

**TRANSPORTATION IMPACT FEE DEFERRAL AND
EDUCATIONAL FACILITIES IMPACT FEE EXEMPTION CONTRACT
FOR THE AFFORDABLE HOUSING FOREST GLEN APARTMENTS MULTIFAMILY
DEVELOPMENT**

THIS TRANSPORTATION IMPACT FEE DEFERRAL AND EDUCATIONAL FACILITIES IMPACT FEE EXEMPTION CONTRACT FOR THE FOREST GLEN APARTMENTS IN the CITY OF TITUSVILLE, FLORIDA ("the **Contract**") is entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter referred to as "**County**"), and the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, whose address is 555 S. Washington Avenue, Titusville, Florida 32796 (hereinafter referred to as "**City**"), and **HTG FOREST GLEN APARTMENTS, LTD.**, a Florida Limited Partnership registered to do business in the State of Florida, whose address is 3225 Aviation Avenue - Suite 600, Coconut Grove, Florida 33133 (hereinafter referred to as "**Developer**"), is based on the following premises:

RECITALS:

WHEREAS, the City and County desire to encourage the development of affordable housing opportunities in Titusville and Brevard County, Florida ; and

WHEREAS, transportation impact fees are imposed by the Brevard County Transportation Impact Fee Ordinance (hereinafter referred to as "**Transportation Impact Fee Ordinance**"), as adopted in Sections 62-801 through 62-819 of the Brevard County Code of Ordinances; and

WHEREAS, educational impact fees are imposed by the Brevard County Educational Impact Fees Ordinance (hereinafter referred to as “Educational Impact Fee Ordinance”); and

WHEREAS, the Transportation Impact Fee Ordinance applies within the jurisdiction of the City; and

WHEREAS, the Educational Impact Fee Ordinance applies to all of the County; and

WHEREAS, to mitigate the impact to the development of affordable housing opportunities created by the imposition of transportation impact fees, the City and County have included provisions for the deferral of payment of some or all transportation impact fees for qualified affordable housing units pursuant to Section 62-815 (d) (4) and (5) of the Transportation Impact Fee Ordinance; and

WHEREAS, the Developer wishes to construct a deed restricted 55+ affordable rental housing apartment complex within Brevard County and the City of Titusville known as Forest Glen Apartments located at 2001 South Street, Titusville, Brevard County, Florida 32780 (Property Appraiser Account # 2201402), whose legal description is incorporated herein as Exhibit 1 (hereinafter referred to as “**Project**”), and towards that end has applied for and received financial support in the form of a 2025 Housing Credit Allocation from the Florida Housing Finance Corporation in an amount not to exceed \$2,360,000.00 which has been formally adopted as the “Florida Housing Finance Corporation 2025 Carryover Allocation Agreement” (hereinafter referred to as “**Allocation Agreement**”) between the Developer and Florida Housing Finance Corporation, incorporated herein and attached hereto as Exhibit 2; and

WHEREAS, the Project will contain 80 residential rental units, of which 8 rental units will be reserved for occupants with a gross annual income that does not exceed 40% of the Area Median Income which is defined by the Transportation Impact Fee Ordinance as “very low income person or household” and 72 rental units will be reserved for occupants with a gross annual income that does not exceed 60% of Area

Median Income which is defined by the Transportation Impact Fee Ordinance as “low income person or household”; and

WHEREAS, in the Allocation Agreement, the Developer has irrevocably waived its option to convert to market rents at the end of year 14 and further committed to extend the compliance period for an additional 35 years resulting in a total compliance period of 50 years; and

WHEREAS, the Project will be deed restricted as a 55+ community for a period of at least thirty (30) years; and

WHEREAS, the project, as a deed restricted 55+ community, is exempt from the payment of educational impact fees pursuant to Section 62-933(A)(6) of the Brevard County Code of Ordinances; and

WHEREAS, the Developer wishes to defer a portion of the transportation impact fees due on the Project pursuant to Sections 62-815(d) (4) and (5) of the Ordinance and has applied to the County to do the same; and

WHEREAS, based upon the representations of the Developer, the Project qualifies for the deferral of transportation impact fees pursuant to the provisions of the Transportation Impact Fee Ordinance and is exempt from the collection of impact fees pursuant to the Educational Impact Fee Ordinance; and

WHEREAS, the City and County endorse the Developer’s application for deferral of transportation impact fees.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

- 1. Recitals.** The above recitals are hereby incorporated and made a part of this Contract.
- 2. Scope of Contract.** The Project, consisting of eighty (80) multifamily rental units and located within the jurisdiction of the City is subject to assessment of

impact fees by County and the City . The scope of this Contract is limited to the provisions of the Transportation Impact Fee Ordinance and the Educational Impact Fee Ordinance. Other impact fees will be imposed by County and the City on the Project and will remain due and payable pursuant to the land development regulations of the County and the City.

