

# THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

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Email: bbrumund@goldsteinenvlaw.com

October 31, 2025

#### Via Email

George R. Keller, Jr., CPPT, City Manager City of Hollywood 2600 Hollywood Boulevard, Room 419 Hollywood, FL 33020

Re: Request to Designate Property Located at 2115 Washington Street and 826 South Dixie Highway, Hollywood, Florida 33020; Property ID Nos. 514216200060, 514216200070, 514216200080, 514216200081, and 514216200082, a Green Reuse Area Pursuant to Florida's Brownfield Redevelopment Act

Dear Mr. Keller:

On behalf of HTG Paramount, Ltd. ("HTG Paramount"), we are pleased to submit this request to designate the above-referenced property (the "Subject Property") as a Green Reuse Area pursuant to section 376.80, Florida Statutes, of Florida's Brownfields Redevelopment Act.

When fully developed as an affordable multifamily residential community, the Subject Property will consist of 96 residential units designed for seniors aged 62 and older. The development will feature a single eight-story building offering 86 one-bedroom units and 10 two-bedroom units with amenities including a resort-style swimming pool, outdoor barbecue area, fitness center, and community clubroom. The completed development will have an estimated cost of approximately \$45.5 million. A legal description and property cards depicting the location of the Subject Property are enclosed herein at Exhibit A.

HTG Paramount is applying for this designation in order to utilize an important state economic and regulatory assistance program available to developers and local governments in situations where actual contamination is demonstrated to overwhelm key opportunities for land revitalization, new housing, and job growth. In this instance, the Subject Property's historical uses have resulted in contamination that has significantly complicated redevelopment efforts and created a host of logistical, design, engineering, and construction concerns for HTG Paramount. These concerns can

George R. Kelley, Jr., CPPT, City Manager October 31, 2025 Page 2

be easily mitigated with the assistance and resources offered by Florida's Brownfields Program. These resources come at no cost to the City.

In considering a request for designation as a Green Reuse Area under Florida's Brownfields Redevelopment Act, a local government must evaluate and apply the criteria set forth in section 376.80(2), Florida Statutes. For a designation requested by a private party, the local government may apply the criteria set forth in section 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit B, HTG Paramount meets such statutory criteria.

Accordingly, based on the foregoing, we respectfully request that staff recommend approval of this Green Reuse Area designation under section 376.80(2)(c), Florida Statutes. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

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

Brett C. Brumund

Encl. /bcb

cc: Damaris Henlon, Esq., City Attorney, City of Hollywood Anand Balram, Chief Planner, Assistant Director, City of Hollywood HTG Paramount, Ltd.

# Exhibit A

**Exhibit A**Map and Legal Description of Brownfield Area



Lots 7, 8, 9, 10, 11, and 12, of F. D. LONGMORE SUBDIVISION OF LOTS 1 AND 2, BLOCK M, HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 7, Page 45, of the Public Records of Broward County, Florida.



**Tax Year:** 2026

**Property ID:** 514216200060

Property Owner(s):HTG PARAMOUNT LTD

Mailing Address:3225 AVIATION AVE 6FL COCONUT GROVE, FL 33133

Property Address: 2115 WASHINGTON STREET HOLLYWOOD, 33020

Property Use: 48-04 Warehouse - Metal

Millage Code: 0513 Adj. Bldg. S.F: 1730

Bldg Under Air S.F: Effective Year: 2001

Year Built: 2000

Units/Beds/Baths: 0 / /

**Deputy Appraiser:** Commercial Department

Appraisers Number: 954-357-6835

Email: commercialtrim@bcpa.net

Zoning: DH-3 - DIXIE HIGHWAY HIGH

INTENSITY MULTI-FAMILY DISTRICT

**Abbr. Legal Des.:** F D LONGMORE SUB LOTS 1 & 2 BLK M HOLLYWOOD LITTLE RANCHES 7-45

BLOT 7,8

#### PROPERTY ASSESSMENT

Year	Land	<b>Building / Improvement</b>	<b>Agricultural Saving</b>	Just / Market Value	Assessed / SOH Value	Тах
2026	\$417,960	\$346,170	0	\$764,130	\$764,130	
2025	\$417,960	\$346,170	0	\$764,130	\$764,130	
2024	\$325,080	\$329,780	0	\$654,860	\$642,920	\$14,585.19

#### **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$764,130	\$764,130	\$764,130	\$764,130
Portability	0	0	0	0
Assessed / SOH	\$764,130	\$764,130	\$764,130	\$764,130
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$764,130	\$764,130	\$764,130	\$764,130

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Date	Туре	Price	Book/Page or Cin
08/08/2024	Multi Special Warranty Deed Excluded Sale	\$3,600,000	119742840
10/27/2022	Multi Warranty Deed Excluded Sale	\$2,500,000	118502582
10/26/2022	Multi Quit Claim Deed Non-Sale Title Change	\$100	118502581
01/24/2003	Multi Warranty Deed	\$685,000	34495 / 494
09/26/2001	Multi Warranty Deed	\$600,000	32174 / 163

### LAND CALCULATIONS

<b>Price Units Type</b> \$45.00 9,288 Square
\$45.00 9,288 Square
SqFt Foot

### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Туре	Qualified/ Disqualified	Price	CIN	Property Address
514216200060	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200070	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200080	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	826 S DIXIE HWY HOLLYWOOD, FL 33020
514216200081	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020
514216200082	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020

#### **SPECIAL ASSESSMENTS**

Fire Garb Light Drain Impr Safe Storm Clean Misc Hlwd Fire Rescue (05)
Spec./Comb. (S)

SCHOOL

Colbert Elementary School: C Olsen Middle School: C South Broward High School: C

#### **ELECTED OFFICIALS**

1,730

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz
Florida House Rep.				
District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
105	Marie Woodson	37	Jason W. B. Pizzo	Maura McCarthy Bulman



**Tax Year:** 2026

**Property ID:** 514216200070

Property Owner(s):HTG PARAMOUNT LTD

Mailing Address: 3225 AVIATION AVE 6FL COCONUT GROVE, FL 33133

Property Address:2115 WASHINGTON STREET HOLLYWOOD, 33020

Property Use: 28-01 Parking lot

Millage Code: 0513 Adj. Bldg. S.F: 0 Bldg Under Air S.F: Effective Year: 1980

Year Built: 1979 Units/Beds/Baths: 0 / / **Deputy Appraiser:** Commercial Department

Appraisers Number: 954-357-6835

Email: commercialtrim@bcpa.net

Zoning: DH-3 - DIXIE HIGHWAY HIGH

INTENSITY MULTI-FAMILY DISTRICT

**Abbr. Legal Des.:** F D LONGMORE SUB LOTS 1 & 2 BLK M HOLLYWOOD LITTLE RANCHES 7-45

BLOT 9

#### PROPERTY ASSESSMENT

Year	Land	<b>Building / Improvement</b>	<b>Agricultural Saving</b>	Just / Market Value	Assessed / SOH Value	Tax
2026	\$208,350	\$2,850	0	\$211,200	\$211,200	
2025	\$208,350	\$2,850	0	\$211,200	\$211,200	
2024	\$162,050	\$2,850	0	\$164,900	\$164,900	\$3,453.59

#### **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$211,200	\$211,200	\$211,200	\$211,200
Portability	0	0	0	0
Assessed / SOH	\$211,200	\$211,200	\$211,200	\$211,200
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$211,200	\$211,200	\$211,200	\$211,200

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Date	Туре	Price	Book/Page or Cin
08/08/2024	Multi Special Warranty Deed Excluded Sale	\$3,600,000	119742840
10/27/2022	Multi Warranty Deed Excluded Sale	\$2,500,000	118502582
10/26/2022	Multi Quit Claim Deed Non-Sale Title Change	\$100	118502581
01/24/2003	Multi Warranty Deed	\$685,000	34495 / 494
09/26/2001	Multi Warranty Deed	\$600,000	32174 / 163

### LAND CALCULATIONS

Unit		
Price	Units	Туре
\$45.00	4,630	Square
	SqFt	Foot

### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Туре	Qualified/ Disqualified	Price	CIN	Property Address
514216200060	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200070	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200080	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	826 S DIXIE HWY HOLLYWOOD, FL 33020
514216200081	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020
514216200082	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020

#### SPECIAL ASSESSMENTS

Fire Garb Light Drain Impr Safe Storm Clean Misc Hlwd Fire Rescue (05)

SCHOOL

Colbert Elementary School: C Olsen Middle School: C South Broward High School: C

Hlwd Fire Rescue (05 Vacant Lots (L)

1

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz
Florida House Rep.				
District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
105	Marie Woodson	37	Jason W. B. Pizzo	Maura McCarthy Bulman



**Tax Year:** 2026

**Property ID:** 514216200080

Property Owner(s):HTG PARAMOUNT LTD

Mailing Address: 3225 AVIATION AVE 6FL COCONUT GROVE, FL 33133

Property Address:826 S DIXIE HIGHWAY HOLLYWOOD, 33020

**Property Use:** 27-04 Garage / auto body / auto **Deputy Appraiser:** Commercial Department

paint shop

Millage Code: 0513 Adj. Bldg. S.F: 4608 Bldg Under Air S.F:

**Effective Year:** 1966 Year Built: 1965

Units/Beds/Baths: 0 / /

**Appraisers Number:** 954-357-6835 Email: commercialtrim@bcpa.net **Zoning:** DH-3 - DIXIE HIGHWAY HIGH INTENSITY MULTI-FAMILY DISTRICT

Abbr. Legal Des.: F D LONGMORE SUB LOTS 1 & 2 BLK M HOLLYWOOD LITTLE RANCHES 7-45

BLOT 12

#### PROPERTY ASSESSMENT

Year	Land	<b>Building / Improvement</b>	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2026	\$516,870	\$921,220	0	\$1,438,090	\$1,438,090	
2025	\$516,870	\$921,220	0	\$1,438,090	\$1,438,090	
2024	\$402,010	\$759,940	0	\$1,161,950	\$1,161,950	\$26,837.29

#### **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$1,438,090	\$1,438,090	\$1,438,090	\$1,438,090
Portability	0	0	0	0
Assessed / SOH	\$1,438,090	\$1,438,090	\$1,438,090	\$1,438,090
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$1,438,090	\$1,438,090	\$1,438,090	\$1,438,090

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Date	Туре	Price	Book/Page or Cin
08/08/2024	Multi Special Warranty Deed Excluded Sale	\$3,600,000	119742840
10/27/2022	Multi Warranty Deed Excluded Sale	\$2,500,000	118502582
10/26/2022	Multi Quit Claim Deed Non-Sale Title Change	\$100	118502581
01/24/2003	Multi Warranty Deed	\$685,000	34495 / 494
09/26/2001	Multi Warranty Deed	\$600,000	32174 / 163

#### LAND CALCULATIONS

Unit					
Price	Units	Туре			
\$45.00	11,486	Square			
	SqFt	Foot			

#### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Туре	Qualified/ Disqualified	Price	CIN	Property Address
514216200060	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200070	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200080	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	826 S DIXIE HWY HOLLYWOOD, FL 33020
514216200081	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020
514216200082	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020

#### SPECIAL ASSESSMENTS

Fire Garb Light Drain Clean Misc Safe Storm Impr Hlwd Fire Rescue (05) Commercial (C)

SCHOOL **Colbert Elementary School**: C Olsen Middle School: C South Broward High School: C

#### **ELECTED OFFICIALS**

4,608

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz
Florida House Rep.				
District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
105	Marie Woodson	37	Jason W. B. Pizzo	Maura McCarthy Bulman



**Tax Year:** 2026

Property ID: 514216200081

Property Owner(s):HTG PARAMOUNT LTD

Mailing Address: 3225 AVIATION AVE 6FL COCONUT GROVE, FL 33133

Property Address: WASHINGTON STREET HOLLYWOOD, 33020

**Property Use:** 49-05 Equipment and Materials

Storage

Millage Code: 0513 Adj. Bldg. S.F: 0 Bldg Under Air S.F:

Effective Year: 1960 Year Built: 1959

Units/Beds/Baths: 0 / /

**Deputy Appraiser:** Commercial Department

Appraisers Number: 954-357-6835

Email: commercialtrim@bcpa.net

Zoning: DH-3 - DIXIE HIGHWAY HIGH
INTENSITY MULTI-FAMILY DISTRICT

**Abbr. Legal Des.:** F D LONGMORE SUB LOTS 1 & 2 BLK M HOLLYWOOD LITTLE RANCHES 7-45

BLOT 10

#### PROPERTY ASSESSMENT

Year	Land	Building / Improvement	<b>Agricultural Saving</b>	Just / Market Value	Assessed / SOH Value	Tax
2026	\$207,950	\$240	0	\$208,190	\$208,190	
2025	\$207,950	\$240	0	\$208,190	\$208,190	
2024	\$161,740	\$240	0	\$161,980	\$161,980	\$3,392.45

#### **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$208,190	\$208,190	\$208,190	\$208,190
Portability	0	0	0	0
Assessed / SOH	\$208,190	\$208,190	\$208,190	\$208,190
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$208,190	\$208,190	\$208,190	\$208,190

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Date	Туре	Price	Book/Page or Cin
08/08/2024	Multi Special Warranty Deed Excluded Sale	\$3,600,000	119742840
10/27/2022	Multi Warranty Deed Excluded Sale	\$2,500,000	118502582
10/26/2022	Multi Quit Claim Deed Non-Sale Title Change	\$100	118502581
01/24/2003	Multi Warranty Deed	\$685,000	34495 / 494
09/26/2001	Multi Warranty Deed	\$600,000	32174 / 163

#### LAND CALCULATIONS

Unit		
Price	Units	Туре
\$45.00	4,621	Square
	SqFt	Foot

#### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Туре	Qualified/ Disqualified	Price	CIN	Property Address
514216200060	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200070	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200080	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	826 S DIXIE HWY HOLLYWOOD, FL 33020
514216200081	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020
514216200082	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020

#### SPECIAL ASSESSMENTS

Fire Garb Light Drain Impr Safe Storm Clean Misc HIwd Fire Rescue (05)
Vacant Lots (L)

SCHOOL
Colbert Elementary School: C
Olsen Middle School: C
South Broward High School: C

#### **ELECTED OFFICIALS**

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz
Florida House Rep.				
District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
105	Marie Woodson	37	Jason W. B. Pizzo	Maura McCarthy Bulman



**Tax Year:** 2026

**Property ID:** 514216200082

Property Owner(s):HTG PARAMOUNT LTD

Mailing Address:3225 AVIATION AVE 6FL COCONUT GROVE, FL 33133

Property Address: WASHINGTON STREET HOLLYWOOD, 33020

**Property Use:** 49-05 Equipment and Materials

Storage

Millage Code: 0513 Adj. Bldg. S.F: 0 Bldg Under Air S.F:

Effective Year: 0
Year Built:

Units/Beds/Baths: 0 / /

**Deputy Appraiser:** Commercial Department

Appraisers Number: 954-357-6835

Email: commercialtrim@bcpa.net

Zoning: DH-3 - DIXIE HIGHWAY HIGH

INTENSITY MULTI-FAMILY DISTRICT

**Abbr. Legal Des.:** F D LONGMORE SUB LOTS 1 & 2 BLK M HOLLYWOOD LITTLE RANCHES 7-45

BLOT 11

#### PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Тах
2026	\$259,380	0	0	\$259,380	\$259,380	
2025	\$259,380	0	0	\$259,380	\$259,380	
2024	\$201,740	0	0	\$201,740	\$201,740	\$4,225.13

#### **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$259,380	\$259,380	\$259,380	\$259,380
Portability	0	0	0	0
Assessed / SOH	\$259,380	\$259,380	\$259,380	\$259,380
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$259,380	\$259,380	\$259,380	\$259,380

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Date	Туре	Price	Book/Page or Cin
08/08/2024	Multi Special Warranty Deed Excluded Sale	\$3,600,000	119742840
10/27/2022	Multi Warranty Deed Excluded Sale	\$2,500,000	118502582
10/26/2022	Multi Quit Claim Deed Non-Sale Title Change	\$100	118502581
01/24/2003	Multi Warranty Deed	\$685,000	34495 / 494
09/26/2001	Multi Warranty Deed	\$600,000	32174 / 163

#### LAND CALCULATIONS

Unit		
Price	Units	Type
\$45.00	5,764	Square
	SqFt	Foot

#### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Туре	Qualified/ Disqualified	Price	CIN	Property Address
514216200060	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200070	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	2115 WASHINGTON ST HOLLYWOOD, FL 33020
514216200080	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	826 S DIXIE HWY HOLLYWOOD, FL 33020
514216200081	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020
514216200082	08/08/2024	Multi Special Warranty Deed	Excluded Sale	\$3,600,000	119742840	WASHINGTON ST HOLLYWOOD, FL 33020

#### SPECIAL ASSESSMENTS

Fire Garb Light Drain Impr Safe Storm Clean Misc HIwd Fire Rescue (05)
Vacant Lots (L)

SCHOOL
Colbert Elementary School: C
Olsen Middle School: C
South Broward High School: C

#### **ELECTED OFFICIALS**

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz
Florida House Rep.				
District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
105	Marie Woodson	37	Jason W. B. Pizzo	Maura McCarthy Bulman

# Exhibit B

## Green Reuse Area Designation Eligibility Statement

#### HTG Paramount Green Reuse Area

2115 Washington Street and 826 South Dixie Highway, Hollywood, Florida 33020 Property ID Nos. 514216200060, 514216200070, 514216200080, 514216200081, and 514216200082

HTG Paramount, Ltd. ("HTG Paramount") proposes to redevelop and rehabilitate five parcels of land located at 826 South Dixie Highway and 2115 Washington Street, Hollywood, Florida 33020, Property ID Nos. 514216200060, 514216200070, 514216200080, 514216200081, and 514216200082 (the "Subject Property"), as an affordable multifamily residential rental community consisting of 96 residential units designed for seniors aged 62 and older. The development will feature a single eight-story building offering 86 one-bedroom units and 10 two-bedroom units with amenities including a resort-style swimming pool, outdoor barbecue area, fitness center, and community clubroom (the "Project"). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes. In addition, the Subject Property meets the definition of a "brownfield" pursuant to Section 376.79(4), Florida Statutes.

