Notice to Visitors: All persons who desire to speak on any public hearing item must fill out an Oath Card, sign the card, and submit to one of the City Planners. Speakers will be heard in the order received by the Chairman. The applicant may make a brief rebuttal if necessary. Anyone who speaks is considered a witness. If you have photographs, sketches, or other documents, you must provide 9 copies to one of the City Planners for distribution to the board members. These items will be retained by the Board members, City Attorney and City Staff.

Purpose: The purpose of the Planning and Zoning Board is to provide recommendations to City Council about all matters that are development applications or staff initiatives relating to the City’s comprehensive plan, known as the “Horizon 2030 Comprehensive Plan” and the City’s Land Development Regulations found in Subpart B of the Municipal Code of Ordinances.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. MINUTES

   Planning and Zoning Board Meeting of June 9, 2021

5. PRESENTATION – Space Coast Transportation Planning Organization (SCTPO)

   Steven Bostel, Transportation Program Manager will present information on Intelligent Transportation Systems.

6. PUBLIC HEARING(S) –

   a. Large Scale Comprehensive Plan Map Amendment – PMG West Melbourne – (LSA-2021-04) - request to postpone

      Comprehensive Plan Amendment No. 2021-04 (LSA) proposes to amend the City’s Future -Land Use map for 51.38 acres of property from RES-2 and RES-1 (County Residential) to UD-RES (City Urban Density Residential) land use designation.
Applicant: Tara Tedrow, PA, Lowndes Law, agent for PMG West Melbourne
Location: East of the St. Johns Heritage Parkway, south of Space Coast Town Center, west of Brandywine Estates

b. Rezoning – PMG West Melbourne – (REZ-2021-04) – request to postpone

A request to rezone 51.38 acres of property from AU, (County Agricultural Residential Use) to R-3, (City Multiple-Family Dwelling).

Applicant: Tara Tedrow, PA, Lowndes Law, agent for PMG West Melbourne
Location: East of the St. Johns Heritage Parkway, south of Space Coast Town Center, west of Brandywine Estates

c. Development Agreement – Space Coast Town Center Amendment – (GTWY -2021-01)

A request for a revision to the existing Space Coast Town Center development agreement which revises the density/intensity for the Space Coast Town Center project based on inclusion of the recently annexed 44.73 acre property.

Applicant: Ben Hedrick, attorney for Space Coast Town Center
Location: South side of U.S 192, west of I-95 and east of St. Johns Heritage Parkway

The proposed development agreement will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

6. PLANNING DIRECTOR REPORTS

7. BOARD MEMBER REPORTS

8. ADJOURN

All persons wishing to be heard or to have their opinion known should appear in person at these hearings or send written comments to City staff. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City with respect to any matter considered at the public meeting or hearing described in this notice, they will need a record of the proceedings, and for such purpose, said person or party may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Chapter 286, Florida Statutes). In compliance with American with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at 837-7774 at least 48 hours in advance of this meeting.

*NOTICE REGARDING COMMUNICATIONS MEDIA TECHNOLOGY AND PUBLIC PARTICIPATION

NOTICE IS HEREBY GIVEN that the West Melbourne Planning and Zoning Board will hold a public meeting on July 13, 2021, to which all persons are invited. The meeting will be conducted in City Council Chambers at the Veterans Memorial Complex, 2285 Minton Road, West Melbourne, Florida 32904, and by means of communications media technology

While a quorum of the Planning and Zoning Board will be physically present at the meeting, in order to accommodate as many members of the public as possible, and in keeping with Centers for Disease Control social distancing guidelines, some members of the Board may participate in the meeting via communications media technology.

Anyone who wishes to provide public input without personally appearing at the meeting may do so by sending an email to cfischer@westmelbourne.org. Emails must be received prior to 4:00 p.m. on Tuesday, July 13, 2021. All emails will be provided to the Planning and Zoning Board members. Should you wish to have your comment read aloud by City staff at the meeting, please indicate that in your email. The reading of public comments received by email will be limited to three (3) minutes.
1. CALL TO ORDER

Chairman Jaudon called the meeting to order at 6:30 p.m. with the Pledge of Allegiance.

2. PLEDGE OF ALLEIGANCE

3. ROLL CALL

Present:  Chairman Chris Jaudon  
Vice Chair Rob Brothers  
Board Member Paul Bernkopf  
Board Member Jim Liesenfelt  
Board Member Jennifer Spagnoli

Absent:  Board Member Anna Kapnoula  
School Board Appointed Board Member Jennifer Parkerson

Staff present in person:  City Attorney Morris Richardson  
Planning Director Christy Fischer  
Planning Administrative Assistant Diane McConnell

Moved by Board Member Bernkopf, seconded by Vice Chair Brothers to excuse the absence of Board Member Kapnoula. Motion passed, 5-0.

4. MINUTES

Planning and Zoning Board Meeting of May 11, 2021

Moved by Vice Chair Brothers, seconded by Board Member Spagnoli to approve the minutes as written. Motion passed, 6-0.
5. PUBLIC HEARING(S) –

a. Large Scale Comprehensive Plan Map Amendment – PMG West Melbourne – (LSA-2021-04) - request to postpone

Comprehensive Plan Amendment No. 2021-04 (LSA) proposes to amend the City’s Future-Land Use map for 51.38 acres of property from RES-2 and RES-1 (County Residential) to UD-RES (City Urban Density Residential) land use designation.

Applicant: Tara Tedrow, PA, Lowndes Law, agent for PMG West Melbourne
Location: East of the St. Johns Heritage Parkway, south of Space Coast Town Center, west of Brandywine Estates

Planning Director Fischer asked the board to postpone items a, and b to the July 13, 2021 Planning and Zoning Board Meeting.

Moved by Vice Chair Brothers, seconded by Board Member Kapnoula to postpone items a, and b to the July 13, 2021 Planning and Zoning Board Meeting.

b. Rezoning – PMG West Melbourne – (REZ-2021-04) – request to postpone

A request to rezone 51.38 acres of property from AU, (County Agricultural Residential Use) to R-3, (City Multiple-Family Dwelling).

Applicant: Tara Tedrow, PA, Lowndes Law, agent for PMG West Melbourne
Location: East of the St. Johns Heritage Parkway, south of Space Coast Town Center, west of Brandywine Estates

Planning Director Fischer asked the board to postpone items a, and b to the July 13, 2021 Planning and Zoning Board Meeting.

Moved by Vice Chair Brothers, seconded by Board Member Kapnoula to postpone items a, and b to the July 13, 2021 Planning and Zoning Board Meeting.

c. Preliminary Plat – Dunes at Heritage Lakes – (PP-2021-01)

A request for preliminary plat approval for the Dunes at Heritage Lakes subdivision on property located on the west side of I-95, west of Interstate 95 and east of St. Johns Heritage Parkway near the Ellis Road interchange.

Applicant: Scott Glaubitz, PE, BSE Consultants for Brian Davidson of DR Horton, Inc.
Location: West of I-95, east of St. Johns Heritage Parkway, near the Ellis Road interchange

The proposed preliminary plat will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

Planner Curry explained the applicant’s request is for 146 single-family residential lots on 73.66 acres. She talked about the location of the property and the preliminary plat process. She gave a history of the property and went over the features of the plat. She explained to the north is the proposed preliminary plat for St Johns Heritage Lakes North and that prior to the construction of the St Johns Heritage Parkway the only access was from Columbia Lane. Staff is recommending that the developer build a stabilized emergency access to Columbia Lane. She presented the concept plan for the two subdivisions and analysis to show consistency with the LDR’s. She talked about the concurrency analysis and the required outside agency coordination. She recommended the following motion:
Recommend approval of The Dunes preliminary plat with the following conditions:

1. Developer shall finalize construction drawings to comply with City Codes, the conditions of the preliminary plat, and the requirements by outside governmental agencies.
2. Developer must either install a segment of sidewalk along the private road or provide a performance bond, as they determine to meet this requirement.
3. Prior to construction drawing approval, the developer shall request the School Board’s final school capacity determination.
4. REVISED CONDITION PER CITY MANAGER – A traffic study must be submitted and reviewed and accepted by the City before the final plat.
5. Change the name of Lindner Circle to an easier name for address assignment.
6. Include an emergency access easement on Tract MU-4 and on the construction plans, show a stabilized surface from McFarland Drive to Columbia Lane.
7. Coordinate with the City and floodplain agencies to ensure that building floor elevations, drainage and other issues are addressed for those portions of the property that are in the floodzone.
8. Pay the City’s recreation fee with final plat submittal since public land will not be dedicated for a new public park for this subdivision.

Chairman Jaudon opened the public hearing.

Scott Glaubitz, P.E. BSE Consultants spoke about the project. He gave a history of the property when an RV park was proposed and the different proposals for development of the property over the years. He also spoke about how the development of the St. Johns Heritage Parkway has influenced the development plans. He explained they have been going through the process with outside agency coordination/permits for the project and the next step if the preliminary plat is approved would be going through the mechanics of construction drawing approval with the City.

Chairman Jaudon asked for any additional comments from the audience. Seeing none, he closed the public hearing.

Discussion Included:
- Clarification that the project is proposed for single-family residential use only and the property has been zoned for R-2 for some time.
- Location of the closest public park.
- Clarification of existing sidewalks along St. John’s Heritage Parkway and the proposed sidewalks inside the subdivision and the connection of those sidewalks to the existing sidewalks.
- Planning Director Fischer explained the next step in the approval process would be construction drawings review with City staff and then the final plat will come through board approvals but not as a public hearing.
- The access points for the subdivision were built when the Parkway was built.
- The proposed subdivision meets code with 146 units proposed and two access points but staff recommends the construction of a stabilized access to Columbia Lane.

Moved by Vice Chairman Brothers, seconded by Board Member Bernkopf to recommend approval of The Dunes preliminary plat with the following conditions:
1. **Developer shall finalize construction drawings to comply with City Codes, the conditions of the preliminary plat, and the requirements by outside governmental agencies.**

2. **Developer must either install a segment of sidewalk along the private road or provide a performance bond, as they determine to meet this requirement.**

3. **Prior to construction drawing approval, the developer shall request the School Board’s final school capacity determination.**

4. **REVISED CONDITION PER CITY MANAGER – A traffic study must be submitted and reviewed and accepted by the City before the final plat.**

5. **Change the name of Lindner Circle to an easier name for address assignment.**

6. **Include an emergency access easement on Tract MU-4 and on the construction plans, show a stabilized surface from McFarland Drive to Columbia Lane.**

7. **Coordinate with the City and floodplain agencies to ensure that building floor elevations, drainage and other issues are addressed for those portions of the property that are in the floodzone.**

8. **Pay the City’s recreation fee with final plat submittal since public land will not be dedicated for a new public park for this subdivision.**

Motion passed, 6-0.

d. **Preliminary Plat – St. Johns Heritage Lakes North – (PP-2021-02)**

A request for preliminary plat approval for the St. Johns Heritage Lakes North subdivision on property located on the west side of I-95, west of Interstate 95 and east of St. Johns Heritage Parkway near the Ellis Road interchange.

**Applicant:** Scott Glaubitz, PE, BSE Consultants for the Eden Living Development Partners  
**Location:** West of I-95, east of St. Johns Heritage Parkway, near the Ellis road interchange

The proposed preliminary plat will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

Planner Curry presented the staff report and gave the background of the proposed subdivision. She explained seven parcels are proposed on 57.93 acres. The property was rezoned to Gateway Interchange last year from R-2. She explained the features of the proposed plat. She presented analysis to show consistency with the LDR’s. She spoke about concurrency and stated the traffic study must be submitted prior to final plat. She recommended the following motion:

Recommend approval of the St Johns Heritage Lakes North preliminary plat with the following conditions:

1. **Developer will finalize construction drawings to comply with City Codes, the conditions of the preliminary plat, the requirements by outside governmental agencies, and the minimum percentage thresholds required by the Parkway Interchange future land use designation.**

2. **Developer must either install a segment of sidewalk along the private road or provide a performance bond to meet the sidewalk requirement.**

3. **REVISED CONDITION PER CITY MANAGER – A traffic study must be submitted and reviewed and accepted by the City before the final plat.**
4. Prior to the preliminary plat being presented to City Council revise the table in Notes 21 and 22 to indicate both the jurisdictions and their respective designations.

<table>
<thead>
<tr>
<th>Adjacent Zoning</th>
<th>Adjacent Future Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Brevard County AU</td>
<td>North: Brevard County PUB-CONS</td>
</tr>
<tr>
<td>South: City of West Melbourne R-2</td>
<td>South: City of West Melbourne MD-RES</td>
</tr>
<tr>
<td>East: City of West Melbourne M-2 (East of I-95)</td>
<td>East: City of West Melbourne IND</td>
</tr>
<tr>
<td>West: Brevard County AU</td>
<td>West: Brevard County PUB-CONS</td>
</tr>
</tbody>
</table>

5. Prior to the preliminary plat being presented to City Council identify the tract that will contain either the subdivision or apartment complex sign.

6. Pay the City’s recreation fee at the time of final plat since public land will not be dedicated for a new public park for multi-family portion in this subdivision.

7. Coordinate with the City and floodplain agencies to ensure that building floor elevations, drainage and other issues are addressed for those portions of the property that are residential and in the floodzone.

Chairman Jaudon opened the public hearing.

Scott Glaubitz, P.E., BSE Consultants spoke about the proposed mixed use project. He talked about the interconnectivity with the subdivision to the south, the permits, the floodplain information and the requirement for them to design the project for two 100 year back to back storms. He explained there are three access points and there will be internal sidewalks connecting the uses.

Chairman Jaudon asked for any comments from the audience. Seeing none, he closed the public hearing.

Discussion Included:
- General discussion about the mix of uses.
- Multi-family portion proposed to be gated.
- Multi-family is a rental community with single-family types of homes.
- The possibility for a pedestrian path/sidewalk to be located by the proposed lake for the residents to walk on to get to the commercial areas along the St. John’s Heritage Parkway. The developer has not considered a pedestrian sidewalk by the lake since the lake will not be fenced and all the internal sidewalks along the roadways will lead to the commercial areas but can reconsider if desired.

Moved by Board Member Spagnoli, seconded by Board Member Kapnoula to recommend approval of the St Johns Heritage Lakes North preliminary plat to City Council with the following conditions:

1. Developer will finalize construction drawings to comply with City Codes, the conditions of the preliminary plat, the requirements by outside governmental agencies, and the minimum percentage thresholds required by the Parkway Interchange future land use designation.
2. Developer must either install a segment of sidewalk along the private road or provide a performance bond to meet the sidewalk requirement.
3. **REVISED CONDITION PER CITY MANAGER** – A traffic study must be submitted and reviewed and accepted by the City before the final plat.
4. Prior to the preliminary plat being presented to City Council revise the table in Notes 21 and 22 to indicate both the jurisdictions and their respective designations.

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<td>East: City of West Melbourne IND</td>
</tr>
<tr>
<td>West: Brevard County AU</td>
<td>West: Brevard County PUB-CONS</td>
</tr>
</tbody>
</table>

5. Prior to the preliminary plat being presented to City Council identify the tract that will contain either the subdivision or apartment complex sign.

6. Pay the City’s recreation fee at the time of final plat since public land will not be dedicated for a new public park for multi-family portion in this subdivision.

7. Coordinate with the City and floodplain agencies to ensure that building floor elevations, drainage and other issues are addressed for those portions of the property that are residential and in the floodzone.

Motion passed, 6-0.

Moved by Board Member Liesenfelt to recommend the developer reconsider a pedestrian sidewalk along the proposed lake leading to the commercial areas from the single-family subdivision. Motion failed for lack of a second.

e. Development Agreement – Epoch Multi-Family – (DA -2021-03)

A request for development agreement approval which limits the density the for Epoch Multi-Family project located on the east side of Minton Road just south of the Interstate 95 overpass.