3. Transportation Impact Fees .

A. Transportation Impact Fee Deferral. The Project, consisting of eighty (80) multifamily rental units, is subject to transportation impact fees imposed by the County in the amount of \$2,381.00 per unit as a multifamily structure of three stories or more for total amount \$190,480.00 . A portion of this amount shall be deferaled per pursuant to this agreement. Developer agrees to reserve seventy-two (72) rental units for occupancy by low income persons or households with a gross annual income that does not exceed 60% of Area Median Income which is defined by the Transportation Impact Fee Ordinance as “low income person or household” which qualify for a deferral of 50% of the transportation impact fee amount pursuant to Section 62-815(d)(3) totalling \$85,716.00 defered.. With this deferral, the transportation impact fee for each of the seventy-two (72) low income rental units shall be \$1,190.50 per unit which totals \$85,716.00 and remains payable and due.. The total amount of transportation impact fees assessed for the remaining 8 units, totals \$19,048.00. Developer agrees to reserve these eight (8) rental units for very low income persons or households with a gross annual income that does not exceed 40% of the Area Median Income which is defined by the Transportation Impact Fee Ordinance as “very low income person or household. Pursuant to section 62-815(d)(4), the transportation impact fee for each of the eight (8) rental units in the amount of \$19,048.00 shall be fully deferred. The total amount of transportation impact fees to be deferred for all eighty (80) rental units shall be \$104,764.00. and the total amount that remains payable and due for all 80 units is \$85,716.00.

B. Notice of Assessment. Pursuant to Section 62-815(d)(5) of the Brevard County Code of Ordinances, a Notice of Assessment setting forth the balance of the transportation impact fees that are deferred and remain unpaid is attached hereto as Exhibit 3. Developer agrees to execute the Notice of Assessment and that if any of the eighty rental units no longer meet the affordable definitions, as indicated herein , Developer agrees to notify the County and City of the sale and transfer. The Notice of Assessment shall be recorded in the official records of Brevard County within ninety days following notification to the County of the date of the closing by Developer or when the rental units are sold or transferred and no longer meet the affordable definition. The remaining unpaid balance shall become due and payable upon the sale of the Property. The Notice of Assessment shall constitute a lien on the property for the balance of the transportation impact fee that is due under the terms and conditions of this Contract. A Notice of Assessment setting forth the balance of the transportation impact fees that are deferred and remain unpaid is attached hereto as Exhibit 3.

4. Educational Impact Fees

Pursuant to Section 62-933 of the Brevard County Code of Ordinances, the Project is exempt from the payment of educational impact fees based on its status as a deed restricted 55+ community. Said exemption shall be indicated through a letter from the Brevard County School Board acknowledging such exemption which is herein incorporated by reference. The Project shall be subject to a recorded deed restriction, recorded declaration of covenants and restrictions, recorded plat restriction or recorded by-laws that require at least one person in each residence to be age 55 or older and that prohibit any person that has not achieved the age of 18 years to reside on a permanent basis. In the event that the recorded age 55 and older restriction is breached or otherwise modified within a 30-year period following recording such that a person less than 18 years of age is allowed to reside on a permanent basis in any dwelling unit, the

educational facilities impact fee in effect for that dwelling unit at the time of the change of circumstances shall become immediately due and payable to the County.

5. **Non-Transferability.** Both the transportation impact fee deferral and the educational facilities impact fee exemption apply exclusively to the Project as it is more precisely described in Exhibit 1 and Exhibit 2. Neither the transportation impact fee deferral or the educational facilities impact fee exemption may be transferred to any other property.

6. **Effective Date and Duration.** Within fourteen days after the execution of this Contract by all parties, the Developer shall record this Contract with the Brevard County Clerk of Court and shall be responsible for all costs associated therewith. This Contract is not effective until it is properly recorded in the Brevard County Public Records (“Effective Date”). Unless terminated earlier by either party as provided herein, this Contract shall remain in effect for a period of fifty years. The burdens of this Contract shall be binding upon, and the benefits shall inure to, all successors in interest to the parties to this Contract.

7. **Notices.** All notices, demands and correspondence required or provided for under this Contract shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer:	HTG Forest Glen Apartments, Ltd. Attn: Jason Larson 6225 Aviation Avenue, Suite 600 Coconut Grove, Florida 33133 Telephone: (305) 860-8188
If to City:	City of Titusville Attn: City Manager 555 S. Washington Ave, Titusville, FL 32796 Telephone: (321) 567-3000
With a copy to:	City Attorney

City of Titusville
555 S. Washington Ave, Titusville, FL 32796
Telephone: (321) 567-3000

If to County:

Brevard County
Attn: County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2000

With a copies to:

Brevard County Attorney's Office
Attn: County Attorney
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2090

Dept.

Brevard County Planning and Development
Attn: Department Director
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2070

8. Miscellaneous. The execution of this Contract has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Contract. The venue of any litigation arising out of this Contract shall be Brevard County, Florida and both Parties agree to waive any right to trial by jury. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Contract for all purposes. The fact that one of the parties to this Contract may be deemed to have drafted or structured the provisions of this Contract, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Contract shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Contract is solely for the benefit the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Contract whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Contract or any of the provisions hereof. This Contract may not be changed, amended, or modified in any respect whatsoever except through in writing signed by all of the parties, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived except in a signed writing.