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

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

HTG Paramount satisfies this criterion in that it owns the Subject Property<sup>2</sup> and has agreed to redevelop and rehabilitate it under a Brownfield Site Rehabilitation Agreement with Broward County. Accordingly, HTG Paramount meets this first criterion.

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

HTG Paramount satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately \$45.5 million<sup>3</sup> which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support numerous temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.

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

<sup>&</sup>lt;sup>1</sup> A copy of § 376.80, Florida Statutes, can be found at <u>Attachment</u> A.

<sup>&</sup>lt;sup>2</sup> See Warranty Deed at Attachment B.

<sup>&</sup>lt;sup>3</sup> See Sources & Uses Statement at Attachment C.

Credit Developments,<sup>4</sup> NAHB published models that estimate the local economic benefits of family tax credit developments and elderly tax credit developments. These models capture the effect of the construction activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 affordable residential rental apartments include the following:

- > \$7.9 million in local income
- > 122 local jobs

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

- > \$2.4 million in local income
- > 30 local jobs

Extrapolating the NAHB model economic data to the redevelopment planned for the Subject Property, the "year of construction" and "annual recurring" impacts based on 96 units would be as follows:

### Economic Productivity for HTG Paramount Development - Year of Construction

\$7.6 million in local income 117 local jobs

### Economic Productivity for HTG Paramount Development - Annually Recurring

\$2.3 million in local income 29 local jobs

HTG Paramount further satisfies this criterion in that all of the units at the Subject Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit Program, and rehabilitation and redevelopment of the Subject Property will "provide affordable housing as defined in s. 420.0004." Accordingly, the employment creation threshold of at least five new permanent jobs is not applicable to the Project. For all the reasons discussed herein, HTG Paramount meets this second criterion.

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

HTG Paramount satisfies this criterion in that the Subject Property is located in the Dixie Highway High Intensity Mixed-Use District ("DH-3") zoning district designation and has a Commercial land use. The DH-3 zoning district allows for commercial uses and multi-family residential projects with a maximum height of 10 stories with frontage on Dixie Highway. The Subject Property's redevelopment as described above is an allowable use in such designation. This consistency and permitability is further reflected in the FHFC Local Government Verification that Development is Consistent with Zoning and Land Use Regulations

<sup>&</sup>lt;sup>4</sup> A complete copy of the NAHB report may be accessed here: https://www.novoco.com/sites/default/files/atoms/files/nahb\_jobs-report\_2010.pdf

<sup>&</sup>lt;sup>5</sup> See Carryover Allocation Agreement at Attachment D.

<sup>&</sup>lt;sup>6</sup> See § 4.6 of the City of Hollywood Zoning Code.

signed by City of Hollywood Planning Manager, Anand Balram, MCIP.<sup>7</sup> Accordingly, HTG Paramount meets the third criterion. HTG Paramount also received approval of the site plan from the City of Hollywood Planning and Development Board on September 9, 2025.

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

HTG Paramount satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes  $\int 376.80(2)(c)(4)$  and  $\int 376.80(1)(c)(4)(b)$  as follows:

- (i) notice is being posted at the Subject Property;
- (ii) notice is being published in the Sun Sentinel newspaper;
- (iii) notice is being published in the Hollywood area community bulletin section of Craigslist; and
- (iv) a virtual community meeting will be held, date to be announced, using a video and teleconferencing platform.

All notices will contain substantially the following narrative:

Representatives for HTG Paramount, Ltd. will hold a community meeting, date to be announced, at 5:30 p.m. until not later than 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land identified by Property ID Nos. 514216200060, 514216200070, 514216200080, 514216200081, and 514216200082, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before City of Hollywood Commission, dates to be announced.

The community meeting, which will also address future development and rehabilitation activities planned for the site, is free and open to all members of the public. For additional instructions on how to join, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, please contact HTG Paramount, Ltd.'s representative, Brett C. Brumund, who can be reached by phone at (305) 640-5300, by email at <a href="mailto:bbrumund@goldsteinenvlaw.com">bbrumund@goldsteinenvlaw.com</a>, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.

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

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

<sup>&</sup>lt;sup>7</sup> <u>See</u> HTG Paramount's Local Government Verification Certificate from the Florida Housing Finance Corporation ("FHFC") at <u>Attachment</u> E for evidence that the Project will provide affordable housing.

The total capital budget of approximately \$45.5 million for the Project is fully funded through a combination of debt and equity.8 Specifically, the Project is funded through a \$10.5 million permanent loan; \$640,000 loan from the City; \$33 million in Low Income Housing Tax Credit investor equity; and a deferred developer fee of approximately \$524,000.

In addition, HTG Paramount's principal, Housing Trust Group, LLC ("HTG"), is a sophisticated, experienced, and credentialed developer of housing communities, with over 40 years of experience in Florida and throughout the United States, and an impressive portfolio of affordable housing developments. HTG has a proven history of procuring funding through state and local housing finance authorities, as well as international financial institutions. Based on the current financial position of HTG Paramount, its principal, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development officials, HTG Paramount has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. It therefore satisfies this fifth criterion.

### II. Subject Property Meets the Definition of a Brownfield

Section 376.79(4), Florida Statutes, defines "brownfield" to mean "any real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination and which has not yet been entered into a brownfield site rehabilitation agreement pursuant to s. 376.80(5)." The facts here evidence that the Subject Property falls within the definition of the term "brownfield" in that actual contamination exists as a result of its use for automotive and marine repair services. This presence of contamination has complicated redevelopment for HTG Paramount by increasing the potential exposure to environmental and regulatory liability if actual contamination is discovered as redevelopment progresses.

Specifically, a Phase II Environmental Site Assessment ("ESA") for the Subject Property identified historical commercial automotive and marine service uses as Recognized Environmental Conditions that warranted Automotive and marine service shops are common sources of contamination due to further investigation. their use of highly mobile and persistent chlorinated solvents as degreasers. Accidental releases of these solvents during the facility's operation could result in soil and groundwater contamination that would only be discovered as redevelopment progresses. The onsite facilities were permitted with and inspected by Broward County from the early 2000s until 2024, and one onsite facility (operating in the 826 Building) was permitted under the Resource Conservation and Recovery Act starting in 1992. Although no significant regulatory violations are reported in regard to the former onsite automotive activities, inspection reports were sporadic, and no onsite inspections took place until 2002. HTG Paramount conducted a Phase II ESA to fully evaluate environmental conditions through soil and groundwater sample collection. The sampling effort identified concentrations of the chlorinated solvent tetrachloroethene ("PCE") in groundwater in the interior of the property at concentrations that exceed the applicable Groundwater Cleanup Target Levels.<sup>9</sup> As a result of the PCE detection in groundwater, HTG Paramount must conduct site rehabilitation during the redevelopment process to fully delineate the impacts and stabilize the groundwater contaminant plume.

Actual contamination on the Subject Property has complicated redevelopment efforts for HTG Paramount by increasing exposure to environmental and regulatory liability with respect to the Project and making it materially more expensive and time consuming to move forward. The continued investigation and remediation of the contamination itself adds yet another major level of complexity as it would require close and constant oversight

<sup>&</sup>lt;sup>8</sup> See Attachment C.

<sup>&</sup>lt;sup>9</sup> See Partner Phase II Subsurface Investigation Report at Attachment F.

by the Broward County Resilient Environment Department.<sup>10</sup> The regulatory process associated with remediation can be lengthy, complicated, uncertain, and without guaranteed end points. Accordingly, HTG Paramount has no assurance that as it moves forward with the Project the total cost of cleanup would not in fact ultimately exceed what is currently projected. Such uncertainty constitutes an *acute* form of redevelopment complexity that goes to the heart of the Florida Brownfields Program and underscores why incentives are so important for sites and projects exactly like this one.

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

Based on all the foregoing, the Subject Property clearly falls within the definition of "brownfield site" as set forth in § 376.79(4), Florida Statutes.

#### III. Conclusion

HTG Paramount has demonstrated that the Subject Property meets the definition of a "brownfield site" and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a Brownfield Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act is appropriate.

{00073883.DOCX.5}

<sup>&</sup>lt;sup>10</sup> As it stands, HTG Paramount must comply with an expensive and challenging protocol for dewatering that only applies to development projects on or near contaminated sites. Enclosed as <u>Attachment</u> G is the Broward County dewatering protocol evidencing the many extra steps that will be triggered if contamination is discovered and if dewatering is required.

# Attachment A

Select Year: 2025 **→** Go

# The 2025 Florida Statutes

Title XXVIII

NATURAL RESOURCES; CONSERVATION, POLLUTANT DISCHARGE PREVENTION

RECLAMATION, AND USE

AND REMOVAL

#### 376.80 Brownfield program administration process.—

- (1) The following general procedures apply to brownfield designations:
- (a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.
  - (b) For a brownfield area designation proposed by:
- 1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).
- 2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.
  - (c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:
- 1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. <u>403.182</u>, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. <u>376.77-376.86</u>. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. <u>403.182</u>, of the designation within 30 days after adoption of the resolution.
- 2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 125.66(5)(b).
- 3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government must grant the request.
- 4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):
- a. At least one of the required public hearings must be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

- b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.
- (2)(a) Local government-proposed brownfield area designation outside specified redevelopment areas.—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:
- 1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
- 2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
  - 3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
- 4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.
- (b) Local government-proposed brownfield area designation within specified redevelopment areas.—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).
- (c) Brownfield area designation proposed by persons other than a governmental entity.—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:
- 1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
- 2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.
- 3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.
- 4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
- 5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.
- (d) Negotiation of brownfield site rehabilitation agreement.—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.
- (3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

- (4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.
- (5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:
- (a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.
- (b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.
  - (c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.
- (d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. <u>376.81</u>, including any applicable requirements for risk-based corrective action.
- (e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.
- (f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.
- (g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. <u>376.77-376.86</u>, and that will improve or enhance the brownfield site rehabilitation process.
- (h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

- (i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.
- (6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:
  - (a) Meets all certification and license requirements imposed by law; and
  - (b) Will conduct sample collection and analyses pursuant to department rules.
- (7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.
- (8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.
- (9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. <u>403.182</u> to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:
- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

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

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously rundown, blighted, and underutilized areas.

- (11)(a) The Legislature finds and declares that:
- 1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
- 2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. <u>376.78</u>.
- 3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
- 4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.
- (b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:
- 1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
- 2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
- 3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.
- 4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.
- (c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.
- (12) A local government that designates a brownfield area pursuant to this section is not required to use the term "brownfield area" within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114; s. 11, ch. 2023-309.

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# Attachment B

Instr# 119742840 , Page 1 of 3, Recorded 08/15/2024 at 03:13 PM

Broward County Commission Deed Doc Stamps: \$25200.00

# PREPARED BY AND AFTER RECORDING RETURN TO:

Laura Lefebvre Balard, Esquire Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130

Parcel ID #: 514216200080 and 514216200070

### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 14th day of August, 2024 between 826 DIXIE LLC, a Florida limited liability company, whose post office address is 70 West 40<sup>th</sup> Street, Suite 11, New York, New York 10018 ("Grantor"), and HTG PARAMOUNT, LTD., a Florida limited partnership, whose post office address is 3225 Aviation Avenue, 6<sup>th</sup> Floor, Coconut Grove, FL 33133 (the "Grantee").

WITNESSETH, that the said Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to-wit:

Lots 7, 8, 9, 10, 11, and 12, of F. D. LONGMORE SUBDIVISION OF LOTS 1 AND 2, BLOCK M, HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 7, Page 45, of the Public Records of Broward County, Florida.

SUBJECT TO the matters set forth in **Exhibit "A"** attached hereto without reimposing same, such documents and all requirements and restrictions as contained therein, to be binding on Grantee upon the recording of this Deed

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

826 DIXIE LLC,

a Florida limited liability company

WITNESSES:

Witness Signature

Print Name:

Address: (631

By:

Name: Amnon Chacham

Title: Sole Member

Print Name:

Address: 1(206.13

STATE OF FLORIDA

**COUNTY OF** 

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of August, 2024 by Amnon Chacham, as Sole Member of 826 Dixie LLC, a Florida limited liability company. He is personally known to me or has produced of the label as identification.