Applicant: Jake Wise, PE, Construction Engineering Group for Epoch Properties, Inc.

Location: East side of Minton Road just south of the I-95 overpass

The proposed development agreement will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

Planning Director Fischer presented the staff report. She talked about the applicant, the previous rezoning and future land use amendment dealing with the Matthews property and explained this agreement pertains to the development of the Matthews property and the undeveloped portion of Promise property and indicated the properties on a map. The development will be for market rate apartments on 14.69 acres and will limit the density and provide for enhanced landscaping.

She explained the development agreement provides the public with assurances that added features of the development will be compatible with the surrounding area. She added the owner commits to limit the density to 280 apartments instead of 284 units across the entire 14.69 acres and will plant new trees along Norfolk Parkway as a continuation of the landscaping from the Sawgrass Lakes portion of Norfolk Parkway. Other features of the development agreement include architectural, maintenance of the newly planted trees and road improvements, more particularly the design of the Minton right in/right out driveway and the southernmost driveway and stub out to the property at the corner of Norfolk Parkway and Minton Road.
She presented analysis to show consistency with Comprehensive Plan policies and the land development regulations. She concluded the development agreement is consistent with the intent of density limits and a cap on the quantity of apartments as well as commitment in advance for design and landscaping along the developer’s portion of property along Norfolk Parkway.

She recommended the following motion: Recommend to City Council approval of the Epoch apartments development agreement which is compliant with the City’s Land Development Regulations and Comprehensive Plan, and responds to Council’s request for a density cap and Norfolk Parkway landscaping.

Chairman Jaudon opened the public hearing.

Jake Wise, P.E, Construction Engineering Group spoke about the development agreement stating it is an infill project and they are partnering with Promise to develop the site. The project will have the convenience of being close to Hammock Landing and other shopping as well. He stated the developer has agreed to enhance the landscaping along Norfolk Parkway, city right-of-way. He added this has been a multi-step process that has been leading up to the development of this project with wetlands being involved and waterlines being stubbed out along with gravity sewer. He said there is high demand for multi-family right now and the project is compatible with the surrounding area. He talked about the interconnectivity with Promise leading out to Norfolk Parkway and the right in right out only access on Minton Road.

Chairman Jaudon asked for any additional comments from the audience. Seeing none, he closed the public hearing.

Moved by Board Member Bernkopf, seconded by Board Member Kapnoula to recommend to City Council approval of the Epoch apartments development agreement which is compliant with the City’s Land Development Regulations and Comprehensive Plan, and responds to Council’s request for a density cap and Norfolk Parkway landscaping. Motion passed 6-0.

**f. Development Agreement – Space Coast Business Center – (DA -2021-04)**

A request for development agreement approval which limits the density/intensity for the Space Coast Business Center project located on the north side of U.S. 192, west of Interstate 95, and east of St. Johns Heritage Parkway.

*Applicant: Robert Robb, PE, Robb & Taylor Engineering for Acquest Development, LLC*

*Location: North side of U.S 192, west of I-95 and east of St. Johns Heritage Parkway*

The proposed development agreement will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

Planning Director Fischer presented the staff report. She talked about the applicant, the location, size and reasons for the agreement is to keep the option of multi-family development available by putting density limits on the development. She explained the zoning allows mixed use on this site so the development agreement limits the density of multi-family possible to a total of 184 dwelling units and age restrictions on occupancy of rental units. She described the limits with both the multi-family density and non-residential intensity limits as well as the utilities, architecture, fire protection and duration sections of the agreement.
She presented analysis to show consistency with Comprehensive Plan policies and the land development regulations. She summarized the development agreement is consistent with the comprehensive plan, the land development regulations and with the intent of density limits and a cap on the quantity of apartments as well as commitments in advance for design. She recommended the following motion: Recommend to City Council to approve the Acquest development agreement which is compliant with the City’s Land Development Regulations and Comprehensive Plan, and responds to Council’s request for a density cap and age restrictions on occupancy of rental units.

Chairman Jaudon opened the public hearing and asked for any comments from the audience. Seeing none, he closed the public hearing.

Discussion Included:
- The developer has proposed alternate language in regards to describing the metal material for the buildings in the architecture section. Planning Director Fischer stated that staff could work with the developer to finalize the language.

Moved by Board Member Brothers, seconded by Board Member Kapnoula to recommend to City Council to approve the Acquest development agreement which is compliant with the City’s Land Development Regulations and Comprehensive Plan, and responds to Council’s request for a density cap and age restrictions on occupancy of rental units and to finalize the language to describe the metal for the buildings that is acceptable with staff. Motion passed, 6–0.

6. Code Amendments to the Land Development Regulations

a. Stormwater Discharge Control

A proposed code amendment to establish methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

Applicant: City of West Melbourne
Location: Citywide

The proposed code changes will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

City Attorney Richardson presented the proposed code amendment which includes the requirements of NPDES permit process to manage runoff administered by Florida Department of Environmental Protection (FDEP). He also stated it is a requirement and must be adopted.

Discussion included:
- Ordinance No. 2021-16, Page 2, Clarification
- Ordinance No. 2021-16, Page 9, Fine schedule – City Attorney Richardson explained the fines/fees should remain flexible.
b. Initial Site Plan Board Review Process

A proposed code amendment to provide for City Council review of, and action on, certain conceptual and initial site plans.

Applicant:  City of West Melbourne
Location:  Initial Site Plans for properties requiring public hearings

The proposed code changes will be acted upon by City Council with a recommendation from the Planning and Zoning Board.

City Attorney Richardson gave a brief history of the 2007 Charter Amendments and the subsequent 2008 and 2009 code changes which changed the site plan review process. He explained one of those changes was to have the Planning and Zoning Board have final approval on certain small subdivisions but was later determined that City Council must have final approval instead so the reference is being removed and that part is just clean up that needs to be done. He stated the changes in 2008 were intended to reduce the number of City Council review items, but at a recent City Council meeting, the subject of bringing the site plan review and approval process back to City Council came up and he was directed to draft an ordinance to bring back to City Council for review.

Discussion Included:

• Planning Director Fischer was asked what the impact to staff would be to bring back the review and approval for site plans back to City Council. She responded either way is doable, as the amount of staff reports would be the same but it would add time onto the process which may affect “shot clock” deadlines imposed by the state of Florida that must be met.
• Whether the changes would change the quasi-judicial duties as a recommending body. City Attorney Richardson explained the Planning and Zoning Board would not have final approval of certain site plans and those certain site plans would be required to go to City Council for final approval. Board Member Liesenfelt stated he would prefer the final decision/approval be on an elected official.
• Board Member Brothers expressed concern for increased time and cost for reviews.
• Whether the City is comparable to other municipalities in Brevard County in their review processes. There was a brief discussion on other municipalities and which had some acreage thresholds on when the review would go to City Council. After discussion, the Board Members suggested that City Council might consider increasing the acreage thresholds.

Moved by Board Member Liesenfelt, seconded by Board Member Spagnoli to recommend City Council amend Sec. 66-157 to eliminate the obsolete reference to Planning and Zoning Board Action on certain small subdivision plans. Motion passed, 6-0.

Moved by Board Member Liesenfelt, seconded by Board Member Kapnoula to recommend City Council approve the remainder of Ordinance 2021-17, but Council consider the time, cost, and effect to applicants and staff prior to adoption.

Roll Call vote:
Chairman Jaudon aye
Vice Chair Brothers nay
Board Member Spagnoli aye
Board Member Bernkopf aye
Board Member Kapnoula aye
Board Member Liesenfelt aye

Motion passed, 5-1.

7. PLANNING DIRECTOR REPORTS

Planning Director Fischer advised there would be a Planning and Zoning Board meeting on July 13th.

8. BOARD MEMBER REPORTS

There was some discussion among the board on the development future of the City.

9. ADJOURN

Chairman Jaudon adjourned the meeting at 8:56 p.m.

Chairman Chris Jaudon

Denise Curry, Planner
Space Coast Transportation Planning Organization - Intelligent Transportation System proposed improvement map
STOP ON RED POP-UP EVENT

August 3, 2021 | 9:00 AM
Eau Gallie Blvd. & Wickham Rd. Intersection

VOLUNTEERS NEEDED!
Please email kim.smith@brevardfl.gov
### 2021 Space Coast Transportation Planning Organization's Ranking of Projects by Type

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Type</th>
<th>Jurisdiction</th>
<th>Maintaining Agency</th>
<th>Corridor</th>
<th>Start</th>
<th>End</th>
<th>Description</th>
<th>Project Cost</th>
<th>Level of maintenance</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>106</td>
<td>ATMS</td>
<td>Melbourne, Brevard County</td>
<td>Melbourne, Brevard County, FDOT</td>
<td>US 1</td>
<td>SR 514 (Malabar Rd)</td>
<td>A1A</td>
<td>Approx. 11.5 miles of fiber work (Optional wireless communication across bridges), 24 traffic controllers (1 controller per signalized intersection) adaptive traffic signal control optional, 12 CCTV cameras (full coverage of corridor), 6 DMS (1 EB and 1 WB on each corridor), 24 RSU (1 at each intersection), 8 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 6,714,045</td>
<td>High</td>
<td>0-5</td>
</tr>
<tr>
<td>114</td>
<td>ATMS</td>
<td>Melbourne, Palm Bay</td>
<td>Melbourne, Palm Bay, FDOT</td>
<td>US 1</td>
<td>SR 514 (Malabar Rd)</td>
<td>E University Blvd</td>
<td>Approx. 7.5 miles of fiber work, 6 traffic controllers (1 controller per signalized intersection) adaptive traffic signal control optional, 4 CCTV cameras (full coverage of corridor), 2 DMS (one north and south of SR 500/US 192), 6 RSU (1 at each intersection), 4 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 2,423,184</td>
<td>Medium</td>
<td>0-5</td>
</tr>
<tr>
<td>107</td>
<td>ATMS</td>
<td>Satellite Beach, Indian Harbor Beach, County, Indiantantic</td>
<td>Melbourne, Brevard County, FDOT</td>
<td>SR A1A</td>
<td>US 192</td>
<td>SR 404 (Pineda Cswy)</td>
<td>Approx. 9 miles of fiber work, 35 traffic controllers (1 controller per signalized intersection and midblock pedestrian crossings) adaptive traffic signal control optional, 16 CCTV cameras (full coverage of corridor), 6 DMS (1 NB and 1 SB before each intersection with SR 404, SR 508 and SR 500), 35 RSU (1 at each intersection), 8 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 8,330,378</td>
<td>High</td>
<td>0-5</td>
</tr>
<tr>
<td>113</td>
<td>ATMS</td>
<td>Titusville, Brevard County</td>
<td>Brevard County, Titusville, FDOT</td>
<td>US 1</td>
<td>SR 406 (Garden St)</td>
<td>SR 46 (Main St)</td>
<td>Approx. 4.4 miles of fiber work, 5 traffic controllers (1 controller per signalized intersection) adaptive traffic signal control optional, 3 CCTV cameras (full coverage of corridor), 1 DMS (on the north of SR 406 (Garden St)), 9 RSU (1 at each intersection), 2 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,563,545</td>
<td>Medium</td>
<td>0-5</td>
</tr>
<tr>
<td>105</td>
<td>ATMS</td>
<td>Titusville, Brevard County</td>
<td>Titusville, Brevard County, FDOT</td>
<td>US 1</td>
<td>Camp Rd</td>
<td>SR 406 (Garden St)</td>
<td>Approx. 12.1 miles of fiber work, 18 traffic controllers (1 controller per signalized intersection) adaptive traffic signal control optional, 9 CCTV Cameras (full coverage of corridor), 2 DMS (1 NB and 1 SB on US 1), 18 RSU (1 at each intersection), 6 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 4,643,412</td>
<td>High</td>
<td>0-5</td>
</tr>
<tr>
<td>121</td>
<td>ATMS</td>
<td>Brevard County</td>
<td>Brevard County</td>
<td>Grissom Parkway, Industry Rd</td>
<td></td>
<td></td>
<td>Approx. 6.3 miles of fiber work, 4 traffic controllers (1 controller per signalized intersection) adaptive signal control optional, 2 CCTV (Full coverage of corridors), 4 RSU (1 at each intersection), 2 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,915,656</td>
<td>Medium</td>
<td>5-10</td>
</tr>
</tbody>
</table>
**ATMS Projects**

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Type</th>
<th>Jurisdiction</th>
<th>Maintaining Agency</th>
<th>Corridor</th>
<th>Start</th>
<th>End</th>
<th>Description</th>
<th>Project Cost</th>
<th>O &amp; M</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>122</td>
<td>ATMS</td>
<td>Brevard County</td>
<td>Brevard County</td>
<td>Fay Blvd</td>
<td>Homestead Ave</td>
<td>US1</td>
<td>Approx. 3.7 miles of fiber work, 5 traffic controllers (1 controller per signalized intersection) adaptive signal control optional, 2 CCTVs (Full coverage of corridor), 5 RSU (1 at each intersection), 1 MVOS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$1,077,941</td>
<td>Medium</td>
<td>5-10</td>
</tr>
<tr>
<td>112</td>
<td>ATMS</td>
<td>Brevard County, Palm Shores, Melbourne Village, West Melbourne</td>
<td>Brevard County, Melbourne</td>
<td>Wickham Rd</td>
<td>Minton Road</td>
<td>Suntree Blvd</td>
<td>Approx. 5.5 miles of fiber work, 35 traffic controllers (1 controller per signalized intersection) adaptive traffic signal control optional, 18 CCTV cameras (Full coverage of corridor), 6 OMS (one north and south of each major intersection w/ bridge (SR 507, SR 518, SR 404), 35 RSU (1 at each intersection), 10 MVOS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$8,284,881</td>
<td>High</td>
<td>5-10</td>
</tr>
<tr>
<td>116</td>
<td>ATMS</td>
<td>Melbourne</td>
<td>Melbourne</td>
<td>Post Rd</td>
<td>Wickham Rd</td>
<td>US1</td>
<td>Approx. 1.6 miles of fiber work, 5 traffic controllers (1 controller per signalized intersection) adaptive signal control optional, 2 CCTV (Full coverage of corridor), 5 RSU (1 at each intersection), 1 MVOS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$859,185</td>
<td>Medium</td>
<td>5-10</td>
</tr>
<tr>
<td>117</td>
<td>ATMS</td>
<td>Melbourne</td>
<td>Melbourne</td>
<td>Parkway Drive</td>
<td>Wickham Rd</td>
<td>US1</td>
<td>Approx. 1.9 miles of fiber work, 4 traffic controllers (1 controller per signalized intersection) adaptive signal control optional, 2 CCTV (Full coverage of corridor), 4 RSU (1 at each intersection), 1 MVOS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$797,714</td>
<td>Medium</td>
<td>5-10</td>
</tr>
<tr>
<td>118</td>
<td>ATMS</td>
<td>Melbourne</td>
<td>Melbourne</td>
<td>Lake Washington Rd</td>
<td>Wickham Rd</td>
<td>US1</td>
<td>Approx. 2.1 miles of fiber work, 4 traffic controller (1 controller per signalized intersection) adaptive signal control optional, 2 CCTV (Full coverage of corridor), 4 RSU (1 at each intersection), 1 MVOS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$829,356</td>
<td>Medium</td>
<td>5-10</td>
</tr>
<tr>
<td>108</td>
<td>ATMS</td>
<td>Melbourne, Palm Bay, Malabar</td>
<td>Palm Bay, FDOT</td>
<td>SR 507 (Babcock)</td>
<td>Malabar Rd</td>
<td>Palm Bay Rd</td>
<td>US 1</td>
<td>Approx. 11.0 miles of fiber work, 16 traffic controllers (1 controller per signalized intersection) adaptive traffic signal control optional, 8 CCTV cameras (Full coverage of corridor), 4 OMS (on either side of intersections approaching I-95), 16 RSU (1 at each intersection), 6 MVOS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$4,785,503</td>
<td>High</td>
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</table>

The arrows next to specific rows are used to point to the projects that impact West Melbourne.

