proposed, and the City has approved, a site plan for development of the Property with a mixed-use project consisting of a 100,032-square foot mini-warehouse and 19,452 square feet of retail/office use in separate buildings (the “Project”).

(c) JBIM has requested that the City of Altamonte Springs designate the Property as a Brownfield Area proposed by persons other than a governmental entity pursuant to Section 376.80, Florida Statutes.

(d) JBIM has submitted for City consideration the “Brownfield Area Designation – JBIM Statement of Eligibility” on October 6, 2020, and a letter dated November 4, 2020, from Jason S. Lichtstein of Akerman LLP (on behalf of JBIM) to Alisha Maraviglia of the City of Altamonte Springs, Re: Supplemental Information in Support of Request for Brownfield Area Designation of Property Located at 292 W. Central Parkway, Altamonte Springs, Seminole County, Florida 32714 (Folio No. 11-21-29-300-007H-0000) (PLAN-0062-2020), together with the referenced enclosures.

(e) The City Commission of Altamonte Springs hereby finds that JBIM has established conformance with all five (5) of the Brownfield Area designation criteria set forth in Section 376.80 (2)(c), Florida Statutes, including: (i) JBIM owns or controls the Property and is the entity requesting the designation and has agreed to rehabilitate and redevelop the Property, as demonstrated through a City-approved site plan, (ii) the rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least five (5) new permanent jobs at the brownfield site upon build-out of the retail/office portion of the Project, (iii) the Project proposed for the Property is consistent with the City Comprehensive Plan and Land Development Code, (iv) JBIM has provided for public notice and comment, and (v) JBIM has provided reasonable financial assurance regarding completion of the rehabilitation and development of the Property, and which Brownfield Area designation, rehabilitation, and development is requested by JBIM.

(f) The City Commission of Altamonte Springs hereby designates the Property as a Brownfield Area for environmental remediation, rehabilitation, and economic redevelopment as set forth in the controlling provisions of State law under the terms and conditions set forth in Section 376.80, Florida Statutes.

(g) The City Commission of Altamonte Springs hereby designates JBIM as the entity responsible for remediation and rehabilitation of the Property, or specific portions thereof, pursuant to Section 376.80, Florida Statutes.

SECTION THREE: Phased Development.

(a) Section 376.84, Florida Statutes, states that brownfield redevelopment activities be viewed as opportunities to significantly improve the utilization, general condition, and appearance of brownfield sites. Different standards than those in place for new development, as allowed under current state and local laws, should be used to encourage the redevelopment of a brownfield. State and local governments are encouraged to offer redevelopment incentives for this purpose, to help eliminate the public health and environmental hazards, and to promote the creation of jobs in these areas.

(b) The Mixed-Office/Industrial 2 zoning district (the "MOI-2 District") allows mini-warehouse use when other commercial uses also exist on the Property as part of a mixed-use project. This requirement necessitates that the retail/office portion of the Project be constructed prior to or concurrent with the construction of the mini-warehouse so that the mixed-use requirement is met.

(c) As a brownfield redevelopment regulatory incentive, JBIM has requested that the City defer the mixed-use requirement of the MOI-2 District and authorize development of the Project in two phases such that the mini-warehouse portion of the Project may be constructed and occupied prior to the construction of the retail/office portion of the Project.

(d) Upon JBIM's execution of a brownfield site rehabilitation agreement with the Florida Department of Environmental Protection, the City shall allow a phased approach to the Project's mixed-use requirement as a zoning incentive for brownfield redevelopment. City approval of such a phased approach to the mixed-use requirement shall require City review and approval of a Site Plan Revision application by the Owner/Developer detailing the particulars with respect to phasing, together with any applicable Developer's Agreement.

SECTION FOUR: Effective Date. This resolution shall become effective immediately after passage.