[Notary Seal]

New york

My Commission Expires: 6

JENNIFER A. WYNTER
Notary Public, State of New York
Registration #01WY6073262
Qualified In Kings County

Commission Expires April 22, 20

#### **EXHIBIT "A"**

### **Permitted Encumbrances**

- 1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
- 2. Easement, and reservation of title to the easement by F. D. LONGMORE, as shown on the Plat of F. D. LONGMORE SUBDIVISION OF LOTS 1 AND 2, BLOCK M, HOLLYWOOD LITTLE RANCHES, recorded in Plat Book 7, Page 45. (Affects All Lots)
- 3. Easement(s) in favor of SPRINT COMMUNICATIONS COMPANY L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC, and WILTEL COMMUNICATIONS, INC., as granted by the Amended Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 49510, Page 562, and subsequently amended and replaced by the Amended Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 50264, Page 1803, with further clarification provided by the Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 50355, Page 1901. (Affects Lot 12)

# Attachment C

Uses			Permanent Phase	
U363	Ref.	Total	%	Per Unit
Hard Costs		1		
GC Contract				
Hard Construction Costs		22,990,800	50.50%	239,4
Demolition		40,000	0.09%	4
GC Profit		919,632	2.02%	9,5
GC General Requirements		1,379,448	3.03%	14,3
GC Overhead General Liability Insurance		459,816 95,016	1.01% 0.21%	4,79
Construction - P&P Bond		182,873	0.40%	1,9
GC Contract Total		26,067,585	57.26%	271,5
Hard Cost Contingency @:	5.0%	1,301,379	2.86%	13,5
Recreational / Owner Items	0.070	400,000	0.88%	4,1
Total Hard Costs		27,768,964	61.00%	289,2
Soft Costs				
Financial Costs	Costs         2,958,344         6.50%           ction Interest Expense         2,958,344         6.50%           terest Expense         50,000         0.11%           ction Loan Origination Fee         277,500         0.61%           ction Loan Closing Costs         37,000         0.08%           ent Loan Origination Fee         105,430         0.23%           ent Loan Closing Costs         68,530         0.15%           ender         100,000         0.22%           tion Fees         50,000         0.11%           - Land Loan         30,000         0.07%           Financial Costs         3,676,804         8.08%           Studies         6,500         0.01%           ceport         10,000         0.02%           deport         7,500         0.02%           Cost Review         7,250         0.02%           dy         17,500         0.04%           eports and Studies         55,250         0.12%			
Construction Interest Expense		2,958,344	6.50%	30,8
Other Interest Expense		50,000	0.11%	5
Construction Loan Origination Fee		277,500	0.61%	2,8
Construction Loan Closing Costs		37,000	0.08%	3
Permanent Loan Origination Fee		105,430	0.23%	1,0
Permanent Loan Closing Costs		68,530	0.15%	7
Legal - Lender				1,0
Syndication Fees				5
Interest - Land Loan				3
Total Financial Costs		3,676,804	8.08%	38,3
Reports & Studies				
Appraisal		6,500	0.01%	
Environmental Report				1
Geotech Report		7,500	0.02%	
Market Study		6,500	0.01%	
Plan and Cost Review		7,250	0.02%	
Traffic Study		17,500	0.04%	1
Total Reports and Studies		55,250	0.12%	5
General Development Costs				
Accounting Fees		40,000	0.09%	4
Architect - Design	4,250.00	485,000	1.07%	5,0
Architect - Supervision	,	72,000	0.16%	7
Architect - Landscape		45,000	0.10%	4
Building Permits	4,500.00	437,000	0.96%	4,5
Engineering Fee		125,000	0.27%	1,3
FHFC Administrative Fees	9.00%	341,982	0.75%	3,5
FHFC Application Fees		3,000	0.01%	
FHFC Compliance Mon. Fee		212,332	0.47%	2,2
FHFC - Other (i.e. Extension, Credit Swap)		10,000	0.02%	1
FHFC - Underwriting Fee		17,845	0.04%	1
Green Certification - NGBS/LEED		28,000	0.06%	2
Impact Fees	\$3,140	\$301,440	0.66%	3,1
Inspection & Material Testing Fees		100,000	0.22%	1,0
Muni Fees - Zoning, Site Plan, & Platting Fees		32,242	0.07%	3
Survey & Platting (including as-built)		25,000	0.05%	2
Utility & Submetering Connection		\$250,000	0.55%	2,6
Organizational Costs		10,000	0.02%	1
FPL & Telecom Utility Underground Work	1.53%	\$400,000	0.88%	4,1
Total General Development Costs		2,935,841	6.45%	30,5
_egal				1
Legal Fees		125,000	0.27%	1,3
Legal - Zoning, Site Plan, & Platting		50,000	0.11%	
Title Insurance, Taxes, & Recording	0.50%	227,611	0.50%	2,3
Total Legal	***	402,611	0.88%	2,8
Narketing and Lease-up				
Marketing Costs & Other		25,000	0.05%	2
Lease Up Costs		75,000	0.16%	1
Total Marketing & Lease-up		100,000	0.10%	1,0
· ·		100,000	VE /0	1,0
Taxes and Insurance	4.500/	6.1.00-	0.700/	
Builder's Risk & Const. Insurance	1.50%	344,862	0.76%	3,5
Insurance- Property/Liability	0.4007	120,000	0.26%	1,2
Property Taxes & Other	2.13%	404.000	0.00%	
Total Taxes and Insurance		464,862	1.02%	4,8
Soft Cost Contingency	5.00%	197,928	0.43%	2,061
Sub-Total		35,602,260	78.21%	369,5
and Acquisition Costs			<u></u>	
Land, To be Acquired		3,600,000	7.91%	37,5
Existing Buildings, To be Acquired		-	0.00%	1
Developer Fee & Overhead				
Developer's Fee	16.0%	5,696,362	12.51%	59,3
Reserves				
		623,603	1.37%	6,4
Operating Deficit Reserve (6M OpEx & Debt Service)	2			

Sources	Permanent Phase			
Sources	Rate	Total	%	Per Unit
Hard				
Construction Loan	6.00%	-	0.00%	-
Permanent Loan 1	6.19%	10,543,000	23.16%	109,822.92
Soft				
City of Hollywood Loan	0.00%	640,000	1.41%	6,666.67
Investor Equity		33,814,838	74.28%	352,238
Deferred Developer Fee		524,387	1.15%	5,462
Total Sources		45,522,225	100.00%	474,190

0

Construction Phase				
Total	%	Per Unit		
22,990,800	53.69%	239,487.50		
40,000	0.09%	417		
919,632	2.15%	9,580		
1,379,448	3.22%	14,369		
459,816	1.07%	4,790		
95,016 182,873	0.22% 0.43%	990 1,905		
26,067,585	60.87%	271,537		
1,301,379	3.04%	13,556		
400,000	0.93% <b>64.85%</b>	4,167		
27,768,964	04.05%	289,260		
2,958,344	6.91%	30,816		
50,000	0.12%	521		
277,500	0.65% 0.09%	2,891 385		
37,000 105,430	0.09%	1,098		
68,530	0.16%	714		
100,000	0.23%	1,042		
50,000	0.12%	521		
30,000	0.07%	313		
3,676,804	8.59%	38,300		
6 500	0.02%	68		
6,500 10,000	0.02%	104		
7,500	0.02%	78		
6,500	0.02%	68		
7,250	0.02%	76		
17,500	0.04%	182		
55,250	0.13%	576		
40,000	0.09%	417		
485,000	1.13%	417 5,052		
72,000	0.17%	750		
45,000	0.11%	469		
437,000	1.02%	4,552		
125,000	0.29%	1,302		
341,982	0.80%	3,562		
3,000	0.01%	31		
212,332	0.50%	2,212		
10,000 17,845	0.02% 0.04%	104 186		
28,000	0.07%	292		
301,440	0.70%	3,140		
100,000	0.23%	1,042		
32,242	0.08%	336		
25,000	0.06%	260		
250,000	0.58%	2,604		
10,000 400,000	0.02% 0.93%	104 4,167		
2,935,841	6.86%	30,582		
125,000	0.29%	1,302		
50,000	0.12%	521		
227,611	0.53%	2,371		
402,611	0.65%	2,892		
25,000	0.06%	260		
75,000	0.18%	781		
100,000	0.23%	1,042		
044.00	0.0407	0.500		
344,862 120,000	0.81% 0.28%	3,592 1,250		
120,000	0.26%	1,230		
464,862	1.09%	4,842		
197,928 <b>35,602,260</b>	0.46% <b>82.85%</b>	2,062 <b>369,555</b>		
33,002,200	02.0376	309,333		
3,600,000	8.41% 0.00%	37,500 -		
3,620,382	8.45%	37,712		
42,822,642	0.00% <b>99.71%</b>	444,767		
72,022,042	JJ.7 1 /0	777,101		

Construction Phase					
Total	%	Per Unit			
37,000,000	86.40% 0.00%	385,416.67			
640,000	1.49%	6,666.67			
5,072,226 110,417	11.84% 0.26%	52,835.68 1,150.17			
42,822,642	100.00%	446,069			

Financing Gap Surplus/(Short)

# Attachment D

# FLORIDA HOUSING FINANCE CORPORATION 2025 CARRYOVER ALLOCATION AGREEMENT

This 2025 Carryover Allocation Agreement (Agreement) by and between Florida Housing Finance Corporation (Florida Housing) and HTG Paramount, Ltd. (Owner) constitutes an allocation of the 2025 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (Code). Unless otherwise specifically provided, this Agreement and the terms used herein shall be interpreted in a manner consistent with the requirements of Section 42 of the Code.

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

- Florida Housing has reviewed Request for Applications RFA 2024-202 (RFA) filed by the Owner of Paramount Place (Development). Based on the evaluation of the Development identified in the RFA, and the market study and credit underwriting analysis, Florida Housing and the Owner incorporate, by reference, the RFA into this Agreement.
- The Owner acknowledges that all the terms, conditions, obligations, and deadlines set forth in this Agreement, the RFA and the attached Exhibits, together with those that are incorporated by reference, constitute material and necessary conditions of this Agreement, and that the Owner's failure to comply with any of such terms and conditions shall entitle Florida Housing, at its sole discretion, to deem the credit allocation to be cancelled. After any such cancellation, the Owner acknowledges that neither it, nor its successors in interest to the Development, shall have any right to claim Housing Credits pursuant to this allocation. Florida Housing reserves the right, at its sole discretion, to modify and/or waive any such failed condition precedent.
- This 2025 Housing Credit allocation is not to exceed an annual amount of \$3,799,800.00 for the Development. Florida Housing Finance Corporation reserves the right to amend this Carryover Allocation Agreement when the final credit underwriting report is issued. If the final report recommends a lesser amount of housing credits, this agreement may be amended to reflect the lesser amount.

Costs will be further examined at the time of the Cost Certification. If the carryover housing credit allocation exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing.

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

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

# 2025-130C/2025 Carryover Agreement Page 2 of 9

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

a. Owner Name: HTG Paramount, Ltd.

b. Taxpayer Federal ID#: 99-4325529

c. Owner Address: 3225 Aviation Ave., 6th floor

Miami, FL 33133

d. Development Name: Paramount Place

e. Development Address: 826 S Dixie Hwy

Hollywood, FL 33020

f. Florida Housing

Development Number: 2025-130C

g. Total Number of Units in

Development: 96

(Includes market rate units, set-aside units, and full-time employee units.)

h. Total Number of Qualified

m. Total Set-Aside:

Residential Buildings: 1

(as defined at Section 42(h)(1)(E)(ii) of the Code)

i. Type of Construction: New Construction

j. Demographic/Designation: Elderly, Non-ALF

k. Basis Boost: LGAO

1. Minimum Set-Aside: 40% @ 60% AMI

 Percentage of Units
 Number of Units
 AMI %

 10%
 10
 33%

 90%
 86
 60%

50% of the ELI units will be set-aside for Persons with Special Needs

- n. Extended Use Period: The Owner has irrevocably waived the "option to convert" to market rents after year 14 and FURTHER COMMITS to an additional compliance period of 35 years (15 years plus 35 additional years totaling 50 years).
- o. Development Features and Amenities: The Development will be constructed or rehabilitated in accordance with the RFA and shall provide at a minimum the Features, Amenities and Programs described in **Exhibit B**. After execution of this Agreement and prior to the effective date of the Extended Use Agreement, any proposed revisions to **Exhibit B** shall require the review of Florida Housing staff, and if necessary, its credit underwriters. A \$500 non-refundable processing fee will be required for each revision requested after a final credit underwriting report has been issued.

## 5 a. Site Control:

(i) The Owner shall demonstrate to Florida Housing that it has satisfied the requirement of site control by including a copy of the recorded deed and closing statements, or a copy of the executed long term lease agreement, together with such other evidence or documentation that Florida Housing shall deem necessary. These documents are to be incorporated into the Agreement as an attachment to the Development's Legal Description, **Exhibit C.** 

In addition, on or before 5:00 pm, February 10, 2025, the Applicant must submit a signed affidavit with the site control documents, if applicable, stating that the development site and Development Location Point remain the same as stated in the Applicant's Application. If at any time prior to issuance of 8609s, the legal description of the development site has changed, the Applicant will be charged a \$100 nonrefundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and must be accompanied by an affidavit from a Florida licensed surveyor certifying that the proposed legal description represents the same site as the original legal description. In addition, if at any time prior to issuance of 8609s, the development site has changed (e.g., the site has increased or decreased in size, easements or deed restrictions have changed or been added, etc.), the Applicant will be charged a \$500 nonrefundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and, must be accompanied by an affidavit from a Florida licensed surveyor certifying that the Development Location Point has not moved, and must include evidence, either from a Florida licensed surveyor or a local zoning authority, that the change in the development site has not affected any zoning requirements.

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

### **Site Control Election:**

Owner shall initial only one of the following:

I elect to meet the Site Control requirement,

upon the initial submission of this Agreement

on or before December 31, 2025

In choosing this election, the Owner agrees to provide evidence of meeting the requirement as a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, December 31, 2025. Provided that an extension is granted, there will be a \$5,000 non-refundable processing fee.

### b. Cost Basis and Certification:

The Owner certifies that it shall incur at least 10 percent of the reasonably expected basis (10% test) of the Development on or before December 31, 2025. The Owner shall indicate below whether it chooses to provide evidence that the 10% test has been met upon the initial submission of this Agreement or by December 31, 2025.

The Owner represents that its reasonably expected basis in the development (land and depreciable basis) as of December 31, 2027 is \$ 37,961,030\_\_\_\_\_, such that for purposes of the 10% test, it must have a basis in the Development (land and depreciable basis) of at least \$ 3,796,103\_\_\_\_ on or before December 31, 2025.

### **Cost Basis and Certification Election:**

Owner shall initial only one of the following:

I elect to meet the 10% test requirement,

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

r

or before December 31, 2025

n choosing this election, the Owner agrees to provide an updated Exhibit D as evidence of meeting the 10% requirement. This will be a supplement to the original Carryover Allocation Agreement without amending the original document. Please note this is a federal deadline and cannot be extended.

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

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

- The Owner acknowledges that all qualified buildings within the Development shall be placed in service on or before December 31, 2027. The final tax credit determination by Florida Housing cannot be made until such time as all buildings are placed in-service and the required Final Cost Certification has been submitted and approved by Florida Housing. Florida Housing shall not issue any partial final allocations.
- The Owner acknowledges and agrees to submit to Florida Housing, in accordance with Rule Chapter 67-48, Florida Administrative Code: (i) the completed and required Progress Report Form Q/M Report evidencing the progress of the Development by the 15<sup>th</sup> day of the month following the end of each calendar quarter, and (ii) the completed and required Final Cost Certification documents by the date that is 90 calendar days after all the buildings in the Development have been placed in service, unless an extension is granted. If a Progress Report extension is granted by Florida Housing, a non-refundable processing fee of \$500 shall be charged to the Owner. If a Final Cost Certification extension is granted by Florida Housing, a non-refundable processing fee of \$1,000 shall be charged to the Owner.

In addition, the Owner acknowledges and agrees to commence construction on or before December 31, 2025. As proof thereof the Owner shall deliver to Florida Housing, on or before December 31, 2025, a copy of the recorded Notice of Commencement from the Official Records of the applicable jurisdiction(s) relative to the subject Development. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$10,000 shall be charged to the Owner.

The Credit Underwriting Report must be submitted no later than December 31, 2025. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$5,000 shall be charged to the Owner.

Florida Housing will require the Owner to acknowledge and agree to close its tax credit partnership on or before December 31, 2025. As proof thereof, the Owner shall deliver to Florida Housing, on or before December 31, 2025, a copy of its closed and executed partnership agreement. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$10,000 shall be charged to the Owner.

The Owner acknowledges and agrees to develop and execute a Memorandum of Understanding, with at least one designated Special Needs Referral Agency by December 31, 2025. As proof thereof, the Owner shall deliver to Florida Housing, on or before December 31, 2025 a copy of the fully executed Memorandum of Understanding. If you are unable to meet the deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of \$5,000 shall be charged to the Owner.

In the event the Owner fails to comply with the above requirements, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code. Florida Housing, in its sole and absolute discretion, may extend the time for compliance with these requirements upon receipt of a written request from the Owner and if Florida Housing determines that the Owner is making a diligent effort to comply.

- A non-refundable administrative fee that is stated in the Preliminary Allocation Certificate must be paid to Florida Housing Finance Corporation by February 10, 2024. In the event the Owner fails to pay the above-referenced administrative fee on or before 5:00 pm, February 10, 2024, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code.
- 9 Pursuant to Rule Chapter 67-53, the Owner shall coordinate with the Development's assigned servicer, listed below, to have at least four on-site construction inspections at the Owner's expense. The Owner shall insure that these inspections are conducted at different intervals during the construction period with one of the inspections conducted prior to the Development being 15% complete and one inspection conducted at construction completion.

## Assigned Servicer First Housing Development Corporation

10 The Owner acknowledges and agrees that Florida Housing shall further evaluate the Development, pursuant to Section 42(m)(2) of the Code for a final housing credit allocation determination upon Final Cost Certification, when all buildings in the Development are placed in service.

The Owner further acknowledges and agrees that, if the carryover housing credit allocation dollar amount, set forth in paragraph 3 of this Agreement, exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing pursuant to Section 42(h)(3)(C) of the Code for reallocation as per the 2024 Qualified Allocation Plan.