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**6/9/2021**
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Type</th>
<th>Jurisdiction</th>
<th>Maintaining Agency</th>
<th>Corridor</th>
<th>Start</th>
<th>End</th>
<th>Description</th>
<th>Project Cost</th>
<th>G &amp; M</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>110</td>
<td>ATMS</td>
<td>Rockledge, Brevard County</td>
<td>Rockledge, County</td>
<td>Rockledge Loop</td>
<td>Judge Fran Jamieson Way</td>
<td>Barton Blvd, Wickham Rd, Barnes Blvd</td>
<td>Approx. 15 miles of fiber work, 13 traffic controllers (1 controller per signalized intersection), adaptive traffic signal control optional, 7 CCTV cameras (full coverage of corridor), 2 DMS (on either side of intersections with I-95), 13 RSU (1 at each intersection), 6 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 4,362,809</td>
<td>High</td>
<td>5-10</td>
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<tr>
<td>104</td>
<td>ATMS</td>
<td>Titusville</td>
<td>Titusville, FOOT</td>
<td>SR 50</td>
<td>South Street</td>
<td>US 1 (Washington Ave)</td>
<td>Approx. 3 miles of fiber work, 7 traffic controllers (1 controller per signalized intersection), adaptive traffic signal control optional, 3 CCTV Cameras (full coverage of corridor), 2 DMS (1 EB and 1 WB on SR 50), 7 RSU (1 at each intersection), 2 MVDS (at locations with major traffic changes to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,823,992</td>
<td>Medium</td>
<td>5-10</td>
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<tr>
<td>119</td>
<td>ATMS</td>
<td>West Melbourne</td>
<td>Brevard County</td>
<td>Hollywood Blvd</td>
<td>Palm Bay Rd</td>
<td>US 192</td>
<td>Approx. 3.2 miles of fiber work, 8 traffic controllers (1 controller per signalized intersection), adaptive signal control optional, 4 CCTVs (Full coverage of corridors), 8 RSU (1 at each intersection), 2 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,500,500</td>
<td>Medium</td>
<td>5-10</td>
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<tr>
<td>120</td>
<td>ATMS</td>
<td>West Melbourne, Melbourne</td>
<td>Brevard County</td>
<td>Dairy Rd</td>
<td>Palm Bay Rd</td>
<td>US 192</td>
<td>Approx. 3 miles of fiber work, 5 traffic controllers (1 controller per signalized intersection), adaptive signal control optional, 2 CCTVs (Full coverage of corridors), 5 RSU (1 at each intersection), 1 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,003,509</td>
<td>Medium</td>
<td>5-10</td>
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<tr>
<td>123</td>
<td>ATMS</td>
<td>Palm Bay</td>
<td>Brevard County</td>
<td>Malabar Rd</td>
<td>St John's Heritage Parkway</td>
<td>Minton Rd</td>
<td>Approx. 4.9 miles of fiber work, 5 traffic controllers (1 controller per signalized intersection), 2 CCTVs (Full coverage of corridors), 5 RSU (1 at each intersection), 2 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,238,894</td>
<td>Medium</td>
<td>10+</td>
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<tr>
<td>124</td>
<td>ATMS</td>
<td>Palm Bay</td>
<td>Palm Bay</td>
<td>Emerson Drive</td>
<td>Degroodt Rd</td>
<td>Malabar Rd</td>
<td>Approx. 5.8 miles of fiber work, 7 traffic controllers (1 controller per signalized intersection), 3 CCTVs (Full coverage of corridors), 7 RSU (1 at each intersection), 2 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$ 1,540,327</td>
<td>Medium</td>
<td>10+</td>
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<tr>
<td>Project Number</td>
<td>Project Type</td>
<td>Jurisdiction</td>
<td>Maintaining Agency</td>
<td>Corridor</td>
<td>Start</td>
<td>End</td>
<td>Description</td>
<td>Project Cost</td>
<td>Level of maintenance</td>
<td>Timing</td>
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<tr>
<td>125</td>
<td>ATMS</td>
<td>Palm Bay</td>
<td>Palm Bay</td>
<td>St John's Heritage Parkway</td>
<td>Interchange</td>
<td>Maraloma On South Babcock St</td>
<td>Approx. 2.5 miles of fiber work, 3 traffic controllers (1 controller per signalized intersection), 2 CCTVs (Full coverage of corridors), 3 RSUs (1 at each intersection), 2 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$836,457</td>
<td>Low</td>
<td>10+</td>
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<tr>
<td>126</td>
<td>ATMS</td>
<td>Palm Bay</td>
<td>Palm Bay</td>
<td>San Filippo Drive</td>
<td>Cogan Dr</td>
<td>Malabar Rd</td>
<td>Approx. 5.75 miles of fiber work, 7 traffic controllers (1 controller per signalized intersection), 3 CCTVs (Full coverage of corridors), 7 RSUs (1 at each intersection), 2 MVDS (to provide a complete understanding of travel direction, speed and volume)</td>
<td>$1,658,986</td>
<td>Medium</td>
<td>10+</td>
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<tr>
<td>Project Number</td>
<td>Project Type</td>
<td>Jurisdiction</td>
<td>Maintaining Agency</td>
<td>Corridor</td>
<td>Start</td>
<td>End</td>
<td>Description</td>
<td>Project Cost</td>
<td>Level of maintenance</td>
<td>Timing</td>
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<tr>
<td>192</td>
<td>ATMS • evacuation</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>SR 3 (Courtenay Pkwy)</td>
<td>SR 405 (NASA Pkwy)</td>
<td>Approx. 11.3 miles of fiber, 9 traffic controllers (1 controller per signalized intersection), 9 CCTV (for corridor coverage), 2 DMS (for traveler information 1 NB, 1 SB), 3 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems) and 13 Blankout signs, 5 ITS cabinet assemblies w/ in-cabinet hardware for Event Management way-finding.</td>
<td>$3,825,140</td>
<td>High</td>
<td>0.5</td>
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<tr>
<td>191</td>
<td>ATMS • evacuation</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>SR 46</td>
<td>Brevard-Seminole County Line</td>
<td>Carpenter Rd</td>
<td>Approx. 5.7 miles of fiber, 3 CCTV (for corridor coverage), 2 DMS (for traveler information 1 WB, 1 EB), 2 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems).</td>
<td>$1,393,856</td>
<td>Low</td>
<td>5-10</td>
</tr>
<tr>
<td>193</td>
<td>ATMS • evacuation</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>SR 528 (Beachline Expwy)</td>
<td>SR 528 County Line</td>
<td>Utilize ex. FDOT fiber optic communications, CCTV cameras, DMS. Add 2 CCTV cameras (supplement coverage on west end), 2 MVDS (provide real-time traffic data), 1 DMS (provide traveler information WB)</td>
<td>$575,554</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>194</td>
<td>ATMS • evacuation</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>SR 520</td>
<td>Brevard-Orange County Line</td>
<td>I-95</td>
<td>Approx. 4.8 miles of fiber, 1 traffic controller (1 controller per signalized intersection), 3 CCTV (for corridor coverage), 2 DMS (for traveler information 1 NB, 1 SB), 1 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems).</td>
<td>$1,478,839</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>195</td>
<td>ATMS • evacuation</td>
<td>Indialantic, Melbourne Beach, County</td>
<td>Brevard County, Melbourne, FDOT</td>
<td>SR A1A</td>
<td>Brevard-Indian River County Line</td>
<td>US 192</td>
<td>Approx. 17.8 miles of fiber, 1 traffic controller (1 controller per signalized intersection), 10 CCTV (for corridor coverage), 2 DMS (for traveler information 1 NB, 1 SB), 4 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems).</td>
<td>$3,467,657</td>
<td>Medium</td>
<td>5-10</td>
</tr>
<tr>
<td>196</td>
<td>ATMS • evacuation</td>
<td>Melbourne, Palm Bay, Malabar, Grant-Valkaria, County</td>
<td>Brevard County, Melbourne, Palm Bay, FDOT</td>
<td>US 1</td>
<td>Brevard-Indian River County Line</td>
<td>Malabar Rd</td>
<td>Approx. 11.2 miles of fiber, 2 traffic controllers (1 controller per signalized intersection), 6 CCTV (for corridor coverage), 2 DMS (for traveler information 1 NB, 1 SB), 3 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems).</td>
<td>$2,614,534</td>
<td>Medium</td>
<td>10+</td>
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<tr>
<td>197</td>
<td>ATMS - evacuation</td>
<td>Palm Bay, Brevard County</td>
<td>Palm Bay, Brevard County</td>
<td>Babcock St</td>
<td>Brevard-Indian River County Line</td>
<td>SR 514 (Malabar Rd)</td>
<td>Approx. 12.2 miles of fiber, 2 traffic controller (1 controller per signalized intersection), 6 CCTV (for corridor coverage), 2 DMS (for traveler information 1 NB, 1 SB), 6 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems).</td>
<td>$2,787,372</td>
<td>Medium</td>
<td>10+</td>
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<tr>
<td>198</td>
<td>ATMS - evacuation</td>
<td>Palm Bay, Brevard County</td>
<td>Brevard County, Palm Bay</td>
<td>Mecco Rd</td>
<td>Babcock St</td>
<td>US 1</td>
<td>Approx. 7.7 miles of fiber, 1 traffic controller (1 controller per signalized intersection), 3 CCTV (for corridor coverage), 2 DMS (for traveler information 1 EB, 1 WB), 2 MVDS (real-time traffic data), and network communications (fiber could be substituted w/ wireless point-to-point, cellular modems).</td>
<td>$1,878,339</td>
<td>Medium</td>
<td>10+</td>
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</tbody>
</table>
## Space Coast TPO ITS Master Plan Proposed Project List

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Type</th>
<th>Jurisdiction</th>
<th>Maintaining Agency</th>
<th>Corridor</th>
<th>Location</th>
<th>End Description</th>
<th>Project Cost</th>
<th>Level of Maintenance</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Interstate</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ Wickham Road</td>
<td>2 RIS at NB and SB on-ramps, 1 Queue Warning System for NB off-ramp; inclusive of MVOS, CCTV, cabinet assembly and upstream flashing beacons, 2 WWOS upstream for NB and SB off-ramps, Controller modifications at two signalled intersections, Approx. 0.25 miles of mono fiber optic work for network connection.</td>
<td>$1,038,421</td>
<td>Medium</td>
<td>0-5</td>
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<tr>
<td>205</td>
<td>Interstate</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ SR 407 (Challenger Memorial Highway) Exit 210</td>
<td>2 WWOS, Wireless communications (X2), Investigate Automated Truck Warning System for loop ramps</td>
<td>$550,761</td>
<td>Low</td>
<td>0-5</td>
</tr>
<tr>
<td>202</td>
<td>Interstate</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ SR 45 (Main St.), Exit 233</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
</tr>
<tr>
<td>206</td>
<td>Interstate</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ Port John Expressway Exit 208</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>210</td>
<td>Interstate</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ SR 404 (Pineda Causeway) Exit 188</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<td>215</td>
<td>Interstate</td>
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<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ Viera Boulevard (Exit 193)</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>216</td>
<td>Interstate</td>
<td>Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ St Johns Heritage Pkwy</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>10+</td>
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<td>207</td>
<td>Interstate</td>
<td>Cocoa, Brevard County</td>
<td>Cocoa Beach, FDOT</td>
<td>I-95</td>
<td>@ SR 524, Exit 202</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>208</td>
<td>Interstate</td>
<td>Cocoa, Brevard County</td>
<td>Cocoa Beach, FDOT</td>
<td>I-95</td>
<td>@ SR 520, Exit 201</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<td>212</td>
<td>Interstate</td>
<td>Melbourne</td>
<td>West Melbourne, FDOT</td>
<td>I-95</td>
<td>@ US 192 (New Haven Ave) Exit 180</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>0-5</td>
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<tr>
<td>211</td>
<td>Interstate</td>
<td>Melbourne</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ SR 518 (Eau Gallie Blvd) Exit 183</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>214</td>
<td>Interstate</td>
<td>Palm Bay</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ SR 514 (Malabar Rd) Exit 173</td>
<td>2 WWOS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>209</td>
<td>Interstate</td>
<td>Rockledge, Brevard County</td>
<td>Brevard County, FDOT</td>
<td>I-95</td>
<td>@ SR 519 (Fake Rd) Exit 195</td>
<td>2 WWOS, Wireless communications (X2), Investigate Automated Truck Warning System for loop ramps</td>
<td>$550,761</td>
<td>Low</td>
<td>0-5</td>
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</tbody>
</table>

6/9/2021
<table>
<thead>
<tr>
<th>#</th>
<th>Interstate</th>
<th>Location</th>
<th>County</th>
<th>Exit</th>
<th>Work Description</th>
<th>Cost</th>
<th>Grade</th>
<th>Time</th>
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<tbody>
<tr>
<td>203</td>
<td>Interstate</td>
<td>Titusville, FDOT</td>
<td>Brevard County</td>
<td>220</td>
<td>2 WWDS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<tr>
<td>204</td>
<td>Interstate</td>
<td>Titusville</td>
<td>Brevard County</td>
<td>215</td>
<td>2 WWDS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<td>213</td>
<td>Interstate</td>
<td>West Melbourne,</td>
<td>Brevard County</td>
<td>176</td>
<td>2 WWDS, 0.25 miles of fiber work</td>
<td>$289,663</td>
<td>Low</td>
<td>5-10</td>
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<td>#</td>
<td>Location</td>
<td>County</td>
<td>Route</td>
<td>Intersection</td>
<td>Vehicle Type</td>
<td>Traffic Count</td>
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<tr>
<td>309</td>
<td>Vehicle, Signalized</td>
<td>Brevard County</td>
<td>SR 320</td>
<td>@ SR 31 (Courtenay Parkway)</td>
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<td>SR 518</td>
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<td>Kit A</td>
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Space Coast TPO ITS Master Plan Proposed Project List

### Intersection Safety Projects

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Type</th>
<th>Jurisdiction</th>
<th>Maintaining Agency</th>
<th>Maintaining Agency</th>
<th>Corridor</th>
<th>Location / Start</th>
<th>Description</th>
<th>Project Cost</th>
<th>O&amp;M</th>
<th>Timing</th>
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<td>US 1</td>
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<td>US 1</td>
<td>@ SR 520</td>
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<td>Low</td>
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<td>End</td>
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<td>Project Cost</td>
<td>O &amp; M</td>
<td>Timing</td>
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<td>403</td>
<td>Event Management Pkg</td>
<td>Cape Canaveral, County, Cocoa Beach</td>
<td>FDOT</td>
<td>SR 528</td>
<td>W of I-95</td>
<td>SR A1A</td>
<td>6 Blankout signs, 4 ITS cabinet assemblies w/in-cabinet hardware, Approx. 1 mile of fiber optic communication</td>
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<td>SR A1A</td>
<td>14 Blankout signs, 6 ITS cabinet assemblies w/in-cabinet hardware, Approx. 2.5 miles of fiber optic communication</td>
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<td>11 Blankout signs, 6 ITS cabinet assemblies w/in-cabinet hardware, Approx. .75 miles of fiber optic communication</td>
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<td>US 192</td>
<td>Ellis Rd</td>
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<td>5 Blankout signs, 2 ITS cabinets w/in-cabinet hardware, approx. 1.75 miles of fiber optic communications, 1 MVDS (for real-time traffic data), 2 CCTV cameras</td>
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<td>Ellis Rd</td>
<td>I-95</td>
<td>Wickham Rd</td>
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<td>O &amp; M Level</td>
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<td>South Patrick Residents Association Park</td>
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<td>City of Melbourne City Hall</td>
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<tr>
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<td>Marina Park</td>
<td>Launch</td>
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<td>Launch</td>
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</table>
The applicant’s representative once again requested that the large scale comprehensive plan map amendment and rezoning listed on the agenda for PMG West Melbourne be postponed until August 11, 2021 to have more time to re-submit conceptual plans for the public hearings. Since the two agenda items, comprehensive plan amendment and rezoning, were advertised as a public hearing, the Planning and Zoning Board must make a motion to postpone the agenda item until August 11, 2021.