9. Attorneys' Fees; Hold Harmless; Indemnification. Should any litigation arise between the parties, each party shall bear its own attorneys' fees and costs. In the event of litigation or claims against the County and/or City from third parties arising from this Contract or the construction described herein, Developer shall indemnify and hold harmless the County and/or City, as the case may be, from any such litigation or claims; provided, however, nothing contained herein shall be deemed to be a waiver by the County or the City of their respective sovereign immunity. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law. Developer acknowledges that specific consideration has been paid and other good and sufficient consideration has been received for this indemnification provision.

10. Captions. Headings of a particular paragraph of this Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the paragraphs to which they refer.

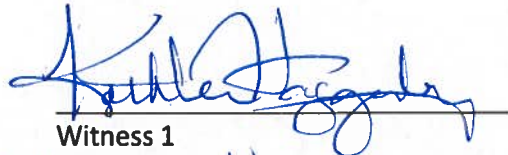
11. Severability. If any part of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's joinder in or execution of this Contract is deemed invalid for any particular

purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and their corporate seals affixed as of the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered
in the presence of:


Witness 1

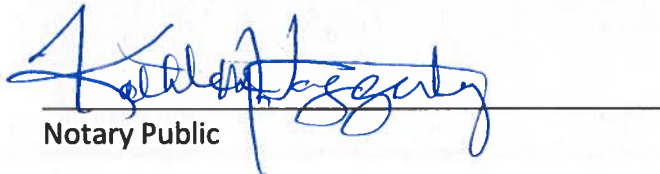
Kathleen Haggerty
Print Name of Witness 1


Witness 2

Frida Garcia
Print Name of Witness 2

**STATE OF FLORIDA
COUNTY OF MIAMI - DADE**

The foregoing instrument was acknowledged before me this 12th day of May, 2026, by Matthew Rieger as Manager of the Special Limited Partner of **HTG Forest Glen Apartments, Ltd., a Florida limited partnership**. Who is [] personally known to me or [] produced _____ as identification.


Notary Public

(SEAL)

DEVELOPER:

HTG FOREST GLEN APARTMENTS, LTD.
a Florida limited partnership

HTG FOREST GLEN, LLC,
a Florida limited liability company,
its Special Limited Partner

By: 
Matthew Rieger, Manager



ATTEST:

CITY OF TITUSVILLE,
A chartered municipal corporation

City Clerk

Tom Abbate, City Manager

(SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by, **Tom Abbate, City Manager** of The City of Titusville, Florida, a chartered municipal Corporation, on behalf of the City. who is [] personally known to me or [] produced _____ as identification.

Notary Public

(SEAL)

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida**

Rachel Sadoff, Clerk

Thad Altman, Chair

(SEAL)

As approved by the Board on _____

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **Thad Altman, Chair of the Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, who is [] personally known to me or [] produced _____ as identification.

Notary Public

(SEAL)

EXHIBIT 1
LEGAL DESCRIPTION FOR "PROPERTY"

BEGIN AT THE NORTHEAST CORNER OF THE RESUBDIVISION OF BAKER'S SUBDIVISION UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 86, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN N02°01'58"W, A DISTANCE OF 5.06 FEET TO THE SOUTHWEST CORNER OF CITRUS HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N15°01'54"W, ALONG THE WEST LINE OF SAID CITRUS HEIGHTS, A DISTANCE OF 115.04 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID CITRUS HEIGHTS, (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1072, PAGE 451, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE S57°58'06"W, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1072, PAGE 451, A DISTANCE OF 26.16 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1072, PAGE 451; THENCE N15°01'54"W, ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1072, PAGE 451, A DISTANCE OF 561.55 FEET TO THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1072, PAGE 451, (SAID LINE ALSO BEING 25.00 FEET WEST OF, AS MEASURED PERPENDICULARLY, THE WEST LINE OF SAID CITRUS HEIGHTS); THENCE N88°06'30"E, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1072, PAGE 451, A DISTANCE OF 25.69 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID CITRUS HEIGHTS, (SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9913, PAGE 776, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE N14°59'47"W, ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9913, PAGE 776 AND THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 46, PAGE 591, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 740.55 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 405, ACCORDING TO THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FOR STATE ROAD NO. 405, SECTION 70160—2503, SHEET 6 OF 10, LAST REVISED DECEMBER 3, 1963; THENCE S87°27'28"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 268.98 FEET TO A POINT OF TANGENCY ACCORDING TO SAID FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FOR STATE ROAD NO. 405 AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2272, PAGE 1009, A DISTANCE OF 1416.52 FEET TO THE NORTH LINE OF SAID RESUBDIVISION OF BAKER'S SUBDIVISION UNIT NO. 1; THENCE S84°14'21"E, ALONG SAID NORTH LINE, A DISTANCE OF 94.62 FEET; THENCE N82°21'19"E, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 277.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

**FLORIDA HOUSING FINANCE CORPORATION
2025 CARRYOVER ALLOCATION AGREEMENT**

EXHIBIT 3

NOTICE OF ASSESSMENT