- 11 Upon the Owner's written notification to Florida Housing that the last building in the Development is placed in service, Florida Housing's receipt of evidence that all contingency items identified in the Credit Underwriting Report and this Agreement have been satisfied, and acceptance by Florida Housing of the Final Cost Certification documents which include but are not limited to:
  - · the Final Cost Certification
  - · the monitoring fee
  - · documentation of the place-in-service date
  - · a copy of the Syndication Agreement disclosing the rate and all terms
  - · the required certified public accountant opinion letter
  - · an unmodified audit report prepared by an independent certified public accountant
  - · photographs of the completed development
  - · executed Extended Low-Income Housing Agreement

 $\cdot$  IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries if requested by the Corporation

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

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

If and to the extent that the allocation made pursuant to this Agreement is determined to be invalid, due to an error made by Florida Housing in determining its Housing Credit dollar amount for calendar year 2025, this Agreement shall be deemed to constitute a binding commitment on behalf of Florida Housing to allocate an equal amount of Housing Credits from its future Housing Credit Allocation Authority to the extent allowed by Section 42 of the Code. Such binding commitment shall, in all respects, be subject to the terms and conditions of this Agreement.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGES TO FOLLOW)

# --OWNER--

Aclenowle	edged, agreed and a	accepted:		
Owner:	HTG Paramount,	Ltd.		
Ву:	M	Sidnatus.	5	
	Matthew Riege			
	Typed o	or Printed Name	_	
Title:	Manager of the	General Partner		
Address:	3225 Aviation Av	e 6th Floor	<del>-</del> 2	
Address:	Coconut Grove,		<del>-</del> -	
Date:	2/6/2	5		
STATE OF	FLORIDA		[SEAL]	
COUNTY OF	Mismi	→OAO-		
this day	of <u>tebsuas</u> nt, Ltd., a Florida lim	, 2025, by Matthe ited partnership, on behalf	eans of Physical presence or Exw Rieger, as Manager of the Gent of the limited partnership. Said iver's license as identification.	neral Partner, of
		Sauter	Many Largerta	h
[Notary	Seal]	•	aking acknowledgment	ny HAGGERIY
MY CO	EEN MARY HAGGERTY MMISSION # HH 533287 ES: September 30, 2028	Title or Rank: Serial number (i any		- Avocky

### --FLORIDA HOUSING--

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

By its execution of this Agreement, and based on the foregoing representations and obligations, Florida Housing issues to the Owner a Carryover Allocation of 2025 housing credits pursuant to Section 42(h)(1)(E) and (F) of the Internal Revenue Code, as amended, subject to the conditions elsewhere in this Agreement. FLORIDA HOUSING HAS RELIED UPON INFORMATION SUBMITTED TO IT BY THE DEVELOPMENT OWNER IN ISSUING THIS CARRYOVER ALLOCATION. FLORIDA HOUSING MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE OWNER IS ELIGIBLE TO RECEIVE THE CREDIT STATED HEREIN. THE INTERNAL REVENUE SERVICE DETERMINES TAXPAYER ELIGIBILITY.

Ole Lac

mulissa,	Date: 210123
Melissa Levy, Managing I	Director of Multifamily Programs
00	
Florida Housing Tax Iden	tification Number: 59-3451366
STATE OF FLORIDA	
COUNTY OF LEON	
notarization, this day of Director of Multifamily Progra corporation and a public body	acknowledged before me by means of Dephysical presence or online fehreary, 2025 by Melissa Levy, as Managing ams, of FLORIDA HOUSING FINANCE CORPORATION, a public corporate and politic duly created and existing under the laws of the clorida Housing. Said person is (check one) personally known to me ver's license as identification.
[Notary Seal]	Notary Public
, , , , , , , ,	Name (typed, printed or stamped)
	Title or Rank: Mu/stanily POTRANS Maraje
	Serial number (if any):



# **EXHIBIT A**

# **BUILDING BY BUILDING BREAKDOWN**

PROJECT NAME: Paramount Place FILE NUMBER: 2025-130C

PROJECT ADDRESS: 826 S Dixie Hwy

CITY, STATE, ZIP: Hollywood FL 33020

BIN NUMBER (FHFC PROVIDES)	INDIVIDUAL BUILDING ADDRESS AND ZIP CODE OR SITE DESCRIPTION (AS APPLICABLE)		Expected PIS Date
FL25-13001	826 S Dixie Hwy	33020	12/31/2027
			-

ALTHOUGH CARRYOVER ALLOCATIONS ARE PROJECT-BASED, THIS BREAKDOWN IS REQUIRED FOR THE ASSIGNMENT OF BIN NUMBERS. THE PER-BUILDING CREDIT ALLOCATION IS NOT BINDING AT THE TIME OF FINAL ALLOCATION.

The Development will consist of:

96 apartment units located in 1 high-rise residential building.

Unit Mix:

Seventy (70) one bedroom/one bathroom units; and

Twenty-Six (26) two bedroom/two bathroom units.

96 Total Units

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F of the RFA. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973\*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

\*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

#### b. General Features

The Development will provide the following General Features:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in at least 100 Mbps download and 20 Mbps upload accessibility in each unit;
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Wireless, cable or satellite TV hook-up in each unit and, if the Development offers
  cable or satellite TV service to the residents, the price cannot exceed the market
  rate for service of similar quality available to the Development's residents from a
  primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility open 7 days a week for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
  - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
  - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
  - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units;
- Bathtub with shower in at least one bathroom in at least 90 percent of the new construction non-Elderly units; and
- Elderly Developments must have a minimum of one elevator per residential building provided for all Elderly Set-Aside Units that are located on a floor higher than the first floor.
- Full-size range and oven in all units.

### c. Required Accessibility Features, regardless of the age of the Development

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. The Corporation requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) whichever affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in

wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

## (1) Required Accessibility Features in all Units

- Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise:
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.
- (2) Accessibility Features in all Developments with the Elderly (ALF or Non-ALF) Demographic must also provide the following features:
  - 20 percent of the new construction units must have roll-in showers.
  - Horizontal grab bars in place around each tub and/or shower, or a Corporationapproved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
    - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.1.
    - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.2.
    - o If a roll-in shower is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 608.3.2;
  - Reinforced walls for future installation of horizontal grab bars in place around each toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design;
  - All bathrooms in all new construction units must have vanity cabinets with at least one roll-out shelf or drawer in bottom of cabinet.;
  - Adjustable shelving in master bedroom closets (must be adjustable by resident); and
  - In one of the kitchen's base cabinets, there shall be a large bottom drawer that opens beyond full extension, also referred to as an "over-travel feature."

Drawers with the over-travel feature allow drawers to extend completely past the cabinet front so all the contents can be accessed. The drawer shall be deep and wide enough to store pots and pans and the drawer slides shall have a weight load rating of a minimum of 100 pounds. The drawers shall be mounted on a pair of metal side rails that are ball-bearing.

d. Emergency Operations for all Elderly Developments

The following Emergency Operations Features must be provided in all Elderly Developments funded in all general occupancy RFAs:

- There must be a community building/dedicated space within the Development; and
- There must be a minimum of one permanent, standby generator in good working order, to operate at least one elevator per residential building serving Elderly that are located on a floor higher than the first floor in addition to the lights, HVAC and other electrical appliances in the community room/dedicated space, throughout the duration of a power outage. The generators must be maintained in good working order and the Applicant must maintain an executed written contract with a vendor certified to service and test the installed generator and system; the generator and system shall be serviced and tested at least annually.
- e. Required Green Building Features in all Developments
  - (1) All units and, as applicable, all common areas must have the features listed below:
    - Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
    - Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
      - o Toilets: 1.28 gallons/flush or less,
      - o Urinals: 0.5 gallons/flush,
      - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
      - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
    - Energy Star certified refrigerator;
    - Energy Star certified dishwasher;
    - Energy Star certified ventilation fan in all bathrooms:
    - Water heater minimum efficiency specifications:
      - Residential Electric:
        - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
        - More than 55 gallons = Energy Star certified; or
        - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77° rise or 0.87 UEF and GPM of ≥ 2.9 over a 67° rise;
      - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
      - Commercial Gas Water Heater: Energy Star certified;

- Energy Star certified ceiling fans with lighting fixtures in bedrooms and living rooms;
- Air Conditioning (in-unit or commercial):

(2)

- Air-Source Heat Pumps Energy Star certified:
  - ≥ 7.8 HSPF2/ ≥15.2 SEER2/ ≥11.7 EER2 for split systems
  - ≥ 7.2 HSPF2 ≥15.2 SEER2/ ≥10.6 EER2 for single package equipment including gas/electric package units
- Central Air Conditioners Energy Star certified:
  - ≥15.2 SEER2/ ≥12.0 EER2 for split systems
  - ≥15.2 SEER2/ ≥11.5 EER2\* for single package equipment including. gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and one-bedroom units.

(2)		the required Green Building features outlined in (1) above, this New Development commits to achieve the following Green Building program:
		Leadership in Energy and Environmental Design (LEED);
		Florida Green Building Coalition (FGBC);
		Enterprise Green Communities; or
	X	ICC 700 National Green Building Standard (NGBS)

f. This Elderly (ALF or Non-ALF) Development will provide the following resident programs:

24 Hour Support to Assist Residents In Handling Urgent Issues

An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

This assistance may include staff:

- visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue:
- responding to a resident being locked out of their apartment;
- contacting on-site security or the police to address a concern;

- providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;
- · calling the resident's informal emergency contact; or
- addressing a resident's urgent concern about another resident

Property management staff shall be on site at least 8 hours daily, but the 24- hour support approach may include contracted services or technology to assist the management in meeting this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at movein and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

# (1) Financial Management for Elderly Residents

Applicant or its Management Company must provide, at no cost to the resident, a series of classes to provide residents training in various aspects of personal financial management on issues appropriate to elderly households. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. The topics should include, but not be limited to:

- Tax issues for elders and retirees
- Budgeting tips for fixed income households
- Avoiding scams that target elders
- Strategies to maximize Social Security benefits
- Preparing a will and estate planning

### (2) Daily Activities

The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

# (3) Resident Assurance Check-In Program

Provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

# Exhibit C Legal Description (Please attach a legal description of the property)

**DEVELOPMENT NAME: Paramount Place** 

FILE NUMBER:

2025-130C

Lots 7, 8, 9, 10, 11, and 12, F.D. LONGMORE'S SUBDIVISION OF LOTS 1 AND 2, in Block "M" of "HOLLYWOOD LITTLE RANCHES", according to the Plat Thereof, as Recorded in Plat Book 7, at Page 45, of the Public Records of Broward County, Florida.

# Attachment to Exhibit C Deed

Instr# 119742840 , Page 1 of 3, Recorded 08/15/2024 at 03:13 PM

Broward County Commission
Deed Doc Stamps: \$25200.00

PREPARED BY AND AFTER RECORDING RETURN TO: Laura Lefebvre Balard, Esquire Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200 Miami, FL 33130

Parcel ID #: 514216200080 and 514216200070

### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 14th day of August, 2024 between 826 DIXIE LLC, a Florida limited liability company, whose post office address is 70 West 40<sup>th</sup> Street, Suite 11, New York, New York 10018 ("Grantor"), and HTG PARAMOUNT, LTD., a Florida limited partnership, whose post office address is 3225 Aviation Avenue, 6<sup>th</sup> Floor, Coconut Grove, FL 33133 (the "Grantee").

WITNESSETH, that the said Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to-wit:

Lots 7, 8, 9, 10, 11, and 12, of F. D. LONGMORE SUBDIVISION OF LOTS 1 AND 2, BLOCK M, HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 7, Page 45, of the Public Records of Broward County, Florida.

SUBJECT TO the matters set forth in <u>Exhibit "A"</u> attached hereto without reimposing same, such documents and all requirements and restrictions as contained therein, to be binding on Grantee upon the recording of this Deed

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other. IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

826 DIXIE LLC,

a Florida limited liability company

WITNESSES:

Witness Signature

Print Name:

Address: 1639 613 7

612366 M 1126

Name: Amnon Chacham

Title: Sole Member

WIMESSES:

Witness Signature

Print Name: Saking Auke

Address: 1120 6 1384

Brooklyn, NY 11229

STATE OF FLORIDA 3

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of August, 2024 by Amnon Chacham, as Sole Member of 826 Dixie LLC, a Florida limited liability company. He is personally known to me or has produced provided as identification.

[Notary Seal]

NOTARY PUBLIC - State of Florida My Commission Expires: 04936

JENNIFER A. WYNTER
Notary Public, State of New York
Registration #01 WY6073262
Qualified In Kings County
Commission Expires April 22, 20

new york

### **EXHIBIT "A"**

#### **Permitted Encumbrances**

- 1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
- 2. Easement, and reservation of title to the easement by F. D. LONGMORE, as shown on the Plat of F. D. LONGMORE SUBDIVISION OF LOTS 1 AND 2, BLOCK M, HOLLYWOOD LITTLE RANCHES, recorded in Plat Book 7, Page 45. (Affects All Lots)
- 3. Easement(s) in favor of SPRINT COMMUNICATIONS COMPANY L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC, and WILTEL COMMUNICATIONS, INC., as granted by the Amended Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 49510, Page 562, and subsequently amended and replaced by the Amended Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 50264, Page 1803, with further clarification provided by the Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action recorded in Official Records Book 50355, Page 1901. (Affects Lot 12)

EXHIBIT D, Page I

**COST BASIS DOCUMENT** 

DEVELOPMENT NAME: Paramount Place FILE NUMBER: 2025-130C

(TO BE COMPLETED BY THE	TOTAL ESTIMATED	The state of the s	ASONABLY		
OWNER'S CPA OR ATTORNEY)	DEVELOPMENT COST EXPECTED BASIS* CUR		CURRENT	RRENT BASIS	
SOURCES					
Investor's Capital Contribution					
(Syndication Proceeds)		4,780	4		
First Mortgage	\$ 8,6	32,000			
Second Mortgage		Dan Calley			
Grants					
Owner's Contribution					
Other: City of Hollywood Loan + Deferred Dev Fee	\$ 1,6	13,746			
Total Sources:	\$ 44,4	10,526	See The		
USES					
Building or Land Acquisition					
Land	\$ 3,6	00,000 \$	- 1		
Building	\$	- \$	-		
Legal - Acquisition	\$	- \$	-		
Building Rehab. or New Constr.	\$	- \$	- 1		
Hard Costs	\$ 27,99	5,085 \$	27,715,134		
Construction Period Interest	\$ 2,1	71,242 \$	1,197,917		
Demolition	\$	0,000 \$	50,000		
Site Work	\$	- \$	- 1		
Legal		30,000 \$	37,500		
Accounting	\$	0,000 \$	30,000		
Architectural & Engineering		12,000 \$	712,000	\$	55,00
Surveying	Ŷ	25,000 \$	25,000	\$	4,80
Environmental	\$	17,500 \$	17,500	\$	13,58
Appraisal	\$	6,500 \$	6,500		
Tax Credit Fees	\$ 4	52,166 \$			
Developer Fee	\$ 5,5	15,633 \$	5,545,633		
Syndication Expenses	\$				
Construction Loan Fees		55,000 \$	255,000		
Other:		01,793 \$	1,830,237	\$	76,56
TAXES & INSURANCE		38,608 \$	538,608	\$	19,44
Total Uses:		40,526 \$	37,961,030	\$	169,39
SUM	MARY			1	
Current Basis:		69,395	CPA/ATTORNEY	SICNATURE	
Reasonably Expected Basis:		61,030 0.45%	1 1 ATO		FO

This form may be signed by the Applicant or designee if submitting as evidence of NOT meeting the 10% test

<sup>\*</sup>These figures are estimates for computation purposes only. For purposes of the Carryover Allocation Agreement, "reasonably expected basis" pursuant to Section 42(h)(1)(E)(ii) need not be the same as eligible basis and is computed for an entire project, rather than building-by-building.

# **EXHIBIT D, Page 2 COST BASIS CERTIFICATION**

I certify that I have examined all eligible costs incurred, as listed on the Cost Basis Document, with respect to Paramount Place. Based on this examination, it is my belief that HTG Paramount, Ltd. has incurred more than 10 percent of its reasonably expected basis in Paramount Place pursuant to Section 42(h)(1)(E)(ii) of the Internal Revenue Code.