The applicant’s representative is aware that they will have to pay for the cost of the new legal advertisement since this is the third postponement.

**Staff’s recommended motion is:**

Postpone the PMG West Melbourne’s proposed comprehensive plan map amendment and rezoning public hearings to the August 11, 2021 Planning and Zoning Board meeting.

Email attachment
Christy, FYI, we are not ready to resubmit our site plans so we will not be trying to make the July planning agenda. We should be ready to submit soon to make the one in August, however. We should have the final data to fill in the school board application at that time.

Thanks!!

Tara Tedrow
Shareholder & Chair, Cannabis and Controlled Substances Group
Tara.Tedrow@lowndes-law.com | D: 407.418.6361 | Ext: 1361

Christy Fischer
Director, Planning & Economic Development
City of West Melbourne
2240 Minton Road
West Melbourne, FL 32904
Phone: 321-837-7778
Fax: 321-768-2390
Hi Christy-

Would you please let us know the turnaround time for the school analysis? Thank you.

Kathryn Smith  
Paralegal  
215 N. Eola Dr. | Orlando, FL 32801  
Kathryn.Smith@lowndes-law.com | D: 407.418.6381 | Ext: 1381

Hi Christy-

Attached is a copy of the submittal we are overnighting to you for the School Board analysis. Please let us know if you have any questions or need additional information. Thank you.

Kathryn Smith  
Paralegal  
215 N. Eola Dr. | Orlando, FL 32801  
Kathryn.Smith@lowndes-law.com | D: 407.418.6381 | Ext: 1381
Hello Kathryn

You all must submit the original to the City, we fill out page 3 and then we hand deliver to the School Board. The protocol is not to have you all submit the document on your own to the School Board, but rather for the City to interact with the School Board per our ILA (interlocal agreement)

Thanks.

Once we receive the document, we'll process it.

Sincerely,

Christy Fischer
Director, Planning & Economic Development
City of West Melbourne
2240 Minton Road
West Melbourne, FL 32904
Phone: 321-837-7778
Fax: 321-768-2390
www.westmelbourne.org

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Hi Christy-

Can we get City sign off on page 3 of the attached? Thank you.

Kathryn Smith
Paralegal
215 N. Eola Dr. | Orlando, FL 32801
D: 407.418.6381 | P: 407.843.4600 | Ext: 1381
Email | Website

LOCAL ROOTS. BROAD REACH. SM

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[v4.30]
the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

[v4.30]

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[v4.30]
To: Honorable Members of the West Melbourne Planning & Zoning Board

Through: Christy Fischer, AICP, Planning Director

From: Denise Curry, Planner

Date: July 13, 2021

SUBJECT

Revised development agreement incorporating the Fulcher Lake property into the Space Coast Town Center development agreement with the updated conceptual master development plan.

RECOMMENDATION

Approve the 1st amendment to the 2019 “Space Coast Town Center” development agreement including the revised conceptual master plan for the expanded property.

FISCAL IMPACT

The expense for the recording of the development agreement will be paid by the developer.
DISCUSSION

History:
The original development agreement between the City of West Melbourne, and Space Coast Town Centre I (SCTC), and accompanying master development plan was approved August 2019. Since the applicant is acquiring the Fulcher Lake property, they are moving forward with including the property in the overall conceptual master plan and amending the development agreement document.

The requirements for the development agreement and master development plan criteria from the Gateway Interchange zoning district are found in the City Codes (Zoning Code Sections 98-846 through 98-848). The property owner received a Future Land Use of Parkway Interchange and a zoning of GTWY-I, Gateway-Interchange in 2016. The applicants subsequently received an increase in the Parkway Interchange threshold of multi-family in 2019 to allow more multi-family for their project.

The 2019 SCTC development agreement set forth terms and conditions on which the SCTC Project was to be developed as a phased, mixed-use project, including a conceptual master development plan. Now in 2021, the developer desires to revise the 2019 SCTC Development Agreement to include the Fulcher Lake Property into the Project, to continue to develop the Project as a unified mixed-use project with shared internal roadway and infrastructure connections.

Applicant: Space Coast Town Centre, LLC.
Location: Fulcher property - Intersection of south side of New Haven Avenue (known also as U/S 192 and SR 500) and west of Brandywine Lane
Size: Approximately 199.04 acres.
Current Use: Vacant – Integra Apartments is currently under construction

2019 SCTC Development Agreement allowed the applicant to memorialize provisions for potable water and sewer, to retain original development agreement provisions to allow up to 65% of land area as multi-family and for the City to obtain assurances from the developer about the project quality.

Current proposal - 2021 Amendment to SCTC Development Agreement is to incorporate the Fulcher Lake property into the prior master plan approved for Space Coast Town Center development for a unified mixed-use project which confirms that prior rights and obligations of the developer and the City are now effective for the enlarged development site consisting of 199.04 acres instead of 154 acres.

The Gateway Interchange zoning district under Section 98-848 has an option for a developer to have a conceptual master plan instead of the traditional approvals needed through the Board of Adjustment plus the Planning and Zoning Board and City Council. By including the newly acquired property known as Fulcher Lake into the general master planned development, instead of a separate document, it ensures that one of the provisions of the rezoning, of not having access to Brandywine Lane remains. The applicant has provided their civil engineer drawings showing basic infrastructure of water, sewer, parking, stormwater and other code required items for this type of larger development. The master development plan is to be approved intrinsically as a necessary exhibit of the development agreement. The image below shows the property's location.
Staff Analysis—

In this instance, the amendment to the development agreement retains the 2019 minor waivers to the City codes while ensuring the applicant goes beyond the requirements of the Land Development Regulations to enhance the appearance of its facilities and buildings and these requirements are also now extended to the Fulcher Lake property. The specific topics of the agreement have been reviewed and are summarized here.

City’s Requirements:

The City informed the developer that in 2008, under another project called “Watershed”, there existed a development agreement for the same property whose duration was until the year 2028. The developer’s attorney and our attorney agreed that this newer agreement would replace the 2008 development agreement with a duration until the year 2034 provided that a building permit was obtained by 2027. Some of the salient points of the 2008 agreement had to do with public infrastructure such as construction of the St. Johns Heritage Parkway, the connection to City of West Melbourne potable water and sanitary sewer, percentages of mixed uses and waivers to the code to allow for a compact mixed use. The City required that the public infrastructure provisions of connection to the City of West Melbourne potable water and sewer remain in the newer agreement and that the Master Utility Plan which is part of the Conceptual Master Plan indicate the approximate points of utility connection.

2008 “Watershed” agreement and 2019 “Space Coast Town Center” development provisions:

The current developer, “Space Coast Town Center” desires to retain some of the development flexibility from the original development agreement.

Many of the development impacts, such as setbacks and height, are addressed as a routine course of business in the City, but this development agreement addresses other features to enhance appearance. One of the features required in the 2019 agreement is for art pieces throughout the development.
Another requirement is for architectural features to ensure buildings have consistent architectural finishes throughout the site, and as further depicted and described in an “architecture design pattern” book. This book has been submitted to the City and contains images, drawings, and other items to depict the colors, ornamentation, features and other consistent themes for this master planned community.

Traffic Vesting Agreement Reference

In 2013, the City and property owner entered into a traffic vesting agreement for their project in exchange for the donation of land to Brevard County to build the St. Johns Heritage Parkway. This means that for the remaining 154 acres of vacant land, a total of 3,932 peak hour trips were reserved without a need for traffic impact studies or County road improvements. Both the St. Johns Heritage Parkway and SR 500/US 192 have excess daily trip capacity to accommodate this type of development with the St. Johns Heritage Parkway being capable of handling over 15,000 average daily trips and SR 500/US 192 handling over 30,000 average daily trips. FDOT, the State agency that owns and maintains SR 500/US 192 has recently informed the City that there are no pending road improvement projects on the west side of I-95 for the State road and they feel their roadway can accommodate this project.

Given the fact that the prior development agreement occurred 6 years after the original 2013 traffic vesting agreement with the City, the developer requested a time extension from 2023 to a new date of 2024 for the vesting agreement too. It is logical that multiple agreements related to the same project should have time periods that are closely matched and for this reason, a new expiration period of October 7, 2024 was given. If before the vesting period is over, 2024, the developer has sufficient development generating over 3,932 peak hour trips, then the quantity that is over would not be vested and traffic impact studies and County road improvements may be necessary. It is important to note that all internal roads for this development are private but not gated, with only the arterials, St. Johns Heritage Pkwy, SR 500/US 192 and the local road, Brandywine Lane, being public.

Incorporating the Fulcher Lake property into the development agreement and the master plan, means the traffic vesting agreement would extend to the Fulcher Lake property with the same allocation of 3,932 PM peak hour trips for the entire 199.04 acre property.

Developer’s Request and Consistency with the Comprehensive Plan

The development agreement is consistent with the Comprehensive Plan as indicated with the analysis of the policies below.

The Future Land Use Element (FLU) contains a policy that is applicable to the development agreement:

“FLU Policy 3.2 Mixed Land Uses

Mixed land uses are intended to foster the development of integrated mixed use community centers, business areas, and urban cores...”

Staff Comments – The applicant is required to provide a mixture of land uses and the development agreement is guided by the attached master development plan and infrastructure exhibits of the document.

Another Future Land Use Element policy that supports redevelopment is:
**FLU Policy 3.3 Mixed Land Use categories are:**

PI uses: This designation is intended to promote a mix of uses with the recognition that commercial types of uses desire to be at the more prominent intersections and residential uses may be located behind the commercial activities…

**Staff Comments** – The attached MDP identified as “Exhibit B” depicts commercial and office uses at major corners and multi-family located behind these uses.

**FLU Policy 3.3c Parkway Interchange PL Standards**

1. Size – Area must contain a minimum of ten (10) acres and maximum of 200 acres of land.”

**Staff Comments** – There is a term in the development agreement, “Base Property”, which simply refers to the 2008 property size before the less than 20 acres was dedicated by the previous property owners to Brevard County for the new St. Johns Heritage Parkway, ponds and an FDOT dedication, so 171.04 acres was the 2008 acreage plus the 44.72 acres of Fulcher property yields 215.76 as mentioned in Section 7.B of the agreement. However, the developable area is 199.04 acres which is different than this “Base Property” acreage and the developable acreage is still under the maximum threshold in Policy 3.3c. The City and SCTC have discussed how this threshold was determined (staff research of other local government planned community thresholds, American Planning Association articles) and that the purpose was to maintain a compact enough community to allow walkability and functionality as a cohesive unit. If SCTC desires to add more property to its current boundaries, they will be required to amend this Future Land Use Policy 3.3c with a new maximum acreage limit. Staff is amenable to 250 acres as this is what other local governments have used and is still in the realm of a compact planned development.

“FLU Policy 3.3c.v. Density Bonus – A density bonus of an additional dwelling unit(s) (up to 5 du/acre extra) may be allowed as part of the gross acreage calculations, to be 25 du/acre, if each of the ...criteria is met…”

**Staff Comments** – The attached master development plan labeled as “Exhibit B” has a “density and intensity” table which indicates compliance with two of the criteria to allow the development to have 22 dwelling units per acre instead of THE BASELINE 20 DWELLING UNITS PER ACRE and provides the maximum mix of uses.

**FLU Policy 5.9 Innovative Land Development Practices**

Planned unit developments, mixed land uses, and other innovative land development regulations and practices shall be reviewed and considered as additions to the zoning code in the appropriate land use designation.”

**Staff Comments** – The mixed use future land use category, Parkway Interchange, and its implementing zoning district, Gateway Interchange were both created as a change to the City’s typical singular land use categories of residential, industrial, commercial and institutional uses. Although vertical mixed uses (meaning various uses occupying a building) is usually thought of with the term, “mixed use”, this can also mean a planned use of mixes in close proximity to each other in a planned development such as the Space Coast Town Center.

**Consistency with the Land Development Regulations (LDR):**

The proposed development agreement complies with the criteria found in Section 66-418 and Section 66-420 of the Land Development Regulations for development agreements. The proposed development agreement also complies with these sections of the Zoning Code for the Gateway Interchange district:
LDR Section 98-846. “Performance Standards – The following land use intensity ratios and performance standards recognize the existing variety of the land uses and development patterns that exist in the GTWY-I zoning district and provide the necessary flexibility to meet the intent of retaining a mixed use development pattern...”

Staff Comments – Both the development agreement and master development plan meet the general provisions, and design provisions of this section of the Zoning Code.

LDR Section 98-847. “Density. For any residential permitted use within the GTWY-I district, the density shall not exceed 20 dwelling units per acre, unless the project meets the criteria as specified in the City’s adopted future land use element...”

Staff Comments – As mentioned previously, this proposed project is allowed to have 22 dwelling units per acre based on the Parkway Interchange future land use designation bonus criteria.

LDR Section 98-848. “Gateway Interchange District Master Plan Option... Master Plan Option. Principle uses and conditional uses identified in the Gateway Interchange District are subject to the zoning and approval processes in the land development regulations unless the development elects to submit a unified master plan at the beginning of a project to guide the final site plan and building permit processes. Staff Comments – The applicant chose this master plan process so that they are not required to undergo public hearing reviews by the Board of Adjustment and Planning and Zoning Board for the principle uses and conditional uses. This means that any of the proposed commercial, office or light industrial can proceed directly to administrative staff review, just like the apartment proposals.

There is another subsection of this code that contains the requirements for the master development plan and staff has reviewed the master development plan for consistency with LDR Section 98-848 and found the agreement to be in compliance.

Public Process –

The revised development agreement and master development plan have been advertised in the newspaper, Florida Today, and public notices of the public hearings have been sent to the neighbors. The process is that the revised development agreement is to be reviewed by the Planning and Zoning Board and then acted upon by the City Council.

Conclusion:

The analysis in the attached staff report demonstrates that the request is:

- Consistent with the comprehensive plan, and compliant with the Land Development Regulations, and
- Consistent with the intent of extending the terms of the development agreement to the Fulcher property related to exemptions yet still requiring commitments in advance for architectural and art features, public infrastructure and safety.
RECOMMENDATION:

City staff is recommending approval by City Council of the 2021, 1st Amendment Space Coast Town Center Development Agreement with Space Coast Town Centre, LLC, with the amended master plan, Exhibit B.