PASSED AND ADOPTED THIS 1ST DAY OF DECEMBER, 2020

ADVERTISED:	<u>11/7/2020</u>
FIRST READING:	<u>11/17/2020</u>
SECOND READING:	<u>12/1/2020</u>



Pat Bates
PAT BATES, MAYOR
City of Altamonte Springs, Florida

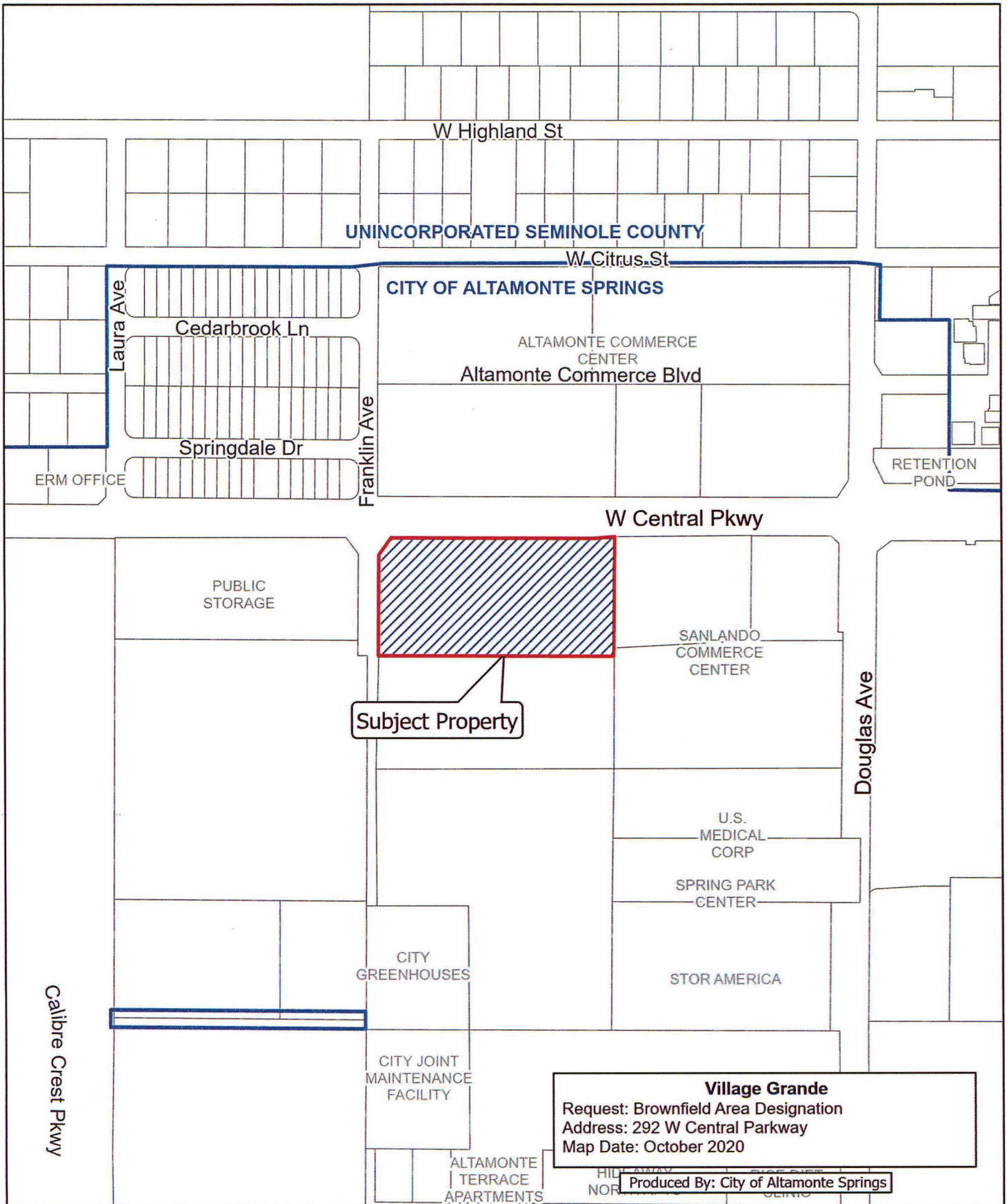
ATTEST:

Angela M Apperson
ANGELA M. APPERSON, CITY CLERK

Approved as to form and legality for
Use and reliance by the
City of Altamonte Springs, Florida

James Fowler
JAMES FOWLER, CITY ATTORNEY



EXHIBIT "A"
(Insert Vicinity Map)



Village Grande
 Request: Brownfield Area Designation
 Address: 292 W Central Parkway
 Map Date: October 2020

Produced By: City of Altamonte Springs

Legend

-  Subject Property
-  City of Altamonte Springs

Vicinity Map



Attachment E

Contractor Certification Form



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

CONTRACTOR CERTIFICATION FORM Brownfields Redevelopment Program

Contractor Name: Universal Engineering Sciences

Date: 11/20/2020

Contractor Address: 3532 Maggie Boulevard, Orlando, Florida 32811

Contact Name: Ms. Melisse T. James

Phone No.: 407-423-0504

Fax No.: 407-423-3106

Brownfield Site ID #: BF592001001

**CONTRACTOR CERTIFIES BY CHECKING ALL APPROPRIATE
BOXES:**

YES **NO**

- | | | |
|---|-------------------------------------|--------------------------|
| 1. It meets all certification and license requirements imposed by law. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. It complies with all applicable OSHA regulations. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), Florida Statutes (F.S.). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Section 376.80(6), F.S.]:

Mark C. Israel
CEO
11/20/2020

Contractors must immediately notify the FDEP (Brownfields District Coordinator, delegated local program) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification.

Attachment F

Quality Assurance Certificate



State of Florida
 Department of Health, Bureau of Public Health Laboratories
 This is to certify that



E83182

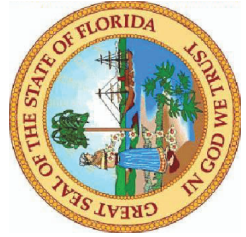
ENVIRONMENTAL CONSERVATION LABORATORIES, INC. (ENCO) -
 ORLANDO
 10775 CENTRAL PORT DRIVE
 ORLANDO, FL 32824-7009

has complied with Florida Administrative Code 64E-1,
 for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS, AIR AND EMISSIONS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: August 28, 2020 Expiration Date: June 30, 2021



Patty A. Lewandowski, MBA, MT(ASCP)
 Chief Bureau of Public Health Laboratories
 DH Form 1697, 7/04
 NON-TRANSFERABLE E83182-49-08/28/2020
 Supersedes all previously issued certificates

Attachment G

Advisory Committee Members

Vishaal Gupta
Co-Chief Executive Officer
Park Square Homes
5200 Vineland Road, Suite 200
Orlando, Florida 32811
Telephone: (407) 529-3090
vgupta@parksquarehomes.com

Melisse T. James
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mtjames@universalengineering.com

Anna Long
Attorney at Law
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 S. Orange Avenue, Suite 700
Orlando, Florida 32801
Telephone: (407) 428-5120
ALong@deanmead.com

Attachment H

Format for Submittal of Technical Documents

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.
5. The media shall include a file directory and specify the "naming convention".
 - (a) Final reports (any text files) must be in one of the approved formats.
 - (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
 - (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
 - (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).

The left inside cover of the media should list all the files located on the media.

Attachment F
(to First Amendment to BSRA)

Quality Assurance Certificate



State of Florida
 Department of Health, Bureau of Public Health Laboratories
 This is to certify that



E83182

ENVIRONMENTAL CONSERVATION LABORATORIES, INC. (ENCO) -
 ORLANDO
 10775 CENTRAL PORT DRIVE
 ORLANDO, FL 32824-7009

has complied with Florida Administrative Code 64E-1,
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DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS, AIR AND EMISSIONS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: September 15, 2021 Expiration Date: June 30, 2022



Patty A. Lewandowski, MBA, MT(ASCP)
 Chief Bureau of Public Health Laboratories
 DH Form 1697, 7/04
 NON-TRANSFERABLE E83182-52-09/15/2021
 Supersedes all previously issued certificates