### **EXHIBIT E**

### **EXPLANATION OF CHANGES**

Development Name: **Paramount Place** File Number: 2025-130C If there are any changes in the project information from that submitted with the application, provide a detailed explanation/justification for the changes. These changes MUST be reviewed and approved by the Agency prior to execution of this Agreement. Check those items that have changed and explain changes in the spaces provided below. Attach supporting documentation as needed. Taxpayer Federal Identification Number **Project Address** Number of Units: **Number of Buildings Set-Aside Elections Extended Use Period Project Amenities Tenant Programs** Other: Explanation of Changes: N/A - No changes made.



227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32301 850.488.4197 • Fax: 850.488.9809 • www.floridahousing.org

# AFFIDAVIT CERTIFYING SITE CONTROL AND DEVELOPMENT LOCATION POINT

Paramount Place 2025-130C

STATE OF FLORIDA

4.

#### **COUNTY OF MIAMI-DADE**

BEFORE ME, the undersigned authority, personally appeared Matthew Rieger ("Affiant"), who being by me first duly sworn, on oath, says:

- 1. That this Affidavit is given on the personal knowledge of Affiant.
- 2. That Affiant is the Manager of the General Partner of HTG Paramount, Ltd., a Florida limited partnership (the "Applicant"), and is authorized to make this Affidavit on behalf of the applicant entity of Request for Applications 2024-202/2025-130C (the "Application").
- 3. Affiant certifies that the site for the development has not changed from that as submitted in the Application, or if it has changed such change will not have affected the scoring of the affiant's original application.

Affiant further certifies that the Development Location Point as defined in Rule Chapter 67-48, F.A.C. and as

stated within the Application remains the same.	44.0
Dated as of this 6 day of February 2025.	W
•	Name: Matthew Rieger, individually, Affiant
	rame. Watthew Rieger, marviduany, Minant

STATE OF TOOL'OA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of the day of the general Partner, of HTG Paramount, Ltd., a Florida limited partnership, on behalf of the limited partnership. Said person is (check one) personally known to me or has produced a valid driver's license as identification.

KATHLEEN MARY HAGGERTY
MY COMMISSION # HH 533287
EXPIRES: September 30, 2028

KATHLEEN MARY HAGGERTY EXPIRES: September 30, 2028



Signature of person taking acknowledgmen

Name (typed, printed or stamped)

Title or Rank:

Serial number (if any): 1 1 533 287



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## **GROSS RENT FLOOR ELECTION**

In accordance with Revenue Procedure 94-57, the Internal Revenue Service will treat the Gross Rent Floor in Section 42(g)(2)(A) as taking effect on the date the Corporation initially allocates\* housing credits to the building. However, the IRS will treat the Gross Rent Floor as taking effect on the building's placed-in-service date IF the owner designates that date instead and so informs the Corporation prior to the placed-in-service date of the building.

The undersigned owner hereby makes the following election with respect to the Gross Rent Floor

### THIS IS A ONE-TIME ONLY, IRREVOCABLE ELECTION.

Effective Date for each building in the project designated below:

THIS ELECTION MUST BE RECEIVED BY THE CORPORATION PRIOR TO THE PLACED-IN-SERVICE DATE OF ANY BUILDING IN THE PROJECT.

**Project Number** 

RECEIVED BY THE FLORIDA HOUSING FINANCE CORPORATION (Date Stamp):

**RECEIVED** 

Owner Name (Print or Type)

By Erica Wolverton February 6, 2025 3:38pm

# Attachment E

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

Name of Development: Paramount Place	
Development Location: 826 South Dixie Highway, Ho	ollywood
(At a minimum, provide the address number, street name and city	y, and/or provide the street name, closest designated intersection and either the city rated area of the county). The location of all Scattered Sites, if applicable, must also be
Number of Units in the Development: 110	
This number must be equal to or greater than the number of unit	s stated by the Applicant in Exhibit A of the RFA.
referenced Development's proposed number of unit regulations and zoning designation; OR (ii) are appr	confirms that, as of the date that this form was signed, the above s, density, and intended use (i) are consistent with current land use oved pursuant to sections 125.01055(6) and 166.04151(6), Florida 5.01055 (7) and 166.04151 (7), Florida Statutes; OR, (iv) if the d use is allowed as a legally non-conforming use.
CE	ERTIFICATION
I certify that the City/County of Hollywood	has vested in me the authority to verify
the intended use is allowed as a "legally non-confe true and correct. In addition, if the proposed Develo	ning designation or, if the Development consists of rehabilitation or or in the Development consists of rehabilitation or or in the Florida Keys Area as defined in Rule Chapte has obtained the necessary Rate of Growth Ordinance (ROGO)
TIK	City of Hollywood
Signature	Address (street address, city, state)
Anand Balram, MCIP	2600 Hollywood Blvd, Hollywood, Florida
Print or Type Name	Address (street address, city, state)
Planning Manager, Development Services	954-921-3471, opt. 3
Print or Type Title	Telephone Number (including area code)
6/11/2024	
Date Signed	

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

# Attachment F

# PARTNER

More Than Just Assessments. **Solutions.** 



# PHASE II SUBSURFACE INVESTIGATION REPORT

## **Paramount Place**

826 South Dixie Highway Hollywood, Florida 33020

# **Report Date**

October 24, 2025

# Partner Project No.

25-558800.1

Freddie Mac Seller Servicer No. 155279 Freddie Mac Loan No. TBD

# Prepared for:

Freddie Mac and Capital One, N.A. 1307 Walt Whitman Road Melville, New York 11747



Building Science



Environmental Consulting



Construction & Development



Energy & Sustainability

# **PARTNER**



October 24, 2025

Mr. Christopher Stanton Capital One, N.A. 1307 Walt Whitman Road Melville, New York 11747

Subject: Phas

Phase II Subsurface Investigation Report

Paramount Place

826 South Dixie Highway Hollywood, Florida 33020 Partner Project No. 25-558800.1

Dear Mr. Stanton:

Partner Engineering and Science, Inc. (Partner) is pleased to provide the results of the assessment performed at the above-referenced property. The following report describes the field activities, methods, and findings of the Phase II Subsurface Investigation conducted at the above-referenced property.

This assessment was performed consistent with acceptable industry standards. The independent conclusions represent Partner's best professional judgment based upon existing conditions and the information and data available to us during the course of this assignment.

We appreciate the opportunity to provide these services. If you have any questions concerning this report, or if we can assist you in any other matter, please contact Marissa Jones at 224-443-0411.

James T. Cullinan, P.G.

Regional Manager

Sincerely,

Partner Engineering and Science, Inc.

Marista Jones

Josh Smith

Project Manager

Marissa Jones

Relationship Manager

(800) 419-4923 www.PARTNEResi.com

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The following Figures, Tables, and Appendices are attached at the end of this report.

### **FIGURES**

- 1. Site Vicinity Map
- 2. Topographic Map
- 3. Sample Location Map

## TABLES

- 1. Summary of Investigation Scope
- 2. Soil Sample Laboratory Results
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- APPENDICES A. Boring Logs
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# 1.0 INTRODUCTION

# 1.1 Purpose

The purpose of the investigation was to inspect the groundwater monitoring well, evaluate manhole feature, and evaluate the potential impact of petroleum hydrocarbons, volatile organic compounds (VOCs), metals, and/or polychlorinated biphenyls (PCBs) to soil and/or groundwater as a consequence of a release or releases from the former automotive and marine service operations. Capital One, N.A. provided project authorization of Partner Proposal Number P25-550753.2.

### 1.2 Limitations

This report presents a summary of work conducted by Partner. The work includes observations of site conditions encountered and the analytical results provided by an independent third-party laboratory of samples collected during the course of the project. The number and location of samples were selected to provide the required information. It cannot be assumed that the limited available data are representative of subsurface conditions in areas not sampled.

Conclusions and/or recommendations are based on the observations, laboratory analyses, and the governing regulations. Conclusions and/or recommendations beyond those stated and reported herein should not be inferred from this document.

Partner warrants that the environmental consulting services contained herein were accomplished in accordance with generally accepted practices in the environmental engineering, geology, and hydrogeology fields that existed at the time and location of work. No other warranties are implied or expressed.

### 1.3 User Reliance

This report is for the use and benefit of, and may be relied upon by

- a) the Seller/Servicer, Freddie Mac and any successors and assigns ("Lender");
- b) independent auditors, accountants, attorneys and other professionals acting on behalf of Lender;
- c) governmental agencies having regulatory authority over Lender;
- d) designated persons pursuant to an order or legal process of any court or governmental agency;
- e) prospective purchasers of the Mortgage; and
- f) with respect to any debt (or portion thereof) and/or securities secured, directly or indirectly, by the Property which is the subject of this report, the following parties and their respective successors and assigns:
  - any placement agent or broker/dealer and any of their respective affiliates, agents and advisors;
  - any initial purchaser or subsequent holder of such debt and/or securities;
  - any Servicer or other agent acting on behalf of the holders of such debt and/or securities;
  - any indenture trustee;
  - any rating agency; and
  - any institutional provider from time to time of any liquidity facility or credit support for such financings.

In addition, this report, or a reference to this report, may be included or quoted in any offering circular, information circular, offering memorandum, registration statement, private placement memorandum,



prospectus or sales brochure (in either e or transaction involving such debt (or po	electronic or hard copy format) in connection with a securitization or thereof) and/or securities.



# 2.0 SITE BACKGROUND

## 2.1 Site Description

The subject property consists of five parcels of land comprising approximately 0.8 acres located on the west side of South Dixie Highway and the north side of Washington Street within a residential, commercial, and retail area of Hollywood, Broward County, Florida. The subject property is currently developed with three single-story buildings that total 6,338 square feet. The subject property is currently unoccupied and was most recently occupied by an automotive and marine service facility. There are currently no onsite operations other than property security/maintenance. The 826 Building is a single-story automotive garage located on the eastern side of the property. The 2115 Building is a single-story office building located on the western portion of the property. The 2117 Building is an automotive/marine shop, located on the far western portion of the property. In addition to the current structures, the subject property is also improved with asphalt-paved parking areas, gravel-covered storage areas, drainage features, and perimeter fencing. It is Partner's understanding that the current site improvements are slated for demolition, and that the subject property is proposed for multi-family residential redevelopment.

The subject property is bound by God's Shelter Missionary Church to the north, South Dixie Highway, followed by railroad track, South 21st Avenue and retail stores to the east, Washington Street, followed by a self-storage facility to the south, and a vacant former auto garage to the west. Refer to Figure 1 for a site vicinity map showing site features and surrounding properties.

# 2.2 Site History

Partner completed a *Phase I Environmental Site Assessment Report* (Phase I) for the subject property, dated September 25, 2025, on behalf of Freddie Mac and Capital One, N.A. According to the reviewed historical sources, subject property was undeveloped as early as 1940. The property was developed with the 826 Building on the eastern portion of the property *circa* 1955. The majority of the 826 Building has been utilized for automotive repair purposes since that time, with the southern portion of the building developed for restaurant use. The central and central-western portions of the property were utilized for material/vehicle/boat/equipment storage and automotive/boat repair operations from circa 1955 until present. The present-day 2115 Building appears to have been originally constructed circa 1955 and expanded in the late 1990's or early 2000's. The 2117 Building was also constructed circa 2000. Tenants of the subject property addresses from 822-830 South Dixie Highway have included various automotive repair garages (*circa* 1955-2025), various restaurants (*circa* 1955-2025), a veteran group (*circa* 1950-1960), florist (*circa* 1955), glass shop (*circa* 1955), sign and awning shop (*circa* 1960-1964), and a plumbing shop (*circa* 1995). Tenants on the subject property addresses 2115 & 2117 Washington Street have included a steel yard (*circa* 1960-1964), a construction storage yard (*circa* 1967-1982), and various boat and automotive repair facilities (*circa* 1995-2025).

The following recognized environmental conditions (RECs) were identified in the Phase I:

The subject property was utilized for commercial automotive and marine service activities from circa
1955 through 2024. The former onsite facilities were permitted with and inspected by Broward County
from the early 2000's until 2024, and one onsite facility (operating in the 826 Building) was permitted
under the Resource Conservation and Recovery Act (RCRA) starting in 1992. Although no significant
regulatory violations are reported in regard to the former onsite automotive activities, inspection



reports were sporadic, and no onsite inspections took place until 2002. Prior to the late 1980s, the automotive facilities would have been operational without any regulatory oversight, and proper material storage and waste disposal practices would not have been enforced. Partner noted the presence of one groundwater monitoring well onsite, located to the west of the northern portion of the 826 Building. However, prior onsite subsurface sampling data is not publicly available on the State or County environmental databases. Without actual soil and groundwater analytical results, the subsurface condition of the property cannot be verified as 'clean', and the fact that a groundwater monitoring well exists on the property indicates that concerns were raised at some point historically about the condition of the site as a result of the commercial automotive operations. The 826 Building was also observed to contain one intact in-ground hydraulic lift post, and patching was evident from a second removed inground lift post. Given the date of construction of the 826 Building, it is possible that these lift systems were installed around 1955 and may therefore have contained polychlorinated bipheny is (PCBs). Partner was unable to find publicly-available documentation regarding the removal of the hydraulic lift system, and the condition of the subsurface in the vicinity of the lifts is unknown.

Partner observed an unmarked manhole cover located on the eastern side of the 2115 Building, on the western portion of the subject property. This feature may be related to a septic tank, storage tank, or stormwater system. Partner did not observe additional manhole covers in this area, and no stormwater drains were noted in the vicinity. Building records regarding this feature were not available, and no regulatory records mention this feature; therefore, its use is unknown. The original portions of the building located adjacent to the manhole cover were constructed circa 1955; this feature may therefore be a potential environmental concern, given the historic use of the property for commercial automotive purposes.

Partner did not observe the presence of any interior floor drains within the former automotive garage spaces. In addition to the described features, deleterious materials were also noted to be scattered about the property, with regulated materials among them. Gasoline, hydraulic fluid, solvent, waste oil, paints, and small quantities of various other chemicals were apparently abandoned onsite by the prior automotive tenants, including a total of five drums of waste oil, one waste oil aboveground storage tank (AST), and one parts washer. In addition to the abandoned materials, heavy staining was evident throughout the storage yard areas on the western and eastern portions of the property.

Based on the noted poor site conditions, presence of an intact in-ground lift, evidence of a second removed in-ground lift system, presence of a groundwater monitoring well, and absence of prior subsurface analytical data, the long-term use of the subject property for automotive and marine service operations was considered to be a REC.

#### 2.3 Geology and Hydrogeology

Review of the United States Geological Survey (USGS) Fort Lauderdale South, FL Quadrangle topographic map indicates the subject property is situated approximately 10 feet above mean sea level, and the local topography is relatively flat. Refer to Figure 2 for a topographic map of the site vicinity.

The subject property is situated within the Everglades Sub-District of the Gold Coast-Florida Bay District, a physiographic province of the State of Florida. The Gold Coast-Florida Bay District is the area of south and southeastward sluggish drainage from Lake Okeechobee, i.e., the Everglades. The coastal ridge is underlain by the Anastasia Formation. The rocks and sediments are Pleistocene and largely limestones or with limestone cap rocks. The Everglades is a vast, nearly flat seabed that was submerged at the end of the last Ice Age; the entire area is built upon a shallow limestone-floored basin that slopes imperceptibly southward. These areas are often referred to as 'sawgrass marsh' and are characterized by either standing water



(swamps, marshes, and glades) or peat and deep muck rich in organics in the areas which are more well-drained.

The shallow subsurface beneath the subject property consists of Miami Limestone, which is porous and permeable. The Miami Limestone forms much of the Biscayne Aquifer of the surficial aquifer system. The Miami Limestone (formerly the Miami Oolite), named occurs at or near the surface in southeastern peninsular Florida from Palm Beach County to Dade and Monroe Counties. It forms the Atlantic Coastal Ridge and extends beneath the Everglades where it is commonly covered by thin organic and freshwater sediments. The Miami Limestone occurs on the mainland and in the southern Florida Keys from Big Pine Key to the Marquesas Keys. From Big Pine Key to the mainland, the Miami Limestone is replaced by the Key Largo Limestone. To the north, in Palm Beach County, the Miami Limestone grades laterally northward into the Anastasia Formation.

Based on borings advanced during this investigation, the underlying subsurface consists predominantly of fine sands from the ground surface to approximately 10 feet below ground surface (bgs). Groundwater was encountered during this investigation between 7.75 and 8 feet bgs. Refer to Appendix A for boring logs from this investigation.