ATTACHMENTS

1. 1st Amended and Restated Development Agreement
2. Amended Master Development Plan as Exhibit C
FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this __ day of __________, 2021, by and between (i) the CITY OF WEST MELBOURNE, a Florida municipal corporation whose address is 2240 Minton Road, West Melbourne, Florida 32904 ("City"); and (ii) FULCHER LAKE ENTERPRISES, LLC, a Florida limited liability company whose address is 7485 Fairway Drive, Suite 430, Miami Lakes, Florida 33014 ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner of that certain real property approximately 44.72 acres in size, located in the City at the southeast corner of I-95 and U.S. 192, as more particularly described on Exhibit A (the "Fulcher Lake Property"); and

WHEREAS, the Fulcher Lake Property is directly abutting and contiguous to that certain real property approximately 154.32 acres in size, located in the City at the southwest and southeast corners of U.S. 192 and St. Johns Heritage Parkway, as more particularly described on Exhibit B (the "Existing SCTC Property"); and

WHEREAS, the Fulcher Lake Property and the Existing SCTC Property together constitute the entire property subject to this Agreement and, taken together as a cumulative whole, consist of approximately 199.04 acres of contiguous land (referred to herein, collectively, as the "Property"); and

WHEREAS, the Existing SCTC Property is the site of Space Coast Town Center (the "Project"), a phased, mixed-use project approved by the City Council of West Melbourne ("City Council") following duly noticed public hearings held on July 8, 2019 and July 16, 2019; and

WHEREAS, the Existing SCTC Property and the Project are subject to an approved Development Agreement, recorded on October 7, 2019 at Official Records Book 8556, Page 2570 of the Public Records of Brevard County, Florida (the "Prior Development Agreement"); and
WHEREAS, the Prior Development Agreement sets forth the terms and conditions on which the Project was to be developed as a phased, mixed-use project, including a master development plan attached and incorporated into the Prior Development Agreement (the "Prior MDP"); and

WHEREAS, the Project is currently under development in accordance with the terms and conditions of the Prior Development Agreement and the Prior MDP (as the same may be amended); and

WHEREAS, the parties hereto mutually desire and agree to incorporate the Fulcher Lake Property into the Project, for the purpose of developing the Project as a single, unified mixed-use project on the entire Property; and

WHEREAS, to effectuate the incorporation of the Fulcher Lake Property into the Project, the parties hereto mutually desire and agree that this Agreement shall replace and supersede the Prior Development Agreement in its entirety on the terms and conditions hereinafter set forth; and

WHEREAS, the terms and conditions of this Agreement, and the incorporation of the Fulcher Lake Property into the Project as stipulated herein, shall not enter into force, and the Prior Development Agreement and Prior MDP (as may be amended) shall not be replaced or superseded, unless and until the owners of all the Existing SCTC Property (the "Existing SCTC Owners") have executed, delivered and recorded joinders to this Agreement substantially in the form at Exhibit D-1 covering all the Existing SCTC Property (with their respective mortgagees, if any (the "Existing SCTC Mortgagees"), having executed, delivered and recorded corresponding consents to this Agreement substantially in the form at Exhibit D-2); and

WHEREAS, upon this Agreement entering into force as provided herein, the updated master development plan for the Project attached at Exhibit C (the “MDP”), prepared in accordance with Section 98-848(10) of the City's Code of Ordinances ("City Code") and inclusive of all text, maps, exhibits and diagrams therein and specifically made a part of this Agreement by reference, shall supersede and replace the Prior MDP; and

WHEREAS, at such point in time when the Existing SCTC Owners have executed, delivered and recorded the required joinders to this Agreement running with the land for all the Existing SCTC Property, (i) this Agreement and the attached MDP shall immediately enter into force, and shall supersede and replace the Prior Development Agreement and the Prior MDP in their entirety, thereby becoming the sole Development Agreement and MDP for the Project in accordance with the terms and conditions hereof, and (ii) each Existing SCTC Owner shall become an Owner under this Agreement, being conferred the rights and subject to the obligations of the Owner, as applicable to the Existing SCTC Property; and
WHEREAS, this Agreement also shall serve to reaffirm certain prior rights and obligations of the parties under the Prior Development Agreement, as well as the provision of adequate municipal services to the entire Property; and

WHEREAS, the Owner sought a voluntary annexation of the Fulcher Lake Property into the City, pursuant to Section 171.044, Florida Statutes and the City's supplemental annexation procedure under Chapter 66, Article IV of the City Code, approved and adopted by the City Council following duly noticed public hearings held on December 15, 2020 and March 2, 2021; and

WHEREAS, the entire Property has a Gateway Interchange (GTWY-I) zoning designation on the City's zoning map, and a Parkway Interchange future land use designation on the Future Land Use Map of the City's Horizon 2030 Comprehensive Plan ("Comprehensive Plan"); and

WHEREAS, the Existing SCTC Property originally included (i) an approximately 4.65-acre stormwater retention area previously conveyed to Brevard County (the "County Pond"), (ii) an approximately 11.88-acre segment of St. Johns Heritage Parkway located within and adjacent to the Project boundaries previously conveyed for public right-of-way (the "Parkway Area") and (iii) an additional area of approximately 0.19 acres conveyed to the Florida Department of Transportation for public right-of-way (the "FDOT Area"), for an original base total of the Existing SCTC Property of approximately 171.04 acres prior to such conveyances; and

WHEREAS, the MDP contemplates the future re-acquisition of the County Pond and its incorporation into the Project, although, as of the date hereof, the County Pond remains the property of Brevard County and is not part of the Project; and

WHEREAS, the Project is being developed as a mixed-use community, including residential, commercial, office and light industrial uses, furthering the goals, objectives and policies of the Comprehensive Plan for higher density and intensity mixed-use development around the St. Johns Heritage Parkway corridor, and the orderly and organized development of the growing portion of the City located west of I-95; and

WHEREAS, in furtherance of the mixed-use objectives and policies of the Comprehensive Plan, the development of the Project as a mixed-use community pursuant to the MDP is intended to:

- provide an attractive physical environment that is oriented to the St. Johns Heritage Parkway and U.S. 192;
- create cohesive mixed uses both horizontally and vertically; and
- promote the area's integration of new land uses in an orderly and organized development pattern; and
- provide a walkable community for its residents, visitors and businesses; and
WHEREAS, the City acknowledges that the Project adds substantial value to the City's ad valorem tax base; and

WHEREAS, the City has determined that the Project, as proposed in this Agreement, is consistent with (i) the Comprehensive Plan, inclusive of the mix of uses, densities and intensities in the Parkway Interchange future land use designation, and (ii) the City's Land Development Regulations (Subpart B of the City Code) ("Land Development Regulations"), including the applicable development standards in the Gateway Interchange (GTWY-I) zoning district regulations; and

WHEREAS, the City Council has reviewed the updated MDP submitted for the Project with this Agreement and, following duly noticed public hearings held on ________, 2021 and __________, 2021, in compliance with the Florida Local Government Development Agreement Act, Chapter 163.3221, et seq., Florida Statutes (the "Act") and City Code Chapter 66, Article VI, Division 4, has determined that this Agreement and the MDP are in compliance with all applicable criteria and the performance standards in the Parkway Interchange future land use designation and the Gateway Interchange (GTWY-I) zoning district; and

WHEREAS, the Owner agrees that the Project shall be designed and constructed in accordance with the City Code, except as authorized in the MDP and as otherwise set forth in this Agreement; and

WHEREAS, the City acknowledges that except as specified in this Agreement, the performance standards, including minimum and maximum percentages for the mix of uses, shall be evaluated cumulatively with respect to the overall Property and Project boundaries and monitored by the Owner through an annual report provided to the City as described herein; and

WHEREAS, the Owner may sell or convey ownership of portions of the Property by platting the Property, as long as the subdivision meets all applicable requirements pursuant to City Code Chapter 98 (the City's Zoning Ordinance) and Chapter 86 (the City's Subdivision Plat Review and Procedure Ordinance); and

WHEREAS, a portion of the Property has been platted as the Space Coast Town Centre East – Phase I plat, recorded at Plat Book 68, Page 50 of the Public Records of Brevard County, Florida (as may be amended), which plat is consistent with the configuration of the Project's conceptual development parcels depicted in the MDP; and

WHEREAS, both the City and Owner understand and acknowledge that Owner may seek to revise or modify the MDP, including, but not limited to, the layout of the conceptual development parcels and building footprints, location of uses within the Project, interior roads, utilities and drainage plans, from time to time in response to opportunities dictated by the market, subject to such revisions meeting all applicable requirements and City approvals and as set forth in this Agreement; and
WHEREAS, the City and Owner have identified certain public facility and utility improvements essential for development of the Project, and have determined that the City shall be the provider of municipal services for the entire Property, including sewer and potable water service via connections to the City's public sewer and potable water system, as contemplated in the Project's Master Utility Plan (the “MUP”) contained in the MDP; and

WHEREAS, the City and a previous owner of the Existing SCTC Property entered into a Traffic Vesting Agreement dated July 16, 2013, a copy of which is attached at Exhibit E (the “Traffic Vesting Agreement”), which recognized the predecessor’s prior conveyance of land towards the public right-of-way of St. Johns Heritage Parkway, and vested in the Existing SCTC Property a transportation concurrency reservation of 3,932 peak hour trips towards future development for a period of ten (10) years, until July 16, 2023; and

WHEREAS, for purposes of developing the Project as a phased, mixed-use project, the City and the Owner mutually desire and agree (i) to extend the vesting expiration date of the 3,932 peak hour trips reserved for the Existing SCTC Property under the Traffic Vesting Agreement as set forth herein, and (ii) to allow the Owner to utilize the 3,932 vested peak hour trips for development of the Project over the entire Property, including the Fulcher Lake Property; and

WHEREAS, this Agreement conforms to the requirements of the Act and Chapter 66, Article VI, Division 4 of the City Code; and

WHEREAS, the City and Owner acknowledge that this Agreement is binding on the City and Owner and their respective successors and assigns for the term of this Agreement, and, upon (i) adoption and execution by the parties hereto and recording of the same and (ii) the execution, delivery and recording of joinders to this Agreement for all the Existing SCTC Property, shall constitute the sole and entire Development Agreement for the Project with the effect of superseding and replacing the Prior Development Agreement and all other prior annexation and development agreements related to the Project or the development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RULES OF CONSTRUCTION; RECITALS.

For all purposes of this Agreement, unless otherwise expressly provided:

1. A defined term has the meaning assigned to it;
2. Words in the singular include the plural, and words in plural include the singular;
3. A pronoun in one gender includes and applies to other genders as well;
4. The terms “hereunder”, “herein”, “hereof”, “hereto” and such similar terms shall refer to this Agreement in its entirety and not to individual sections or articles;

5. The parties agree that this Agreement shall not be more strictly construed against either the City or the Owner; and

6. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement. The attached exhibits shall be deemed adopted and incorporated into the Agreement.

**SECTION 2. EFFECTIVE DATE.**

The effective date of this Agreement shall be the date upon which this Agreement is recorded in the Public Records of Brevard County, Florida (the "Effective Date").

**SECTION 3. DEVELOPMENT OF PROJECT; PHASED DEVELOPMENT; APPLICATION TO AFTER-ACQUIRED PROPERTY.**

The City and the Owner acknowledge and agree that the Project may be developed in multiple phases over the term on the Property in accordance with the land uses, densities, intensities and architectural standards set forth in this Agreement, the MDP and the Comprehensive Plan and Land Development Regulations in effect on the date of execution of this Agreement. Additionally the parties hereto mutually agree to the following:

A. Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict the Owner from (i) seeking amendments to the adopted goals, objectives and policies of the Comprehensive Plan or to the Land Development Regulations pursuant to the City’s procedures for any such amendment, to be made applicable to the Project in the Owner’s discretion, or (ii) otherwise availing the Project of other amendments to the Comprehensive Plan or Land Development Regulations adopted subsequent to the Effective Date pursuant to the City’s procedures for any such amendment.

B. The Owner, in furtherance of the Project, may incorporate additional contiguous properties into the Project, and this Agreement shall be applicable to such additional contiguous properties upon (i) the written consent to such joinder by the owners of at least 75% of the Property, and (ii) the execution and delivery by the owner(s) of the property to be joined to this Agreement of a joinder in a form acceptable to the City, subject to appropriate review and approval consistent with the Comprehensive Plan and Land Development Regulations, the City Code, state laws regarding annexation and other applicable state and local laws. In connection with any such joinder, the terms of this Agreement may be modified or amended if necessary to effectuate such joinder, subject to appropriate review and approval consistent with the Comprehensive Plan and Land Development Regulations, the City Code, state laws regarding annexation and other applicable state and local laws, and provided that any such modification or amendment
July 9, 2021

does not result in (i) a change or reduction in development rights or (ii) new or additional obligations or liabilities applicable to any Owner not participating in such joinder modification or amendment.

C. To the extent an Owner is legally authorized to do so by all governmental regulations affecting the Property and its uses and applicable state, regional and local government permitting agencies, the Owner shall develop the infrastructure on the Property and required off-site improvements (if any) consistent with the MDP, attached as Exhibit C, and incorporated by reference, inclusive of the MUP, and all other Land Development Regulations of the City.

SECTION 4. CONSISTENCY WITH COMPREHENSIVE PLAN AND ZONING; MIX OF USES.

The City and the Owner agree that this Agreement and the MDP are hereby found to be consistent with (i) the Comprehensive Plan (including the adopted objectives and policies of the Parkway Interchange future land use designation applicable to the Property), and (ii) the Land Development Regulations (including the Gateway Interchange (GTWY-I) zoning district regulations). The Project shall comply with the minimum and maximum percentages of uses allowed under Policies 3.1, 3.2 and 3.3(c) of the Comprehensive Plan's Future Land Use Element. The Owner may distribute uses over the entire Property so that the minimum and maximum mix of uses are observed, consistent with the Parkway Interchange future land use designation, on a Project-wide basis. The following describes the limitations on the mix of uses allowed at the Project:

1. At least 25% of the acreage of the Property shall be developed for commercial and/or industrial uses (including office uses).

2. At least 10% of the acreage of the Property shall be reserved for open space uses. The primary lake and other stormwater retention features illustrated at Sheets A100–101 of the MDP shall be counted towards required open space, provided they include a perimeter park or recreation area.

3. No more than 65% of the acreage of the Property shall be developed for multifamily residential uses.

SECTION 5. OFF-SITE PUBLIC FACILITY IMPROVEMENTS.

A. The Existing SCTC Property is a beneficiary of the Traffic Vesting Agreement, pursuant to which, based on Institute of Traffic Engineers ("ITE") standards, the Existing SCTC Property has been vested for transportation concurrency in Brevard County and the City for a total of 3,932 peak hour net external trips (the "Vested Trips") for a period of ten (10) years, hereby mutually extended by the parties under this Agreement and now to expire on October 7, 2024 (or such later date as may be extended under the Prior Development Agreement), and shall thereafter automatically renew for successive one (1) year periods for so long as this Agreement remains active and in effect.

1. As the Owner applies for and receives each development permit for the Project, the number of net external trips generated by such phase or
component shall be calculated by a professional traffic engineer based on the 10th Edition of the ITE Trip Generation Manual (or a later edition, if more recent), or another acceptable methodology if standard ratios are not available in the ITE Trip Generation Manual, and submitted to the City for confirmation. The Owner making such development order application shall provide an updated table of vested, allocated and requested trips at the time of application for the development order. The net external trips shall be determined using the gross trip generation rates from the 10th Edition of the ITE Trip Generation Manual (or a later edition, if more recent) in the context of the Project's proposed development program as described herein and in the MDP, which as of the Effective Date shall be as follows:

<table>
<thead>
<tr>
<th>LAND USES</th>
<th>P.M. PEAK HR. EXT. VEHICLE TRIP RATE</th>
<th>ITE TRIP RATE UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIGHT INDUSTRIAL</td>
<td>0.63</td>
<td>(1,000 Sq.Ft.)</td>
</tr>
<tr>
<td>OFFICE</td>
<td>1.15</td>
<td>(1,000 Sq.Ft.)</td>
</tr>
<tr>
<td>RETAIL</td>
<td>3.81</td>
<td>(1,000 Sq.Ft.)</td>
</tr>
<tr>
<td>HOTEL</td>
<td>0.60</td>
<td>(PER ROOM)</td>
</tr>
<tr>
<td>RESIDENTIAL – LOW-RISE MULTIFAMILY (1-2 STORIES MAX.)</td>
<td>0.56</td>
<td>(PER UNIT)</td>
</tr>
<tr>
<td>RESIDENTIAL – MID-RISE MULTIFAMILY (3-10 STORIES MAX.)</td>
<td>0.44</td>
<td>(PER UNIT)</td>
</tr>
</tbody>
</table>

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition.

Note: Calculations using total p.m. peak hour rates to be consistent with the Traffic Vesting Agreement’s 3,932 vested trips.

2. Once the balance of the Vested Trips is allocated to development permits and thereby exhausted, or the extended vesting period has expired, the Owner, or its successors or assigns, shall comply with applicable traffic concurrency requirements established by Brevard County and the City in effect at such time.

B. The City and the Owner agree that the Traffic Vesting Agreement and the Vested Trips, by virtue of this Agreement, shall be extended to the Fulcher Lake Property, for the Owner to utilize the Vested Trips for development of the Project over the entire Property. The City and the Owner further agree that any remaining Vested Trips shall also extend to any future contiguous property incorporated into the Project pursuant to the terms of this Agreement and the City Code.

C. The Owner may request that transportation and road impact fee monies, including any such impact fees under or related to impact fee credit agreements, be used towards off-site road improvements in a two (2) mile vicinity of the Property. The City shall not unreasonably reject, withhold approval of or condition any such request. The parties acknowledge that approval from Brevard County may be required for any such impact fee request as Brevard County is the City’s impact fee administrator.

D. Utilities. The City and the Owner agree that the City shall be the provider of sanitary sewer and potable water to the entire Property, and that the Owner must connect to the City’s municipal water and sewer systems.
1. In order to facilitate availability of sanitary sewer for the Project, the City agrees to make available a point of connection along Brandywine Lane at a point approximately 1,600 linear feet south of U.S. 192.

2. In order to facilitate availability of potable water for the Project, the City agrees to construct, at its expense, a potable water main as shown in the 60% plans for the City’s Columbia Lane / Brandywine Lane water main project, as further delineated on the MUP, by no later than the first master building permit issued for the Project.

3. The City will provide “will serve” letters to the Property for water and sanitary sewer up to the limits shown on Exhibit F. Notwithstanding the foregoing, the City and the Owner acknowledge and agree that the figures shown on Exhibit F reflect the MDP development program as of the Effective Date, and that the Owner may, in the future, modify or amend the MDP (including the proposed development program) in accordance with this Agreement and the Land Development Regulations. In conjunction with such modification or amendment, the requesting Owner shall, if necessary, submit updated projected water and sanitary sewer figures shown on Exhibit F, and a new Exhibit F (and corresponding “will serve” letters) may be approved administratively and appended to this Agreement. The City shall not unreasonably reject, withhold approval of or condition any such request.

SECTION 6. ON-SITE PUBLIC FACILITY IMPROVEMENTS.

A. Master Utility Plan (MUP). The City is approving the MUP as part of the MDP for the Project, as included at Exhibit C and incorporated by reference into this Agreement. The City Manager may approve future modifications to the MUP upon written request of an Owner if such modifications comply with the requirements of this Agreement and applicable Land Development Regulations, and such changes do not adversely affect any portion of the Project.

B. Utility Connections. The Owner shall connect to the City’s potable water and sanitary sewer lines in accordance with this Agreement and the MUP. Upon acceptance by the City, all on-site and off-site lines before the meter shall be dedicated to the City together with all the nonexclusive easements and licenses necessary for the City to maintain and operate the utility systems located within the Project.

C. Stormwater System. Except as may be modified by permits secured from applicable permitting agencies, the Owner shall construct the master stormwater retention system as depicted on Exhibit C. The master stormwater retention system shall be maintained by the Owner at a level consistent with the standards of the applicable St. Johns River Water Management District (SJRWMD) Environmental Resource Permit and the Melbourne Tillman Water Control District. The City shall have no responsibility for maintenance of any stormwater systems serving the Property, except to the extent the City shall maintain drainage inlets at any internal City public streets pursuant to normal public street
maintenance standards. The foregoing requirement may, in the Owner's discretion, be undertaken, completed and maintained on the Owner's behalf by a property owner's or homeowner's association created to serve the Property or a portion thereof.

SECTION 7. APPLICATION FOR DEVELOPMENT PERMITS; DEVELOPMENT STANDARDS AND SUPPLEMENTAL CRITERIA.

Before vertical construction may commence on any parcel or lot within the Project, the Owner agrees to submit a site plan application and secure final site plan approval along with subdivision plat and required subdivision improvements construction drawing approval and any other required land development approval(s) from the City applicable to the parcel(s) contemplated for vertical development, substantially consistent with the MDP, conforming to the requirements of the City Code, however with the following permitted standards and exceptions:

A. Landscaping. A landscape plan shall be submitted for the individual parcels at the time of site plan review for approval, substantially consistent with the MDP, and shall be in accordance with Chapter 71, Article IV of the City Code (the City Landscape and Tree Preservation Code), with the following exception to Section 71-122(1):

1. All buildings shall have a perimeter planting strip adjacent to the building, clear of all doors and accessways, five (5) feet wide, except for retail building frontages. The perimeter planting strip area shall be planted with shrubs three feet on center, grass and/or groundcover.

B. Zoning. Development of the Project shall meet all use requirements and development standards of the Gateway Interchange (GTWY-I) zoning district and consistent with the MDP, except as modified and set forth below:

1. Lot lines internal to plat boundaries shall have an allowable building setback of zero (0) feet if two (2) or more lots share one (1) driveway and have shared parking between the parcels. All setbacks to perimeter plat boundary lines shall meet the setback required by code.

2. The parties agree that for purposes of calculating permitted density within the Project, the base property to be used for such calculations shall be (i) the entire Property (i.e., the Project area) plus (ii) the County Pond, the Parkway Area and the FDOT Area (previously conveyed from the Existing SCTC Property but not currently part of the Project area), for a total of 215.76 acres (the "Base Property"). The density restrictions applicable to the Project shall be applied and calculated on a cumulative Property basis and not to individual parcels, but the overall Project density of 22 units per acre, for a maximum permitted total of 3,085 units, shall not be exceeded (as described below and at Section 8).

For example, multifamily residential development at the Project is permitted up to 22 units per acre, as a result of the 20 units per acre base density plus two (2) density bonus points achieved
under the density bonus criteria at Future Land Use Policy 3.3(c) of the Comprehensive Plan, and the area for multifamily residential use is limited to a maximum of 65% of the Project site (i.e., the Property). However, maximum permitted density shall be calculated as 22 units per acre on 65% of the Base Property, for a maximum permitted total of 3,085 residential units. Such units can be located anywhere on the Project site, up to the maximum residential land use coverage of 65% of the Property. If this maximum is achieved for multifamily residential, then the balance of 25% commercial and/or industrial uses can be anywhere on site, as described in subsection (3) below. A minimum of 10% of the Project land area shall be open space, similarly distributed anywhere throughout the Project.

3. The parties agree that the Base Property shall also be used for calculating the maximum permitted nonresidential development intensity (i.e., floor-area ratio (FAR)) for the Project. The nonresidential intensity limitation shall also be applied and calculated on a cumulative Property basis, using the overall proportion of the Project site containing such uses, and not on individual parcels or lots, but the overall nonresidential development intensity of 1.0 FAR (2.0 FAR for hotels and motels) of the nonresidential portion of the Project shall not be exceeded.

For example, a minimum of 25% of the Project site shall be commercial and/or industrial uses, which can be located anywhere on site at a maximum intensity of 1.0 FAR (2.0 FAR for hotels and motels). The maximum permitted intensity FAR shall be calculated as 1.0 FAR on 25% of the Base Property (or 2.0 FAR for hotels and motel uses on the portion containing such uses). If commercial and/or industrial uses will occupy a percentage greater than 25% of the Project site, the maximum permitted development intensity for such uses shall be calculated as 1.0 FAR (2.0 FAR for hotels and motels) on such corresponding percentage of the Base Property. Again, a minimum of 10% of the Project land area shall be open space, similarly distributed anywhere throughout the Project.

4. Sheet A-001 of the enclosed MDP contains the following chart summarizing the proposed development program for the Project, hereby approved by this Agreement:

<table>
<thead>
<tr>
<th>USE CATEGORY</th>
<th>DENSITY / NON-RESIDENTIAL INTENSITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETAIL</td>
<td>550,000</td>
<td>Sq. Ft.</td>
</tr>
<tr>
<td>LIGHT INDUSTRIAL AND/OR OFFICE</td>
<td>1,200,000</td>
<td>Sq. Ft.</td>
</tr>
<tr>
<td>RESIDENTIAL (MULTI-FAMILY)</td>
<td>3,011</td>
<td>Dwelling Units</td>
</tr>
<tr>
<td>HOTEL</td>
<td>300</td>
<td>Keys</td>
</tr>
</tbody>
</table>
The foregoing use categories and corresponding development density, intensity and capacity shall constitute the approved development program for the Project, which may be developed within the Project site pursuant to the terms of this Agreement and the Land Development Regulations, including the specific development standards and flexibility rules described herein (e.g., the maximum residential density and nonresidential intensity limits described above in this Section 7).

The City and the Owner acknowledge that the foregoing Project development program is subject to evolving market conditions as the Project is developed in phases over the term of this Agreement. Therefore, the City and the Owner hereby agree that the City may, upon request by the Owner, administratively adjust the Project development program density, intensity and capacity figures listed in the above summary chart and Sheet A-001 of the enclosed MDP. The City may require the Owner to submit such information or documentation reasonably necessary for the City to confirm that the proposed adjustment to the Project development program is consistent with the Comprehensive Plan, Land Development Regulations and the terms of this Agreement, and would not result in a material impact to proposed vehicular access to the Project site or the overall Master Utility Plan. The City shall not unreasonably reject, withhold approval of or condition any such request by the Owner for an administrative adjustment to the Project development program pursuant to the terms of this Section.

C. Parking. In recognition that the type of development contemplated by the Project will be in conformance with compact and mixed-use development principles supported by higher densities, the Owner may request, and the City shall administratively approve, the following deviation from typical single-use parking space requirements in Section 74-55 of the City Code:

1. Parking Ratio, General Reduction for All Uses. Parking ratios for all uses within the Project shall be reduced by up to 25% from the typical parking requirements set forth in Section 74-55 of the City Code, provided the Owner submits to the City a parking study prepared by a traffic engineer licensed in the State of Florida. In October 2019, the City administratively approved a parking study submitted for the Project, prepared by Walker Consultants dated October 1, 2019. Unless and until replaced by a subsequent parking study, the parking ratios identified in the approved Walker Consultants parking study shall continue to apply to the Project, including the portion to be developed on the Fulcher Lake Property.

D. Stormwater Retention

1. The Owner shall obtain a permit from the St. Johns River Water Management District and the Melbourne Tillman Water Control District and shall construct at least two (2) wet retention ponds to hold the stormwater runoff from the site as shown on Exhibit C, unless modified by mutual agreement of the applicable Owner and the St. Johns River Water Management District and the Melbourne Tillman Water Control District. The
foregoing requirement may, in the Owner's discretion, be undertaken and completed on the Owner's behalf by a property owner's or homeowner's association created to serve the Property or a portion thereof.

2. The wet retention ponds (as well as drainage ditches and dry swales) shall be located within subdivided tract areas referenced in one (1) or more subdivision plats to be recorded in the Public Records of Brevard County, Florida.

3. The Owner shall use low impact development (LID) techniques for stormwater management to mimic the natural hydrology. Using low impact development approach, stormwater is managed on-site and the rate and volume of predevelopment stormwater reaching receiving waters is unchanged. Low impact development principles complement, and sometimes replace, traditional stormwater management systems, which historically emphasized moving stormwater off-site with curbs, pipes, ditches and ponds.

E. **Environmental Best Management Practices.** The Owner shall:

   1. Incorporate best management practices for environmental protection, including protecting natural water sources and environmentally sensitive lands.
   
   2. Promote site and green building design and construction practices including water and energy efficiency, control of indoor environmental quality with nontoxic materials and adequate ventilation.

F. **Fire Protection.**

   1. The Owner shall have the option to construct and maintain temporary private drafting hydrants and transmission lines for fire flow to the site during construction only and shall tie into the City’s improved water system when it is constructed and made available for use.
   
   2. All fire code requirements for emergency access, fire flow and other criteria shall be met regardless of whether the system is temporarily private or is a permanent public water system.

G. **Signage.** The following standards shall supplement and/or modify typical standards in Chapter 72 of the City Code (the City Sign Ordinance):

   1. Painted or neon signs are not allowed, unless approved by the City.
   
   2. Signage shall be raised letter type with a three (3) dimensional character.
   
   3. Signs above the parapet or roof line will not be allowed.
   
   4. The City and the Owner hereby acknowledge the following additional project signage authorized at the Project:

      a. Three (3) project identification signs intended only to advertise the name of the Project, subject to location approval by the City, of no more than 65 feet in height, and 200 square feet of sign surface area per sign, of
which the dimensions must not be greater than a ratio of three-to-one (3:1). The project identification signs shall be located no less than 25 feet and no more than 500 feet from any interstate or arterial right of way and no less than seven (7) feet from any property line.

b. Two (2) interchange pylon signs, subject to location approval by the City of no more than 65 feet in height and 250 square feet of sign surface area per sign, of which the dimensions must not be greater than a ratio of three-to-one (3:1). The interchange pylon signs shall be located within 2,000 feet of an interchange intersection.

5. Except as specifically set forth above or as conflicts with this Agreement, all signage shall be in accordance with the City Sign Ordinance, Section 72 of the City Code, for commercial, apartment and office uses.

H. **Architecture and Features.** At time that the Owner or its successor(s) in interest submits a site plan application for development of a portion of the Property, in addition to review for consistency with the MDP and the Gateway Interchange (GTWY-I) zoning district performance standards, and the allocation of mix of uses pursuant to the Parkway Interchange future land use designation, the City shall review such application for compatibility with the following design criteria and architectural features:

1. No uninterrupted or unadorned length of any portion of the façade shall exceed 100 linear feet. Interruptions of such continuous lengths of the façades shall include wall plane projections, recesses, and/or offsets (not just scored building lines) of not less than five (5) feet in offset and 20 feet in length.

   Heights of façades shall also vary within that same parameter to provide vertical relief of a minimum of seven percent (7%) of the façade height. (For example, a 40-foot façade shall have a two-point-eight (2.8) foot minimum step up or down every 100 feet.)

2. Façades containing the service areas (areas with unmanned dumpster, equipment and maintenance/storage facilities) facing I-95 and Brandywine Lane may be uninterrupted, as long as the planted vegetation is installed at a minimum of six (6) feet in height.

3. The architecture of the entire project (including outparcels) shall be consistently themed and shall be complimentary in style. The parties acknowledge that an architectural pattern book for the Project, as requested by the City, was submitted to and accepted by the City in November 2020.

4. While no particular architectural style is prohibited, the vocabulary of the architecture should be forward looking and without excessive ornamentation or bright primary colors, having a style in a modern direction. The use of accent materials such as stone cladding, brick and wood-like finishes (such as simulated wood tile) are encouraged. Awnings of canvas, Bahama shutters and metal are encouraged at retail storefronts.
5. Building colors shall have a minimum combination of two (2) colors and a maximum of three (3) colors with black or neon colors prohibited as predominant tones.

6. The main entrance of all buildings shall be clearly-defined, highly visible and accented by a change in materials around the door, or recessed into the façade (meaning an alcove), or accented by an overhang, awning, canopy or similar feature.

7. All mechanical equipment and trash areas should be adequately screened and out of sight, and none shall be placed facing a public road.

8. Roofs shall shield mechanical and other equipment from view, and shall be architecturally treated with a cornice or parapet if the roof is flat. The cornice shall be at least eighteen inches in height and parapets shall be at least a minimum of two (2) feet in height.

9. The placement of a building on a site is critical to creating a vital and coherent public realm. The intent of the building setback is to shape the public realm, and strengthen the physical and functional character of the area.

10. The road centerline to building setbacks along U.S. 192 shall not be applicable. All other building setbacks shall be measured from the property line.

11. Poles, posts, signs and other customary yard accessories, ornaments, artwork and furniture shall be permitted in any required yard, if they do not constitute substantial impediments to free flow of light and air across the yard to adjoining properties. Artwork and street furniture are encouraged to identify the public realm.