## 3.0 FIELD ACTIVITIES

The Phase II Subsurface Investigation scope included a geophysical survey, the advancement of 9 borings (B1 through B5 and S1 through S4) to collect representative soil and/or groundwater samples. Refer to Table 1 for a summary of the borings, sampling schedule, and laboratory analyses for this investigation.

#### 3.1 Preparatory Activities

Prior to the initiation of fieldwork, Partner completed the following activities.

#### 3.1.1 Utility Clearance

Partner notified Sunshine 811 to clear public utility lines as required by law at least two business days prior to drilling activities. Sunshine 811 issued ticket number 282507343 for the project.

#### 3.1.2 Health and Safety Plan

Partner prepared a site-specific Health and Safety Plan, which was reviewed with on-site personnel involved in the project prior to the commencement of drilling activities.

#### 3.2 Geophysical Survey and Monitoring Well Inspection

On August 12, 2009, GPRS conducted a geophysical survey under the supervision of Partner. The purpose of the geophysical survey was to evaluate the unmarked manhole and clear boring locations of utilities. The geophysical survey was conducted with a Vivax Metrotech vLoc3 Pro electromagnetic induction (EM) equipment unit with line-tracing capabilities, and a ImpulseRadar PinPointR ground penetrating radar (GPR) unit.

GPRS systematically free-traversed the area surrounding the manhole with the aforementioned equipment. The equipment data were interpreted in real time and compiled as necessary in order to identify subsurface anomalies consistent with USTs, septic tanks, oil/water separators, utility lines, and/or other subsurface conduits/features. Additionally, GPRS removed the manhole cover to visually inspect the feature.

The geophysical survey and visual inspection identified the manhole as being associated with a septic tank. The septic tank was approximately 5 feet by 5 feet in size and approximately 1 foot bgs. Additionally, GPRS identified the associated drain field immediately to the east of the location of the septic tank. The drain field was approximately 10 feet by 20 feet in size and was approximately 2 feet bgs.

GPRS also systematically free-traversed each proposed boring location with the aforementioned equipment and the equipment data were interpreted in real time for evidence of utility lines and/or other subsurface features of potential concern. Based on the findings of the GPR survey, no subsurface utilities were identified within the proposed boring locations.

Refer to Figure 3 for a map of the area surveyed and the anomalies detected during the geophysical survey. Refer to Appendix B for a copy of the geophysical survey report, which provides additional details regarding the geophysical survey equipment and methodology.

The monitoring well that was discovered at the subject property during the Phase I was inspected by Partner personnel. The manhole was removed along with the well cap and a depth-to-water meter was inserted to



evaluate the viability of the monitoring well. The monitoring well was found to not be abandoned and still be viable for sample collection. The depth-to-water in the well was measured at approximately 7.9 feet bgs.

#### 3.3 Drilling Equipment

On October 14, 2025, Partner subcontracted with JAEE Environmental Services, Inc. (JAEE) of Davie, Florida, a state-licensed drilling contractor, to provide and operate drilling equipment. JAEE, under the direction of Partner, advanced borings B1 through B5 and S1 through S4 with a truck-mounted Geoprobe Model 5410 direct push technology (DPT) drill rig and/or hand auger. Sampling equipment was decontaminated between sample intervals and boring locations to prevent cross-contamination

#### 3.4 Sample Locations

Borings B1 and B2 were advanced in the central interior areas of the former automotive repair shop at 826 S. Dixie Hwy., adjacent to the existing in-ground lift and removed in-ground lift, respectively. Boring B3 was advanced in the central exterior area to the west of the building at 826, adjacent to the observed exterior service pad. Boring B5 was advance in the central exterior area immediately adjacent to the drain field identified during the geophysical survey. Boring B5 was advanced in the exterior area between the two structures located at 2115 Washington street. Surface sample locations S1 through S4 were advanced throughout the exterior areas of the subject property at areas of obvious staining.

Refer to Figure 3 for a map indicating sample locations.

#### 3.5 Soil Sampling

Borings B1 through B5 were overlain by asphalt and/or concrete, which was penetrated using a punch bit attachment advanced by the direct-push drill rig. The borings were advanced to a terminal depth of approximately 8 feet bgs, after encountering groundwater.

Soil was manually excavated from the upper 5 feet at each boring location with a hand auger using a 3.5-inch diameter bucket and placed on a plastic liner. Soils were visually inspected for discoloration, monitored for odors, and classified in accordance with the Unified Soil Classification System (USCS). Select intervals, generally at 2-foot increments and/or intervals that displayed odors or staining, if encountered, were field screened for total VOCs using a photoionization detector (PID). The PID was calibrated to isobutylene by Partner personnel. Elevated PID readings during this subsurface investigation for vadose zone soils (above the water table) ranged from 0.1 parts per million (ppm) to 1.3 ppm, as identified at the location of boring B1 at a depth of approximately 6 feet bgs. None of the other soil samples collected from the borings exhibited elevated PID readings, signs of staining, and/or hydrocarbon odors. Refer to Appendix A for soil descriptions.

A soil sample was collected at boring locations B1 at for laboratory analysis at approximately 6 feet bgs to target the slightly elevated PID reading of 1.3 ppm. Due to the absence of elevated PID readings, a soil sample was collected at boring locations B2 through B5 for laboratory analysis at approximately 3.5 feet bgs to target potential subsurface releases to soil that could act as a vadose zone contaminant source to groundwater. A sample was collected at surface sample locations S1 through S4 at approximately 1 feet bgs, in the layer of native soil nearest to the surface.



At boring locations B1 and B2, soil samples were collected for laboratory analysis of VOCs using disposable five-gram sample plastic syringes and retained in one methanol-preserved and two distilled water-preserved volatile organics analysis (VOA) vials for laboratory analysis in accordance with United States Environmental Protection Agency (EPA) Method 5035 sampling protocol, one four-ounce laboratory-supplied wide-mouth, unpreserved jar for total recoverable petroleum hydrocarbons (TRPH) and PCBs. At boring locations B3 through B5 and surface soil sample locations S1 through S4, soil samples were collected for laboratory analysis of VOCs using disposable five-gram sample plastic syringes and retained in one methanol-preserved and two distilled water-preserved VOA vials for laboratory analysis in accordance with EPA Method 5035 sampling protocol, two four-ounce laboratory-supplied wide-mouth, unpreserved jars for TRPH, RCRA Eight metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), and total percent moisture analyses. The jars were filled with soil to capacity to minimize headspace and to reduce the potential for volatilization and sealed with a threaded, Teflon-lined lid. The jars and vials were labeled for identification and stored in an iced-cooler under chain-of-custody protocol.

#### 3.6 Groundwater Sampling

Groundwater samples GW-B1, GW-B2, GW-B3, and GW-B4 were collected from temporary well points installed at boring locations B1, B2, B3, and B4 respectively, deployed by re-advancing a retractable well screen inside a protective steel exterior drive casing to the desired sampling depth and retracting the drive rods and protective casing to expose a 4-foot long, perforated steel well screen that allowed groundwater to enter the temporary well point for extraction to the surface.

A groundwater sample was retrieved from each temporary monitoring well using new ¼-inch diameter polyethylene tubing fed through a peristaltic pump and conveyed into three hydrochloric acid-preserved 40 milliliter (mL) vials for VOC analysis via EPA Method 8260D VOA vials for VOC analysis, two hydrochloric acid-preserved 70mL vials for TRPH. Additionally, samples were retrieved at GW-B1 and GW-B2 in two unpreserved 70mL amber vials for PCB analysis via EPA Method 8082 and at GW-B3 in one unpreserved 250mL high density polyethylene (HDPE) bottle for metals. Each vial was filled with no observable headspace or air bubbles to minimize volatilization, labeled for identification, and stored in an iced-cooler under chain-of-custody protocol.

Groundwater samples were collected from each temporary well point at the top of the water-bearing unit from approximately 7 to 11 feet bgs at each boring.

#### 3.7 Post-Sampling Activities

Following sampling activities, the steel temporary well points were removed from the subsurface and the boreholes were backfilled with soil removed from the borehole during soil sampling activities.

No significant amounts of derived wastes were generated during this investigation.



#### 4.0 DATA ANALYSIS

#### 4.1 Laboratory Analysis

Partner collected nine soil samples and four groundwater samples on October 14, 2025, which were transported in an iced cooler under chain-of-custody protocol to Eurofins, a state-certified laboratory (NELAP certificate number E83018) in Altamonte Springs, Florida, for analysis. The soil samples collected from boring locations B1, B2, and B4 were initially placed on hold at the laboratory. Based on field-screening results, visual observations, and/or olfactory observations, soil samples B3 and S1 through S4 (five soil samples total) were analyzed for VOCs via EPA Method 8260D, TRPHs via Florida Department of Environmental Protection (FDEP) Florida Petroleum Residual Organic (FL-PRO Method, and RCRA Eight metals via EPA Methods 6020B/7471B. Each groundwater sample (four groundwater sample total) was analyzed for VOCs via EPA Method 8260D and TRPHs via FL-PRO Method. Additionally, groundwater samples GW-B1 and GW-B2 were analyzed for PCBs via EPA Method 8082 and groundwater sample GW-B3 was analyzed for RCRA Eight metals via EPA Method 6020B/7470A. Laboratory analytical results are included in Appendix B and discussed below.

#### 4.2 Regulatory Agency Comparison Criteria

Chapter 62-777 of the Florida Administrative Code (FAC) promulgates contaminant target levels (CTLs) for soil and groundwater as derived by the state. CTLs are presented as numerical concentration values for individual contaminants of concern and apply to site rehabilitation (cleanup) at contaminated sites in Florida. Exceedance of a CTL(s) potentially indicates the release of a contaminant(s) of concern into the environment at levels that would require cleanup, monitoring, and/or restricted land use by the state. Therefore, soil analytical results were compared to Residential and Commercial Direct Exposure CTLs and Leachability Based on Groundwater CTLs.

#### 4.3 Soil Sample Data Analysis

No VOCs were detected in the analyzed soil samples B3, B5, and S1 through S4 at concentrations above the laboratory method detection limits (MDLs).

Several RCRA metals were detected in the analyzed soil samples B3, B5, and S1 through S4 at concentrations above the laboratory MDLs, but below the applicable CTLs.

TRPH was detected in the analyzed soil samples S1, S2, and S4 at concentrations above the laboratory MDLs, but below the applicable CTL. TRPH was not detected in soil samples B3, B5, or S3.

Refer to Table 2 for a summary of the soil sample laboratory analysis results, respectively.

#### 4.4 Groundwater Sample Data Analysis

Several VOCs were detected in the analyzed groundwater samples at concentrations above the laboratory MDLs, but below the applicable CTLs at groundwater sample locations GW-B3 and GW-B4. Laboratory results of groundwater samples GW-B1 and GW-B2 exhibited concentrations of tetrachloroethene (PCE) above the groundwater CTL of 3 micrograms per liter ( $\mu$ g/L) with reported concentrations of 4.3  $\mu$ g/L and 21  $\mu$ g/L, respectively. Please refer to Section 4.6 for a further discussion regarding the detections of PCE in groundwater samples GW-B1 and GW-B2.



No PCBs were detected above the laboratory MDL in groundwater samples GW-B1 and GW-B2.

Several RCRA metals were detected above the laboratory MDLs in the analyzed groundwater sample GW-B3, but below the applicable CTLs.

TRPH was detected above the laboratory MDL in the analyzed groundwater sample GW-84, but below the CTL. TRPH was not detected above the laboratory MDL in any of the other analyzed groundwater samples.

Refer to Table 3 for a summary of the groundwater sample laboratory analysis results, respectively.

### 4.5 Additional Soil Sample Data Analysis

Due to the detections of PCE above the groundwater CTL in samples GW-B1 and GW-B2 the held soil samples collected from B1 and B2 were analyzed for PCE only. PCE was detected in both of the analyzed samples B1 and B2 above the laboratory MDL, but under the applicable CTLs.

Refer to Table 2 for a summary of the soil sample PCE laboratory analysis results.

#### 4.6 Discussion

The chlorinated solvent PCE was identified in the soil and groundwater samples collected from boring locations B1 and B2, with the concentrations in the groundwater samples being above the CTL of 3  $\mu$ g/L. The detections in the soil were very low concentrations and below the most stringent direct exposure residential soil CTL however that does not rule-out the subject property from being a potential source of the groundwater impacts. PCE is a chlorinated solvent that is commonly used in the drycleaning process and as a degreaser for metal parts in the auto service industry. As the subject property has a documented history as an automotive repair garage, Partner recommends additional soil and groundwater sampling in order to assess the extent of the identified impacts. If the property is redeveloped, Partner recommends implementation of a Soil and Groundwater Management Plan to provide guidance for the management of impacted materials. A vapor mitigation system may also be warranted.



## 5.0 SUMMARY AND CONCLUSIONS

Partner conducted a Phase II Subsurface Investigation at the subject property to evaluate the condition of an onsite monitoring well, a manhole feature, and the potential impact of petroleum hydrocarbons, VOCs, metals, and/or PCBs to soil and/or groundwater as a consequence of a release or releases from the former automotive and marine service operations. The scope of the Phase II Subsurface Investigation included a geophysical survey and the advancement of 9 borings (B1 through B5 and S1 through S4) to collect representative soil and/or groundwater samples.

The geophysical survey and visual inspection of the manhole confirm the feature is associated with an onsite septic system and drainfield. The septic tank was approximately 5 feet by 5 feet in size and approximately 1-foot bgs. Additionally, GPRS identified the associated drain field immediately east of the septic tank. The drainfield was approximately 10 feet by 20 feet in size and approximately 2 feet bgs.

The monitoring well that was discovered at the subject property during the Phase I was inspected by Partner personnel. The monument cover was removed along with the well cap and a depth-to-water meter was inserted to evaluate the viability of the monitoring well. The monitoring well was found to not be abandoned and still be viable for sample collection. The depth-to-water in the well was measured at approximately 7.9 feet bgs.

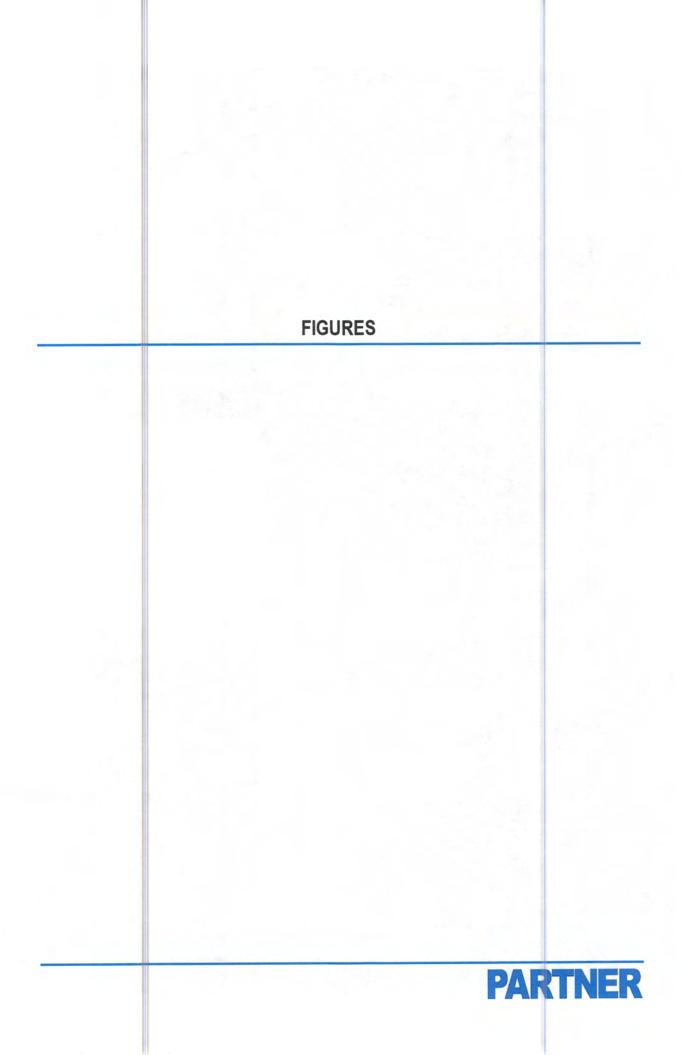
Based on borings advanced during this investigation, the underlying subsurface consists predominantly of fine sands from the ground surface to approximately 10 feet bgs. Groundwater was encountered during this investigation between 7.75 and 8 feet bgs.