12. Painted, stamped or otherwise architecturally designed features shall be placed in crosswalks to the shopping area(s) to enhance the area.

13. Cart corrals shall be made from masonry, brick or other natural materials (vegetation) that complement the architecture of the buildings in the development. No metal tubing shall be included on cart corrals.

14. Benches that will be provided and be distributed evenly throughout the shopping center.

15. The eastern pond shall have a minimum of one (1) lit water fountain.

16. Artwork will be evenly distributed throughout the site.

17. Sidewalk light poles shall be ornamental and not the standard rectangular fixtures. Parking lot light poles shall be similar in character.

SECTION 8. DEVELOPMENT CAPACITY; VESTED RIGHTS; CONFLICTS.

A. The development uses permitted on the Property, including population densities, and building intensities and height are identified and described in this Agreement
and the MDP attached at Exhibit C. The density for the Project shall be established at 22 units per acre, based on the Project's satisfaction (as illustrated in the MDP) of certain criteria required for "bonus density" under the Comprehensive Plan and Land Development Regulations; however, in no event will the maximum density for the Project exceed 22 units per acre multiplied by the acreage that is 65% of the Base Property, on a cumulative basis.

B. The City's laws and policies governing the development of the Property at the time of the execution of this Agreement shall govern the development of the Property for the duration of this Agreement. The City's laws and policies adopted after the execution of this Agreement may be applied to the Property only if the determinations required by Section 163.3233(2), Florida Statutes (2020), have been made after thirty (30) days written notice to the Owner and following a public hearing, which the parties acknowledge and agree shall not abrogate or otherwise impair the Owner's vested right to develop the Project in accordance with the terms of this Agreement and the MDP, provided the Owner continues to satisfy and comply with its obligations under this Agreement. Except as otherwise expressly set forth in this Agreement, it is agreed that all preliminary and final site plans for the Project, or any portion thereof, shall conform to the land uses, densities, intensities and architectural standards set forth in this Agreement, the MDP and the Comprehensive Plan and Land Development Regulations in effect on the date of execution of this Agreement.

C. In the event of any conflict between the provisions of this Agreement and the Land Development Regulations, as they may from time to time be amended, this Agreement shall control.

D. Nothing in this Agreement shall be construed to grant or waive on behalf of the City any additional development approvals, as defined by the City Code, that may be required in connection with the development of the Project.

SECTION 9. CONCURRENCY AND IMPACT FEES. The Owner shall be responsible for payment of impact fees, proportionate fair-share, or shall cause to be constructed such infrastructure improvements as may be required by the City or Brevard County governmental entities to meet regional and local concurrency requirements established by the respective agencies' comprehensive plans for any phase, component or portion of the Project to be constructed by such Owner, in accordance with the applicable governmental regulations, except as may be explicitly waived or credited by the applicable agency with jurisdiction.

SECTION 10. PERMITS. The Owner shall, at its expense, obtain all necessary permits required by the City and any other federal, state, regional or other local governmental entity necessary to lawfully initiate any construction of the Project or work on the subject Property. The City agrees to take reasonable steps to diligently process and support all necessary permits required to be issued by the City consistent with this Agreement, and to timely cooperate with the Owner in processing and providing authorization or consent to any permit applications with federal, county and state agencies. The failure of this Agreement to address any particular permit, condition, term
or restriction shall not relieve the Owner of the necessity of complying with the law
governing said permitting requirements, conditions, term or restriction.

SECTION 11. DEFAULT. Any party hereto may give a defaulting party
written notice of any default of any term or obligation hereunder and shall allow the
defaulting party thirty (30) days from the date of its receipt of such notice within which to
cure any such default or, in the event such default cannot be cured within such period, to
commence and thereafter diligently pursue to completion good faith efforts to effect such
cure and to thereafter notify the other parties of the actual cure of any such default. To
protect the parties’ rights and interests hereunder, this Agreement is enforceable at law
or in equity by the non-defaulting party(ies), including, without limitation, the right of
specific performance of such obligations.

SECTION 12. RUNNING WITH THE LAND; BINDING AGREEMENT ON
SUCCESSORS. This Agreement, the exhibits hereto and all terms, conditions and
covenants set forth herein are intended and shall be construed as running with the land,
binding upon and inuring to the benefit of the Owner and the City, and their respective
successors and assigns, including, without limitation, all subsequent owners of the
Property (or any portion thereof) and all persons claiming by, through and under them.

SECTION 13. RECORDATION. This Agreement shall be recorded by the
City in the Public Records of Brevard County, Florida, within 14 days after the City's final
approval and execution of the Agreement, at the expense of the Owner.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions
contained herein shall be construed, controlled and interpreted according to the laws of
the State of Florida.

SECTION 15. FURTHER DOCUMENTATION. The Owner and the City
hereby agree that at any time following a request by another party, each shall execute
and deliver to such other party such further documents and instruments, in form and
substance reasonably necessary to confirm or effectuate the obligations of the parties to
this Agreement. Additionally, upon receipt of a written request from an Owner, or its
authorized representative with power of attorney, the City shall within thirty (30) days
deliver an estoppel certificate in writing with confirmation that the Owner is in full
compliance with the terms of this Agreement and is not in default hereunder, or if the
Owner is in default, an estoppel certificate which states the basis for such default.

SECTION 16. SEVERABILITY. If any provision, term or condition of this
Agreement is found invalid or unenforceable by any court, such invalidity or
unenforceability shall not affect or render invalid or unenforceable any other provision,
term or condition of this Agreement.

SECTION 17. ATTORNEY’S FEES AND COSTS. Should any litigation
arise between the parties hereto, each party shall bear its own attorney’s fees and costs.
SECTION 18. ENTIRE AGREEMENT. This instrument and the exhibits referenced herein constitute the entire Agreement between the parties hereto, and supersede all previous discussions, understandings and other agreements, written or oral, between the parties relating to the subject matter of this Agreement.

SECTION 19. AMENDMENTS TO AGREEMENT. Amendments to and waiver of the provisions herein shall be effective only if in writing by a formal amendment or waiver process, to be approved consistent with the terms of this Agreement and the applicable requirements of the Act and Chapter 66, Article VI, Division 4 of the City Code, and which shall be recorded in the Public Records of Brevard County, Florida at the Owner's expense.

SECTION 20. COUNTERPARTS. This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

SECTION 21. DURATION. This Agreement shall have an initial term of fifteen (15) years from the Effective Date and shall thereafter automatically renew for successive one (1) year periods for a maximum total limit of thirty (30) years. In the event the Owner owning at least 75% of the Property desires to build, modify or develop a project which is inconsistent with the MDP, such Owner shall have the right to terminate this Agreement with respect to such portion of the Property upon thirty (30) days' written notice and attempt to negotiate the terms of a new Agreement consistent with the Owner's then-current development plans.

SECTION 22. CONDITIONAL AGREEMENT; EFFECT ON EXISTING AGREEMENTS. The City and the Owner agree that the terms and conditions of this Agreement, and the incorporation of the Fulcher Lake Property into the Project as stipulated herein, shall not enter into force, and the Prior Development Agreement and Prior MDP (as may be amended) shall not be replaced or superseded, unless and until the Existing SCTC Owners have executed, delivered and recorded joinders to this Agreement substantially in the form at Exhibit D-1 covering all the Existing SCTC Property (with each Existing SCTC Mortgagee, if any, having executed, delivered and recorded a corresponding consent to this Agreement substantially in the form at Exhibit D-2). At such point in time, (i) this Agreement and the attached MDP shall immediately enter into force, and shall supersede and replace the Prior Development Agreement and the Prior MDP in their entirety, thereby becoming the sole Development Agreement and conceptual master development plan for the Project in accordance with the terms and conditions hereof, and (ii) each Existing SCTC Owner shall become an Owner under this Agreement, being conferred the rights and subject to the obligations of the Owner, as applicable to the Existing SCTC Property. Until such point in time as joinders for all the Existing SCTC Property have been executed, delivered and recorded, the Prior Development Agreement and the Prior MDP shall continue in force, and shall govern the development of the Project in accordance with the terms thereof and the Land Development Regulations. This Agreement shall comply with, and no term or provision of this Agreement shall be
construed or interpreted so as to create a conflict with, Florida’s statutory rule against perpetuities contained at Section 689.225, Florida Statutes.

SECTION 23. NOTICES. All notices, demands and requests hereunder shall be given in writing and shall be delivered (i) in person, (ii) by e-mail with confirmation of receipt, (iii) by U.S. certified mail, postage prepaid and return receipt requested or (iv) by a recognized commercial overnight courier (i.e., United Parcel Service, Federal Express, etc.) requiring a receipt, and such notices and communications shall be addressed as follows:

To City: City Manager, City of West Melbourne
2240 Minton Road
West Melbourne, Florida 32904

With copies to: Planning & Economic Development
Director, City of West Melbourne
2240 Minton Road
West Melbourne, Florida 32904

City Attorney, City of West Melbourne
2240 Minton Road
West Melbourne, Florida 32904

To Owner: Fulcher Lake Enterprises, LLC
7485 Fairway Drive, Suite 430
Miami Lakes, FL  33014
Attn: Robert M. Gorlow
Email: rgorlow@comcast.net

With a copy to: Benjamin Hedrick, Esq.
c/o Akerman LLP
98 SE 7th Street, Suite 1100
Miami, Florida 33131
Email: benjamin.hedrick@akerman.com

Any notice shall be effective only upon delivery or the date of written evidence that acceptance of delivery has been refused. Any party to this Agreement may change its notification address(es) by providing written notification to the other parties pursuant to the requirements of this Section 23.

SECTION 24. ENVIRONMENTAL CONDITIONS. All environmental concerns on the site are to be addressed and permits are to be secured from the applicable local, state and federal agencies.

SECTION 25. ANNUAL REPORT. This Agreement shall be reviewed by the City annually in accordance with and pursuant to its authority under Section 163.3235,
Florida Statutes. The Owner, or its representative or agent, shall submit an annual report to the City for review, which shall contain a description of the Owner’s good faith compliance with its obligations under this Agreement and the status of the development of the Project.

[End of document provisions. Signatures and exhibits to follow.]
IN WITNESS WHEREOF, this Agreement has been executed by the City and the Owner as set forth below.

CITY OF WEST MELBOURNE:

________________________________________
By: Hal J. Rose, Mayor

ATTEST:

________________________________________
By: Cynthia Hanscom, City Clerk

WITNESSES:

Print Name: ____________________________

Print Name: ____________________________

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this ___ day of _____, 2021 by Hal J. Rose as Mayor of the City of West Melbourne and Cynthia Hanscom, City Clerk of the said City. They are personally known to me or produced ______________________ as identification and did not take an oath.

________________________________________
Notary Public
Printed Name: __________________________
Commission No.: ________________________
Commission Expires:______________________
WITNESSES:

Print Name: __________________

____________________________  ______________________________
Print Name: __________________

OWNER:

FULCHER LAKE ENTERPRISES, LLC

By: __________________________

Its: __________________________

Print Name: __________________

STATE OF _____________________
COUNTY OF ___________________

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this ___ day of ______, 2021 by __________________________________. This person is personally known to me or produced ___________________ as identification and did not take an oath.

_________________________________
Notary Public
Printed Name: ____________________
Commission No: ____________________
Commission Expires: ________________
LEGAL DESCRIPTION: (BY SURVEYOR)

A PORTION OF LOTS 2, 3, 14 AND 15, INDIAN RIVER LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; SAID LANDS LYING IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST, SAID BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT D, SPACE COAST TOWN CENTRE EAST-PHASE I, RECORDED IN PLAT BOOK 68, PAGE 50, SAID PUBLIC RECORDS; THENCE N89°37'47"E ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 550.00 FEET; THENCE N00°12'58"W ALONG THE EAST LINE OF SAID TRACT D, A DISTANCE OF 308.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF BRANDYWINE LANE (A 60.00 WIDE LIMITED ACCESS RIGHT-OF-WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP SECTION 70220-2403 THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: S53°55'19"E, A DISTANCE OF 107.68 FEET; THENCE S43°37'58"E, A DISTANCE OF 197.48 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 542.96 FEET, A CENTRAL ANGLE OF 20°00'00" AND A RADIAL BEARING OF S56°56'00"W; THENCE SOUTHERLY FOR AN ARC DISTANCE OF 189.53 FEET TO THE END OF SAID CURVE; THENCE S13°04'00"E, A DISTANCE OF 356.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1115.92 FEET, A CENTRAL ANGLE OF 6°46'26"; THENCE SOUTHERLY FOR AN ARC DISTANCE OF 131.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S06°17'34"E, A DISTANCE OF 203.36 FEET TO THE POINT OF CURVATURE A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 3335.36 FEET, A CENTRAL ANGLE OF 19°53'38" AND A RADIAL BEARING OF N83°21'32"E; THENCE SOUTHERLY FOR AN ARC DISTANCE OF 1158.08 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL 84 (A 96.00 FOOT WIDE DRAINAGE RIGHT-OF-WAY) THENCE S89°35'02"W ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 1293.14 FEET TO THE SOUTHEAST CORNER OF SAID SPACE COAST TOWN CENTRE EAST-PHASE I, THENCE N00°12'58"W ALONG THE EAST LINE OF SAID SPACE COAST TOWN CENTRE EAST-PHASE I A DISTANCE OF 1860.60 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS.

SAID LANDS CONTAINING 44.72 ACRES OF LAND MORE OR LESS.
EXHIBIT B
Legal Description of the Existing SCTC Property

(1) SCTC I PROPERTY:

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

Parcel 1:
Lots 5 and 6, and South ½ of Lots 7 and 8, and all of Lots 9 through 12, FLORIDA INDIAN RIVER LAND COMPANY, Section 3, Township 28 South, Range 36 East, according to the Plat thereof as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, LESS AND EXCEPT the Easterly 908.97 feet thereof, and LESS AND EXCEPT the Right of Way of/for State Road 500 (U.S. 192); and further LESS AND EXCEPT the following five TRACTS:

TRACT I:
A parcel of land located within Lots 6 and 11, Florida Indian River Land Company, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35 minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24 minutes 04 seconds West, a distance of 48 feet to the North Right-of-Way line of Melbourne Tillman Drainage District Canal No. 84 and a point on a non-tangent curve to the right having a radius of 23,023.31 feet and the POINT OF BEGINNING; thence, departing said North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 32 seconds East, run Northerly along said curve an arc distance of 121.00 feet through a central angle of 00 degrees 18 minutes 04 seconds to the point of curvature of a curve having a radius of 22,813.31 feet thence run Northerly along said curve an arc distance of 476.55 feet through a central angle of 01 degrees 11 minutes 49 seconds to a point of tangency; thence run North 00 degrees 12 minutes 14 seconds West, a distance of 207.87 feet to the South Right-of-Way line of U.S. Highway No. 192/State Road No. 500, per Florida Department of Transportation Right-of-Way Map Section 70050-2544; thence run North 89 degrees 37 minutes 29 seconds East, along said South Right-of-Way line, a distance of 210.00 feet; thence, departing said South Right-of-
Way line, run South 00 degrees 12 minutes 14 seconds East, a distance of 208.50 feet to
the point of curvature of a curve to the left having a radius of 22,813.31 feet; thence run
Southerly along said curve an arc distance of 476.55 feet through a central angle of 01
degrees 11 minutes 49 seconds to the point of reverse curvature of a curve having a radius
of 23,023.31 feet; thence run Southerly along said curve an arc distance of 480.93 feet
through a central angle of 01 degrees 11 minutes 49 seconds to a point of tangency; thence
run South 00 degrees 12 minutes 14 seconds East, a distance of 700.00 feet to the point of
curvature of a curve to the right having a radius of 23,023.31 feet; thence run Southerly
along said curve an arc distance of 480.93 feet through a central angle of 01 degrees 11
minutes 49 seconds to a point of reverse curvature of a curve having a radius of 22,813.31
feet; thence run Southerly along said curve an arc distance of 480.93 feet through a central
angle of 00 degrees 17 minutes 28 seconds to the aforesaid North Right-of-Way line of
Melbourne Tillman Drainage District Canal No. 84 and the end of said curve; thence run
South 89 degrees 35 minutes 56 seconds West, along said North Right-of-Way line, a
distance of 210.04 feet to the POINT OF BEGINNING.