No VOCs were detected in the analyzed soil samples B3, B5, and S1 through S4 at concentrations above the laboratory MDLs. Several RCRA metals were detected in the analyzed soil samples B3, B5, and S1 through S4 at concentrations above the laboratory MDLs, but below the applicable CTLs. TRPH was detected in the analyzed soil samples S1, S2, and S4 at concentrations above the laboratory MDL, but below the applicable CTL. TRPH was not detected in soil samples B3, B5, or S3. PCE was detected in both the analyzed samples B1 and B2 above the laboratory MDL, but under the applicable CTL.

Several VOCs were detected in the analyzed groundwater samples at concentrations above the laboratory method detection limits (MDLs), but below the applicable CTLs at groundwater sample locations GW-B3 and GW-B4. Additionally, the samples collected from sample locations GW-B1 and GW-B2 exhibited concentrations of PCE above the groundwater CTL of 3  $\mu$ g/L with reported concentrations of 4.3  $\mu$ g/L and 21  $\mu$ g/L, respectively. Follow-up analysis of PCE in soil samples previously held at the laboratory identified the presence of low-level concentrations of PCE in soil, but below the applicable CTLs.

Based on the Subsurface Investigation, there is evidence of a release of hazardous materials from the subject property Partner recommends additional soil and groundwater sampling in order to assess the extent of the chlorinated solvent impacts. If the property is redeveloped, Partner recommends implementation of a Soil and Groundwater Management Plan to provide guidance for the management of impacted materials. A vapor mitigation system may also be warranted.







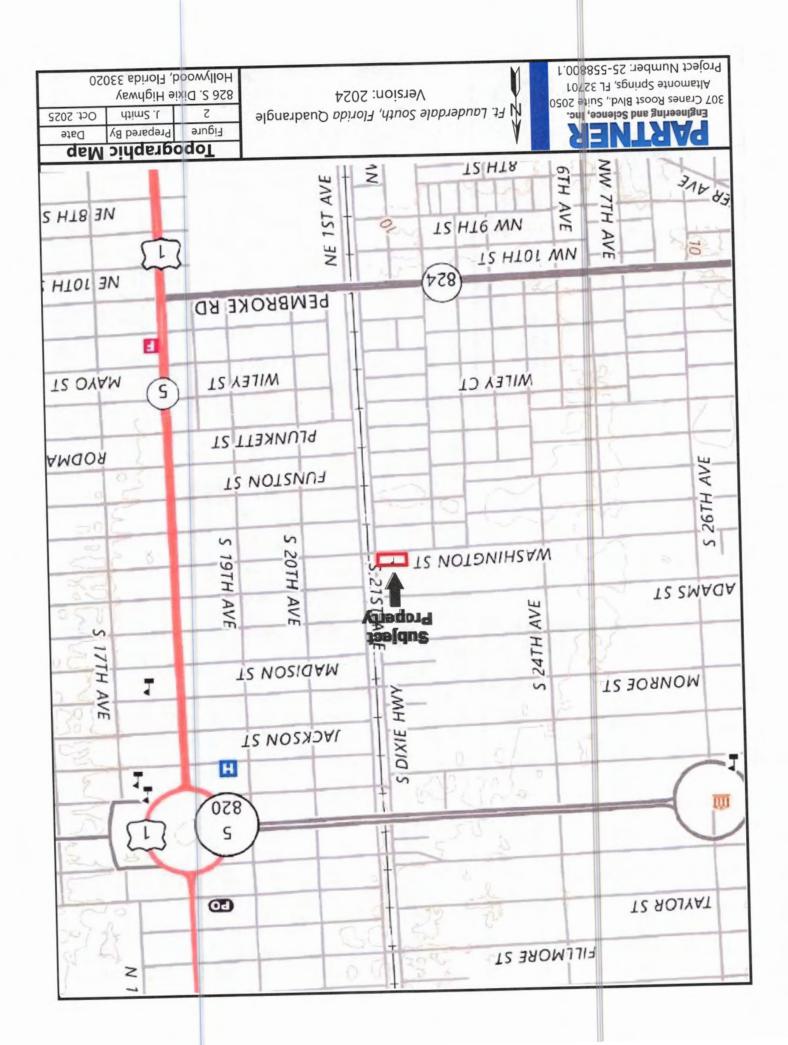
# PARTNER Engineering and Science, Inc.

307 Cranes Roost Blvd., Suite 2050 Altamonte Springs, FL 32701 Project Number: 25-558800.1 Subject Property

Legend

Sit	te Vicinity M	ар
Figure	Prepared By	Date
1	J. Smith	Oct. 2025

826 S. Dixie Highway Hollywood, Florida 33020





# Engineering and Science, Inc.

307 Cranes Roost Blvd., Suite 2050 Altamonte Springs, FL 32701 Project Number: 25-558800.1

Subject Property



Boring Location



Surface Soil Sample (o)



Existing In-Ground Lift



Removed In-Ground Lift

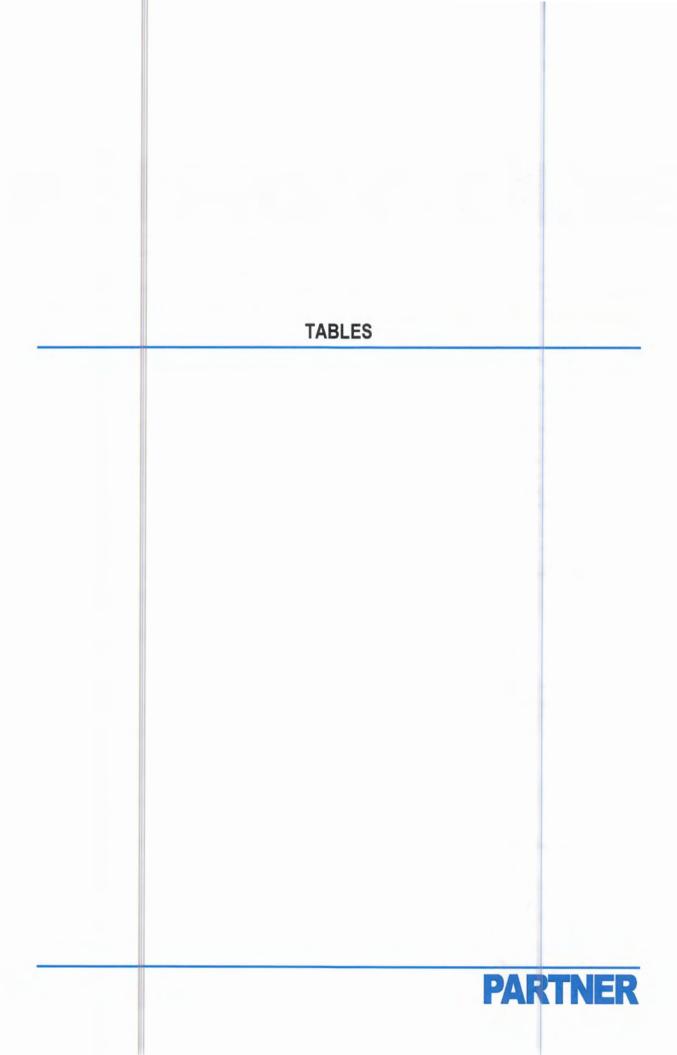


Area of Geophysical Survey



Sample Location Map					
Prepared By	Date				
J. Smith	Oct. 2025				
	Prepared By				

826 South Dixie Highway Hollywood, Florida 33020



## Table 1: Summary of Investigation Scope 826 South Dixie Highway Hollywood, Florida 33020 Partner Project Number 25-558800.1

Date: October 14, 2025

Boring Identification	REC/Issue	Location	Location Terminal Matrix Depth (feet bgs)		Sampling Depths (feet bgs)	Target Analytes	
		Central interior of building at 826		Soil*	6	VOCs, PCBs, and TRPH	
B1	Historic automotive repair operations in	S. Dixie Hwy	11	Groundwater	7 to 11	VOCs, PCBs, and TRPH	
	conjunction with in- ground lifts	Central interior of building at 826	44	Soil*	7.5	VOCs, PCBs, and TRPH	
B2		S. Dixie Hwy	11	Groundwater	7 to 11	VOCs, PCBs, and TRPH	
	Historic automotive	Central exterior area west of		Soil	7.5	VOCs, RCRA Metals, and TRPH	
В3	repair operations	building at 826 S. Dixie Hwy., adjacent to service pad	11	Groundwater	7 to 11	VOCs, RCRA Metals, and TRPH	
	Historic automotive repair operations in conjucntion with a septic tank	Central exterior area immeditaly		Soil*	7.5	VOCs and TRPH	
B4		adjacent to spetic tank/drainfield system	11	Groundwater	7 to 11	VOCs and TRPH	
B5	Surficial staining on concrete	Exterior area between structures at 2115 Washington St.	8	Soil	7.5	VOCs, RCRA 8 Metals, and TRPH	
\$1		Exterior in area of obvious staining	4	Soil	1	VOCs, RCRA 8 Metals, and TRPH	
52	Historic automotive repair operations and unpaved storage yard	Exterior in area of obvious staining	4	Soil	1	VOCs, RCRA 8 Metals, and TRPH	
53		Exterior in area of obvious staining	4	Soil	1	VOCs, RCRA 8 Metals, and TRPH	
<b>S4</b>		Exterior in area of obvious staining	4	Soil	1	VOCs, PAHs, RCRA 8 Metals, TRPH	

#### Notes:

bgs = below ground surface

REC = recognized environmental condition

VOCs = volatile organic compounds

PCBs = polychlorinated biphenyls

RCRA = Resource Conservation and Recovery Act 8 Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver)

TRPH = total recoverable petroleum hydrocarbons



<sup>\* =</sup> Samples placed on hold and not analyzed

## Table 2: Soil Sample Laboratory Results Summary 826 South Dixie Highway Hollywood, Florida 33020 Partner Project Number 25-558800.1

Date: October 14, 2025

Analyte	Residential CTL	Commercial CTL	Leachability CTL		82	В3	85		\$2	53	
				VOCs via EPA	Method 8260 (	mg/kg)					
Tetrachloroethene (PCE)	8.8	18	0.03	0.00291	0.00401	ND	ND	ND	ND	ND	ND
Other VOCs	Varies	Varies	Varies	NA	NA	ND	ND	ND	ND	ND	ND
			RCRA 8	Metals Via EPA	Method 6020B	/7471B (mg/kg					
Arsenic	2.1	12	***	NA	NA	0.18 I V	0.23 I V	0.37 I V	0.26 I V	ND	0.391
Barium	120 **	130,000	1,600	NA	NA	0.18 I V	0.321	14	27	0.331	6.8
Cadmium	82	1,700	7.5	NA	NA	ND	ND	ND	ND	ND	ND
Chromium	210	470	38	NA	NA	0.721	ND	2.5	1.7	ND	0.75
Lead	400	1,400	***	NA	NA	0.13 I	ND	74	42	0.43 1	15
Mercury	3	17	2.1	NA	NA	ND	ND	0.0381	0.11	ND	ND
Selenium	440	11,000	5.2	NA	NA	0.181	ND	ND	ND	ND	ND
Silver	410	8,200	17	NA	NA	ND	0.311	ND	ND	ND.	ND
			TRPHs via FDEP	Florida Petrole	um Residual Or	ganics (FL-PRO	) (mg/kg)				
TRPH	460	2,700	340	NA	NA.	ND	ND	571	181	ND	261



Notes:

\*\*Direct exposure value based on acute toxicity considerations. This criterion is applicable in scenarios where children might be exposed to soils (e.g. residences, schools, platest Leachability values may be derived using the SPLP first to calculate site-specific SCTLs or may be determined using TCLP in the event oily wastes are present.

\*\*CTL = Clearup Target Level per Chapter 62-777 Florida Administrative Code (FAC)

\*\*EPA = United States Environmental Protection Agency

\*\*PDEP = Florida Department of Environmental Protection

\*\*VOCs = violatile organic compounds

\*\*RCMA = Resource Conservation and Recovery Act 8 metals (arsenic, barium, cadmium, chromkum, lead, mercury, selenkum, silver)

\*\*TERMA = Actin Conservation and Recovery Act 8 metals (arsenic, barium, cadmium, chromkum, lead, mercury, selenkum, silver)

mg/kg = miligrams per klogram

ND = not detected above laboratory method detection limits (MDLs)

1 = The reported value is between the MDL and the practical quantitation limit (PQL) and is therefore an estimated value

V = Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated method blank and the value of 10 times the blank value was equal to or greater than the associated was equal to or greater than the associated was equal to or greater than the associated was equal to or greater than the

## Table 3: Groundwater Sample Laboratory Results Summary 826 South Dixie Highway

## Hollywood, Florida 33020

Partner Project Number 25-558800.1

Date: October 14, 2025

Analyte	Groundwater CTLs	GW-B1	GW-B2	GW-B3	GW-B4		
	VOCs vi	ia EPA Method 82	60D (μg/L)		200		
cis-1, 2-Dichloroethene	70	1.3	0.92 1	ND NI			
Tetrachloroethene (PCE)	3	4.3	21	ND	ND		
Trichloroethene (TCE)	3	ND	1.3	ND	ND		
Other VOCs	Varies	ND	ND	ND	ND		
	PCBs vi	a EPA Method 80	82A (μg/L)				
PCBs	0.5	ND	ND	NA	NA		
	RCRA 8 Metals	via EPA Method 6	020B/7470A (μg/L)				
Arsenic	10	NA	NA	0.59 I	NA		
Barium	2,000	NA	NA	23	NA		
Chromium	100	NA	NA	1.2	NA		
Selenium	50	NA	NA	3.6 I V	NA		
Other Metals	Varies	NA	NA	ND	NA		
TRI	PHs via FDEP Florida I	Petroleum Residuo	al Organics (FL-PR	O) (μg/L)			
TRPH	5,000	ND	ND	ND	630 I		

#### Notes:

CTL = Cleanup Target Level per Chapter 62-777 Florida Administrative Code (FAC)

EPA = United States Environmental Protection Agency

FDEP = Florida Department of Environmental Protection

 $\mu$ g/L = micrograms per liter

PCBs = polychlorinated biphenyls

RCRA = Resource Conservation and Recovery Act 8 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver)

TRPH = total recoverable petroleum hydrocarbons

NA - not analyzed

ND = not detected above laboratory method detection limits (MDLs)

I = the reported value is between the MDL and the practical quantitation limit (PQL) and is therefore an estimated value

V = Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value.

Values in **bold** detected above laboratory MDLs

Bolded/Highlighted

Value exceeds the CTL



## Attachment G



**Environmental Protection and Growth Management Department** 

#### **ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION**

1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

## STANDARD OPERATING PROCEDURE FOR DEWATERING (Revision 3, Effective December 1, 2009)

#### INTRODUCTION

As required by Broward County Code (Code), any person(s) wishing to conduct dewatering activities at or within a one-quarter-mile radius of a contaminated<sup>1</sup> site must notify and receive approval from the Broward County Environmental Protection and Growth Management Department (Department) prior to implementation. The County's notification requirements for these dewatering activities are outlined in Section 27-355(4) of the Code, which states:

"Prior to any persons conducting dewatering operations at or within a one-quarter-mile radius of a contaminated site, written notification shall be given to [the Department] and shall include, at a minimum:

- Justification for the need for dewatering;
- Water treatment and disposal plans;
- Effect of the dewatering and disposal procedures on the contaminant plume;
- Monitoring program; and
- Where required and authorized by Chapter 471, F.S. [Florida Statutes] or Chapter 492, F.S., applicable portions of dewatering plans shall be signed and sealed by a registered professional engineer or a registered professional geologist."

Approval of such activities is required by Section 27-353(i) of the Code, which states:

"Dewatering operations at or within a one-quarter-mile radius of a contaminated site shall not be conducted without [Department] approval."

#### **APPLICABILITY**

This Standard Operating Procedure (SOP) and the requirements detailed herein are applicable to dewatering operations within Broward County. "Dewatering" refers to any technique that is employed to lower groundwater level. These requirements apply solely to reviews that are conducted by Broward County Cleanup and Waste Regulation (CWR) Staff for the purpose of ensuring that dewatering operations at or within one-quarter mile of contaminated sites will not result in the exacerbation, migration, or improper treatment of contamination. Please note that additional requirements for dewatering have been established by other agencies and may be established by other Sections within the Department.

#### **Tank Upgrade Exemption**

Dewatering operations conducted to facilitate underground storage tank upgrades and replacements necessary to meet the Performance Standards for Category-A and Category-B Storage Tanks of Section 27-307(b), Broward County Code, and Section 62-761.510, Florida Administrative Code (F.A.C.), are exempt from the CWR Section Dewatering Plan review and approval process. To qualify for this exemption, a **Notice of Intent to Dewater** must be provided to CWR Section staff at least five (5) business days prior to dewatering. The Notice of Intent to Dewater must agree to the following conditions:

1. Dewatering duration must not exceed a total of three (3) calendar days (72 hours). If intermittent dewatering

<sup>&</sup>lt;sup>1</sup> "Contaminant" is defined in Section 27-352, Broward County Code

is performed, this duration is be considered to be the sum of all actual pumping periods, however clarification should be provided in the Notice of Intent to Dewatering with respect to the overall period that dewatering will be performed;

- 2. Sheetpile must be installed to a depth not less than 8 feet below the bottom of wellpoint screens;
- 3. Effluent must be monitored to ensure compliance with turbidity standards, as applicable; and
- 4. If conducted within a tank farm area known to be contaminated, dewatering effluent must be properly treated and monitored to comply with water quality standards or applicable Cleanup Target Levels of Chapter 62-777, Florida Administrative Code, prior to discharge. Treatment system specifications, laboratory analytics, field notes, and other relevant documentation should be maintained by the party responsible for performing the dewatering.

Any exceptions to conditional items 1 and 2 of this exemption will require the Department's approval of a Dewatering Plan submitted per this SOP. If contamination is encountered during the tank upgrade which has not been previously reported to the Department, dewatering must cease and the Department must be notified in accordance with the requirements of Code Section 27-355.

#### **PROCEDURE**

A flow chart which demonstrates this SOP is depicted in Exhibit I, attached. Please note that Exhibit I does not address the tank upgrade exemption as detailed in the previous section.

#### I. Need for CWR Section Approval of Dewatering Operations

- A. For sites located beyond one-quarter mile of a contaminated site in Broward County, the Department does not include a "No Dewatering Permitted" clause in construction plan approvals. Dewatering may proceed at such sites; however, it is recommended that CWR Section staff be notified for confirmation.
- B. In instances where dewatering is proposed within a contaminated area (i.e., where it is known that groundwater contains contaminants above applicable standards) but where no other contaminated sites are located within one-quarter mile, a Dewatering Plan must be submitted to the CWR Section of the Department for review and approval prior to implementation of dewatering activities; however, the Dewatering Plan should only contain the following:
  - 1. The contaminated site information outlined in Section II.A. of this SOP for the dewatering location,
  - 2. The information outlined in Section II.B. of this SOP, and
  - 3. Proper certification as required by Section II.E. of this SOP.
  - A Dewatering Report to document the dewatering is also required by Section IV of this SOP.
- C. For sites that are located within one-quarter mile of a contaminated site, a Dewatering Plan in accordance with Section II of this SOP must be submitted to the CWR Section of the Department for review and approval prior to implementation of dewatering activities. Dewatering will not be approved under any conditions for operations that may create a drawdown greater than 0.1 foot at a contaminant plume boundary. The Dewatering Plan must meet the requirements established in Section II of this SOP.

#### II. Dewatering Plan Requirements

A. Contaminated locations at and/or within one-quarter mile of the proposed dewatering project must be identified. At the time of this writing, the Broward County contaminated sites database and corresponding interactive map are available on the internet at <a href="http://www.broward.org/environment/contaminatedsites/Pages/Default.aspx">http://www.broward.org/environment/contaminatedsites/Pages/Default.aspx</a>.

The following items should be included in the Dewatering Plan:

1. Site Number and address for each contaminated site,

- 2. Contaminant type for each contaminated site,
- 3. Most recent contaminant plume maps for all groundwater-contaminated sites located within a quarter-mile radius from the proposed dewatering location (if available),
- 4. Tables of the most recent groundwater analytical data for the nearest groundwater-contaminated site (if available), and
- 5. A map, drawn to scale, that depicts the particular dewatering location on the site (designation of the site boundaries in general is not adequate) and the locations of identified contaminant plumes.

If contaminant plume maps and data are not available through hardcopy file review with the Department, the Florida Department of Environmental Protection, or the OCULUS petroleum document website (at the time of this writing, located at <a href="https://depedms.dep.state.fl.us/Oculus/servlet/login">https://depedms.dep.state.fl.us/Oculus/servlet/login</a>), then document this fact in the Dewatering Plan and assume that the contaminant plume is confined to the property boundary of the particular contaminated site.

#### B. The following information must be provided regarding the scope of the proposed dewatering activities:

- 1. Purpose of dewatering (i.e., an explanation of why dewatering is necessary),
- 2. Dewatering technique (i.e., wellpoint, deep well, open hole, etc.),
- 3. Anticipated dewatering flow rate,
- 4. Total dewatering duration,
- 5. Method of effluent discharge,
- 6. Controls (i.e., settling tank, turbidity curtain, etc.) and a monitoring program employed to ensure that effluent will comply with applicable water quality standards, including turbidity.
- 7. If conducted in a contaminated area, engineering specifications for dewatering effluent treatment (i.e. air-stripper, carbon filtration, etc.) and details for an analytical monitoring program to ensure that effluent will meet water quality standards established by Section 27-195, Broward County Code. Please note that Certification by a Florida-registered Professional Engineer, specifically, is required for treatment specifications by Section II.E. of this SOP.
- 8. A description of any proposed controls, including engineering specifications for sheetpile or recharge system. Certification by a Florida-registered Professional Engineer is required for applicable sheetpile specifications by Section II.E. of this SOP.
- C. Dewatering plans must contain a technical justification that is adequate to demonstrate the proposed scope of dewatering (as required in Section II.B.) will not affect contaminant plumes. There are two (2) acceptable methods for providing this technical justification:
  - 1. Manual estimations of the dewatering radius of influence by utilizing SFWMD data or approved aquifer test data to calculate Sichardt's equation. As a "first pass" of technical justification, Sichardt's equation may be used to determine the radius of influence associated with the dewatering project as discussed in Section II.C.1.b. of this SOP. Details of Sichardt's equation, including an example calculation, are also included as Exhibit III to this SOP. The calculation must utilize 1) data from South Florida Management Water District's (SFWMD) Technical Publication 92-05 entitled "A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida" (1992), or 2) data provided by an aquifer test conducted in accordance with Section II.C.1.a. of this SOP.
    - a. Aquifer test performance and data collection must be consistent with the following guidance: Freeze and Cherry (1979), Fetter (1980), Kruseman and Derrider (1990), or Driscoll (1986). CWR Staff will use AQTESOLV (for Windows) to verify aquifer parameters that are generated from hand calculations and/or computer modeling analysis of aquifer tests. Aquifer Test Data may be collected in one of three (3) ways:
      - (1) Historical aquifer test data from the CWR Section's in-house database may be obtained by contacting David Vanlandingham, P.E., at (954) 519-1478 or dvanlandingham@broward.org. The information contained in the CWR Aquifer Test database has been reviewed by CWR Section staff

for quality assurance.

- (2) Other historical aquifer test data may be submitted if the test was performed within one-quarter mile of the proposed dewatering location and:
  - (a) Groundwater elevations were measured in at least three (3) observation wells (not including the test well) with varying distances from the recovery well,
  - (b) Data is collected from the beginning of the test until near steady-state conditions are achieved, and
  - (c) Unconfined aquifer conditions and partially penetrating wells were considered in analysis of the aquifer test data<sup>2</sup>.
- (3) Perform an aquifer test at the proposed dewatering location. Notification must be provided using Exhibit II and written approval must be obtained from CWR staff prior to implementation of the aquifer test. Approvals may be granted through email or facsimile. The test data will be acceptable if the conditions of Section II.C.1.a.(2) are met; in addition,
  - (a) observation wells are to be installed in a line between the dewatering locations and the nearest identified contaminant plume<sup>3</sup>, and
  - (b) one of the observation wells is located at the edge of the proposed dewatered area.
- b. Utilizing Sichardt's equation, a manual (hand) calculation may be performed to determine the projected radius of influence associated with the proposed dewatering activity and the flow rate necessary to produce the required drawdown. This calculation is detailed in Exhibit III accompanying this SOP.
  - (1) If the estimated value of radius of influence is less than the distance to the edge of the nearest contaminant plume, the Dewatering Plan may be approved (an example approval letter is provided in Exhibit IV).
  - (2) If the estimated radius of influence is greater than the distance to the edge of the nearest contaminant plume, then groundwater modeling is required pursuant to Section II.C.2. of this SOP. The dewatering scope of work may also be revised or hydraulic controls (for instance, sheetpile or artificial groundwater mounding via recharge trenches or wells) may be proposed; however, any hydraulic controls proposed must still be justified through the use of computer modeling in accordance with Section II.C.2. of this SOP, as manual calculations which consider hydraulic controls are not available<sup>4</sup>.
- 2. Groundwater modeling within a three-dimensional computer model utilizing SFWMD data or approved aquifer test data. The model framework must utilize 1) data from South Florida Water Management District's (SFWMD) Technical Publication 92-05 entitled, "A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida" (1992), or 2) aquifer test data obtained in accordance with in Section II.C.1.a. of this SOP.

All models, regardless of the software used to construct them, are to be properly documented. The Division will use Visual MODFLOW Pro to verify all modeling analyses. Any Dewatering Plan that includes computer modeling must also contain the following information, as applicable:

- a. A compact disc with a copy of all model data including all necessary input, support, and output files.
- b. Map file used as base coverage in .dxf or .bmp format.

<sup>&</sup>lt;sup>2</sup> If these conditions are not met, the test data may be reanalyzed by the applicant via a method that will consider unconfined aquifer and partially penetrating well scenarios.

<sup>&</sup>lt;sup>3</sup> These observation points may also be used to meet the requirements of groundwater monitoring, as outlined in Section II.D. of this SOP.

<sup>&</sup>lt;sup>4</sup> The manual calculation method cannot be used for sites where artificial groundwater mounding is proposed as a hydraulic control. Artificial groundwater mounding as a means of hydraulic control may only be justified through computer modeling as outlined in Section II.C.2. of this SOP.

- c. Model domain including the number of columns, rows, and layers. Grid spacing must also be documented for areas of the model with increased cell resolution.
- d. Model extent including X-axis, Y-axis, and Z-axis minimum and maximum. Also include coordinates (Lat/Lon, UTM, State Plane) if the model extent are referenced to specific geographic locations. The model should cover a sufficient area as to allow for a true representation of ground water flow during dewatering without undue influence from boundary conditions.
- e. Model units for length, time, conductivity, pumping rate, mass, and concentration as applicable.
- f. Surface elevation and bottom elevation of all layers. If layer elevation is not a constant, then submit a spreadsheet containing x, y, z data in either .txt or .xls format or as a Surfer. .grd file.
- g. Conductivity values of all layers including Kx, Ky, and Kz. If conductivity data vary within a layer then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable. If layer elevation is not a constant, then submit a spreadsheet containing x, y, z data in either .txt or .xls format or as a Surfer\* .grd file.
- h. Specific Storage (Ss) and Specific Yield (Sy) values of all layers. If Ss and/or Sy data vary within a layer, then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable.
- i. Porosity and effective porosity values of all layers. If porosity and/or effective porosity data vary within a layer, then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable.
- j. Pumping well specifications including exact map coordinates, screened interval, pump rate, and pumping duration.
- k. Head observation well specifications including exact map coordinates, screened interval, observation point elevation, and all water table elevation measurements.
- 1. Concentration well specifications including exact map coordinates, screened interval, contaminant being monitored, observation point elevation, and all concentration measurements.
- m. The type (constant head, rivers, general head, drains, walls, etc.) and model-grid location for all boundary conditions including an explanation of their selection and description of their input parameters. Boundary conditions should be defined as to not artificially influence ground water flow in the dewatering area or nearby contaminated sites.
- n. Acknowledgment that the model ignores recharge to maintain a conservative estimate of dewatering influence.
- o. Particle tracking information including number of particles, initial particle locations, and release times if applicable. All particles are to be tracked in the forward direction.
- p. If Zone Budget is used to estimate a dewatering flow rate, then the number and model-grid location of zones and output information must be included, as applicable. The type of model run (Steady State Flow or Transient Flow) must also be specified. The Division recommends running the model using only documented boundary conditions under Steady State Flow to determine initial heads. Transient Flow should be used for the duration of proposed dewatering.
- q. The time steps utilized during Transient Flow model runs.
- r. Figures showing model output as both Head Equipotentials and Drawdown at the end of the proposed dewatering period for each modeled layer.
- s. A figure identifying the 0.1-foot and 0.01-foot drawdown contours at the end of dewatering.

#### D. The Dewatering Plan must propose a groundwater monitoring program subject to the following:

- 1. Should a manual estimation of the radius of influence performed in accordance with Section II.C.1. of this SOP indicate that the radius of influence is less than the distance to the nearest contaminant plume, no monitoring program is required (an example approval letter is provided in Exhibit IV).
- 2. Should modeling performed in accordance with Section II.C.2. of this SOP indicate that the closest groundwater contaminant plume is outside of the 0.01-foot drawdown contour, no monitoring program is required (an example approval letter is provided in Exhibit IV).
- 3. Should modeling performed in accordance with Section II.C.2. of this SOP indicate the closest groundwater contaminant plume lies between the 0.01-foot and 0.1-foot drawdown contours, a monitoring program is

required (Exhibit IV will be modified by the Division to reflect specific requirements). The monitoring program must include:

- a. A table of groundwater elevation data collected from a minimum of three observation points, placed on a line between the dewatering location and the nearest contaminant plume. Data shall be collected:
  - (1) Prior to initiating dewatering activities to establish baseline elevations. Locations that are tidally influenced may require more than one baseline monitoring event.
  - (2) Daily during the first week of dewatering activities, and weekly thereafter until dewatering operations cease. The applicant should make every effort to collect data at the same time of day to reduce the influence of daily fluctuations.
- b. A map, drawn to scale, detailing the observation point locations relative to the dewatering project, and
- c. A map, drawn to scale, including water table elevations from observation points and an indication of ground water flow direction.
- 4. Should a manual estimation of the radius of influence performed in accordance with Section II.C.1. of this SOP indicate that the radius of influence is greater than the distance to the nearest contaminant plume, or should modeling performed in accordance with Sections II.C.2. of this SOP indicate that the closest contaminated plume lies within the 0.1-foot drawdown contour, dewatering will **not** be approved by the Division. The Dewatering Plan may be revised or hydraulic controls (i.e., sheetpile cofferdam or artificial groundwater mounding via recharge) must be proposed and justified. If, in this event, hydraulic controls are proposed, computer modeling must be performed in accordance with Section II.C.2. of this SOP, as manual calculations that consider hydraulic controls are not available<sup>5</sup>.
- E. All applicable portions of Dewatering Plans must be certified by a registered Professional Engineer or a registered Professional Geologist, as provided in Chapter 471, F.S., or Chapter 492, F.S.
- F. The Dewatering Plan must contain the contact information for the entity that is assuming responsibility for the specified conditions of the Department's approval. The company name, a representative name, address, and phone number should be included, as applicable.
- **G.** There is no review fee or "application" for the Dewatering Approval. Simply submit one (1) certified original of the Dewatering Plan to the Department, to the attention of David Vanlandingham, P.E., at this letterhead address.
- III. CWR staff shall have a period of ten (10) business days to review Dewatering Plans submitted pursuant to this SOP and to provide comment and/or approval.
- IV. A Dewatering Report must be submitted within thirty (30) days of completion of approved dewatering activities to document actual flow rates and field monitoring data, including any monitoring conducted pursuant to Sections II.B.6., II.B.7, and II.D. of this SOP.

<sup>&</sup>lt;sup>5</sup> The manual calculation method cannot be used for sites where artificial groundwater mounding is proposed as a hydraulic control. Artificial groundwater mounding as a means of hydraulic control may only be justified through computer modeling as outlined in Section II.C.2. of this SOP.

#### References

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#### **EXHIBIT I: Decision Flow Chart for SOP**