TRACT II:
A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as
recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in
the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being
described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-
Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35
minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a
distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24
minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of
Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 35 minutes
56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on
a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said
North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds
East, run Northerly along said curve an arc distance of 115.89 feet through a central angle
of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a
radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 274.51
feet through a central angle of 00 degrees 40 minutes 59 seconds to a point on said curve
and the POINT OF BEGINNING; thence continue along said curve an arc distance of 83.31
feet through a central angle of 00 degrees 12 minutes 26 seconds to the end of said curve;
thence run South 89 degrees 54 minutes 13 seconds East, a distance of 190.46 feet;
thence South 00 degrees 12 minutes 08 seconds East, a distance of 83.31 feet; thence
North 89 degrees 54 minutes 13 seconds West, a distance of 191.05 feet to the POINT OF
BEGINNING.

TRACT III:
A parcel of land located within Lot 6, FLORIDA INDIAN RIVER LAND COMPANY, as
recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in
the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being
described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-
Quarter) of Section 3, Township 28 South, Range 36 East; thence run North 89 degrees 35
minutes 56 seconds East along the South line of said Southwest 1/4 (One-Quarter), a
distance of 1322.84 feet; thence, departing said South line, run North 00 degrees 24
minutes 04 seconds West, a distance of 48.00 feet to the North Right-of-Way line of
Melbourne Tillman Drainage District Canal No. 84; thence run North 89 degrees 56
minutes 56 seconds East, along said North Right-of-Way line, a distance of 210.04 feet to a point on
a non-tangent curve to the right having a radius of 22,813.31 feet; thence, departing said
North Right-of-Way line, from a chord bearing of North 00 degrees 50 minutes 50 seconds
East, run Northerly along said curve an arc distance of 115.89 feet through a central angle
of 00 degrees 17 minutes 28 seconds to the point of reverse curvature of a curve having a
radius of 23,023.31 feet; thence run Northerly along said curve an arc distance of 14.64 feet
through a central angle of 00 degrees 02 minutes 11 seconds to the POINT OF
BEGINNING; thence continue along said curve an arc distance of 259.87 feet through a
central angle of 00 degrees 38 minutes 48 seconds to the end of said curve; thence run
South 89 degrees 54 minutes 13 seconds East, a distance of 191.05 feet; thence South 00
degrees 12 minutes 08 seconds East, a distance of 258.17 feet; thence run South 89
degrees 35 minutes 56 seconds West, a distance of 194.84 feet to the POINT OF
BEGINNING.

TRACT IV:
A parcel of land being a portion of those land described in Official Records Book 5549,
Page 4600 of the Public Records of Brevard County, Florida and being in the Southwest 1/4
of Section 3, Township 28 South, Range 36 East, Brevard County, Florida and being more
particularly described as follows:
Commence at the Northwest corner of the Southwest 1/4 of Section 3, Township 28 South,
Range 36 East; thence run North 89°37′52″ East along the North line of said Southwest 1/4
of Section 3 a distance of 1,529.40 feet, thence run South 00°12′14″ East a distance of
131.39 feet to the South right-of-way line of US Highway 192 for a Point of Beginning,
then run North 89°37′29″ East along said South right of way line of US Highway 192 a
distance of 48.91 feet, thence leaving said South right-of-way line of US Highway 192 run
South 00°22′31″ East a distance of 15.00 feet, thence run South 89°37′29″ West a distance
of 48.96 feet to the east line of those lands described in Official Records Book 7102, Page
973 of the Public Records of Brevard County, Florida, thence run North 00°12′14″ West,
along said east line, a distance of 15.00 feet to the South right-of-way line of US Highway
192 and the Point of Beginning.

TRACT V:
A parcel of land being a portion of those land described in Official Records Book 5549,
Page 4600 of the Public Records of Brevard County, Florida and being in the Southwest 1/4
of Section 3, Township 28 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:
Commence at the Northwest corner of the Southwest 1/4 of Section 3, Township 28 South, Range 36 East; thence run North 89°37'52" East along the North line of said Southwest 1/4 of Section 3 a distance of 827.92 feet, thence run South 00°22'31" East a distance of 131.47 feet to the South right-of-way line of US Highway 192 for a Point of Beginning, thence run North 89°37'29" East along said South right-of-way line of US Highway 192 a distance of 491.09 feet to the west line of those lands described in Official Records Book 7102, Page 973 of the Public Records of Brevard County, Florida, thence run South 00°12'14" East, along said west line, a distance of 15.00 feet, thence run South 89°37'29" West a distance of 491.04 feet, thence run North 00°22'31" West a distance of 15.00 feet to the South right-of-way line of US Highway 912 and the Point of Beginning.

Parcel 2:
The East 908.97 Ft. of Lots 5, 6, 11 and 12, Florida Indian River Land Company Subdivision of Section 3, Township 28 South, Range 36 East, Brevard County, Florida, as recorded in Plat Book 2, Page 80 of the Public Records of Brevard County, Fla., LESS AND EXCEPT the Right of Way of State Road 500 (U.S. 192), and further LESS AND EXCEPT a parcel of land located within Lots 5 and 6, FLORIDA INDIAN RIVER LAND COMPANY, as recorded in Plat Book 2, Page 80, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East, being described as follows: COMMENCE at the Southwest corner of the Southwest 1/4 (One-Quarter), a distance of 1729.97 feet to the Southerly projection of the West line of the lands described in Official Records Book 5564, Page 6498, Public Records of Brevard County, Florida; thence departing said South line, run North 00 degrees 12 minutes 08 seconds West, along said Southerly projection and said West line, a distance of 178.50 feet to the POINT OF BEGINNING; thence continue North 00 degrees 12 minutes 08 seconds West, along said West line, a distance of 341.48 feet; thence departing said West line, run South 89 degrees 54 minutes 13 seconds East, a distance of 402.50 feet; thence run South 00 degrees 12 minutes 12 seconds East, a distance of 337.98 feet; thence run South 89 degrees 35 minutes 56 seconds West, a distance of 402.50 feet to the POINT OF BEGINNING.

Parcel 3:
A portion of Lots 13 and 4, in Section 3, Township 28 South, Range 36 East, according to the Plat of Florida Indian River Land Company Subdivision, as recorded in Plat Book 2, Page 80, of the Public Records of Brevard County, Florida, more particularly described as follows: Begin at the intersection of the South right-of-way of S.R. 500 and the East line of said Lot 13; thence South 00°16'41" East along said East line 600.97 feet; thence South 00°15'42" East along the East line of said Lots 13 and 4, a distance of 1,859.23 feet to the
North right-of-way of Melbourne Tillman Drainage Canal number 84; thence South 89°35'30" West along said North right-of-way 658.93 feet to the West line of said Lot 4; thence North 00°17'06" West along the West line of said Lots 13 and 4, a distance of 2,459.82 feet to the South right-of-way of S.R. 500; thence North 89°33'30" East along said South right-of-way 659.77 feet to the POINT OF BEGINNING.

Parcel 4:
Commencing at a point on the Kissimmee Hwy where the West line of the property deeded by Cecil Platt and Edith H. Platt, his wife, by deed dated January 3, 1957, to Louis G. Olson and A.T. Rossetter and Mona J. Rossetter, his wife, intersects with the said Kissimmee Hwy, said property lying and being in Section 3, Township 28 South, Range 36 East, Brevard County, Florida, and being the westernmost line of the property fronting on the Kissimmee Hwy, conveyed by Cecil E. Platt and Edith H. Platt, his wife, to Louis G. Olson, et al; from said point of beginning run South along the Western boundary of said property a distance of 700 feet to a point, thence East and parallel with the Kissimmee Hwy a distance of 550 feet to a point; thence North a distance of 400 feet to a point; thence West a distance of 450 feet to a point; thence North a distance of 300 feet to the South boundary line of the Kissimmee Hwy; thence West 100 feet to the point of beginning. LESS AND EXCEPT the following:
 a) the Right of Way of/for State Road 500 (U.S. 192)
b) the Right of Way of/for Brandywine Lane
c) the Right of Way of/for I-95
d) any portion of such lands as may lie between said Brandywine Lane and said I-95

The foregoing SCTC I Property is LESS AND EXCEPT Lot 1 of the Space Coast Town Centre East – Phase I plat, recorded at Plat Book 68, Page 50 of the Public Records of Brevard County, Florida, consisting of approximately 12.17+/- acres.

AND

(2) INTEGRA PROPERTY:
The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:
Lot 1 of the Space Coast Town Centre East – Phase I plat, recorded at Plat Book 68, Page 50 of the Public Records of Brevard County, Florida, consisting of approximately 12.17+/- acres.
See attached.
This JOINDER TO DEVELOPMENT AGREEMENT (this "Joinder") is made and delivered this ___ day of ____________, 2021, by the undersigned owner.

RECITALS

WHEREAS, the City of West Melbourne ("City") has approved and entered into a Development Agreement with Fulcher Lake Enterprises, LLC, a Florida limited liability company, as the Owner, for the Space Coast Town Center phased, mixed-use project (the "Project"), dated ______________, 2021 and recorded at Book __, Page __ of the Public Records of Brevard County, Florida (the "Development Agreement"); and

WHEREAS, all terms capitalized and used in this Joinder but not otherwise defined herein shall have the meanings given to them in the Development Agreement; and

WHEREAS, Section 22 of the Development Agreement provides that its terms and conditions shall not enter into force or supersede and replace the Prior Development Agreement, and the Fulcher Lake Property shall not be incorporated into the Project, until the Existing SCTC Owners have executed, delivered and recorded joinders running with the land for all the Existing SCTC Property; and

WHEREAS, the Development Agreement, upon entering into force pursuant to Section 22 thereof, will secure certain benefits and obligations for the mutual benefit of the City and the Project, as set forth therein; and

WHEREAS, the undersigned is the owner of that certain Existing SCTC Property more particularly described on Exhibit A (the "Joinder Property"), required to be joined to and made a part of the Development Agreement for the terms and conditions of the Development Agreement to enter into force and supersede and replace the Prior Development Agreement, and to be applicable to the Joinder Property, pursuant to Section 22 thereof; and

WHEREAS, the undersigned owner desires the Joinder Property to enjoy the benefits conferred upon the Project under the Development Agreement, and in consideration for such benefits agrees to become an Owner under the Development Agreement.
Agreement and be bound by the obligations imposed on the Owner therein as may be applicable to the Joinder Property.

NOW, THEREFORE, in consideration of the benefits conferred by the aforementioned Development Agreement, and certifying that the above recitals are true and correct, and incorporating such recitals herein, the undersigned owner does hereby execute this Joinder, and the Joinder Property is hereby joined to and made a part of the Development Agreement, subject in all respects to the terms and conditions thereof as may be applicable to the Joinder Property and to such owner as an Owner under the Development Agreement. The undersigned owner and the Joinder Property, as applicable, shall assume all of the benefits, and be bound, comply with and perform all of the obligations set forth in the Development Agreement applicable to the Owner and to the Joinder Property thereunder.

The undersigned owner hereby represents that it has full power and authority to execute this Joinder. This Joinder shall be recorded by the undersigned owner in the Public Records of Brevard County, Florida, within 14 days after the execution hereof, at the owner's expense. This Joinder, and all terms, conditions and covenants set forth in the Development Agreement, are intended and shall be construed as running with the land of the Joinder Property, binding upon and inuring to the benefit of the undersigned owner, and its respective successors and assigns, including, without limitation, all subsequent owners of the Joinder Property (or any portion thereof) and all persons claiming by, through and under them.

WITNESSES: [OWNER NAME]

Print Name: ____________________________
Print Name: ____________________________
Title: __________________________________

Print Name: ____________________________

STATE OF _____________________
COUNTY OF ___________________

The foregoing was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ___ day of _______, 20__ by __________________________________.

This person is personally known to me or produced ____________________ as identification and did not take an oath.

_________________________________
Notary Public
Printed Name: _______________________
Commission No: _______________________
Commission Expires: __________________
EXHIBIT A TO JOINDER

Joinder Property Legal Description
MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT

This MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT (this "Consent") is made and delivered this ___ day of ____________, 20__, by the undersigned mortgagee.

RECITALS

WHEREAS, the City of West Melbourne ("City") has approved and entered into a Development Agreement with Fulcher Lake Enterprises, LLC, a Florida limited liability company, as the Owner, for the Space Coast Town Center phased, mixed-use project (the "Project"), dated ______________, 2021 and recorded at Book __, Page __ of the Public Records of Brevard County, Florida (the "Development Agreement"); and

WHEREAS, all terms capitalized and used in this Consent but not otherwise defined herein shall have the meanings given to them in the Development Agreement; and

WHEREAS, Section 22 of the Development Agreement provides that its terms and conditions shall not enter into force or supersede and replace the Prior Development Agreement, and the Fulcher Lake Property shall not be incorporated into the Project, until the Existing SCTC Owners have executed, delivered and recorded joinders running with the land for all the Existing SCTC Property, and any Existing SCTC Mortgagee with an interest in such property have executed, delivered and recorded a consent to such joinder; and

WHEREAS, the undersigned is the owner and holder of that certain Mortgage, dated ______________, 20__ and recorded at Official Records Book __, Page __, of the Public Records of Brevard County, Florida (the "Mortgage"), over and encumbering that certain Existing SCTC Property more particularly described on Exhibit A (the "Joinder Property"), required to be joined to and made a part of the Development Agreement for the terms and conditions of the Development Agreement to enter into force and supersede and replace the Prior Development Agreement, and to be applicable to the Joinder Property, pursuant to Section 22 thereof.
NOW, THEREFORE, the undersigned mortgagee does hereby consent to the joinder of the Joinder Property to the Development Agreement, and to the applicability of the Development Agreement to the Joinder Property, for the purpose of subordinating the lien of the Mortgage to the terms and conditions of the Development Agreement.

The undersigned mortgagee hereby represents that it has full power and authority to execute this Consent. This Consent shall be recorded in the Public Records of Brevard County, Florida, within 14 days after the execution hereof. This Consent, and all terms, conditions and covenants set forth in the Development Agreement, are intended and shall be construed as running with the land of the Joinder Property, binding upon and inuring to the benefit of the owner of the Joinder Property, and its respective successors and assigns, including, without limitation, all subsequent owners of the Joinder Property (or any portion thereof) and all persons claiming by, through and under them.

WITNESSES: [MORTGAGEE NAME]

Print Name: ______________________    Print Name: ______________________
Title: ______________________________

Print Name: ______________________

STATE OF _____________________
COUNTY OF ___________________

The foregoing was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ___ day of ______, 20__, by ______________________________. This person is personally known to me or produced ____________________ as identification and did not take an oath.

_________________________________
Notary Public
Printed Name: ____________________
Commission No: __________________
Commission Expires: ______________
EXHIBIT A TO JOINDER

Joinder Property Legal Description
See attached.
AGREEMENT

THIS AGREEMENT is entered into this 16th day of July, 2013, by and between THE CITY OF WEST MELBOURNE, hereinafter "City" and DIVERSIFIED PROPERTIES, 192 ASSOCIATES, JACO ASSOCIATES, BLAIR ASSOCIATES AND WILLIAM B. FERREL ESTATE hereinafter sometimes jointly referred to as "Owners".

WITNESSETH

WHEREAS, DIVERSIFIED PROPERTIES and 192 ASSOCIATES have entered into a Purchase Contract, hereinafter "Contract", with BREVARD COUNTY, hereinafter "County", whereby DIVERSIFIED PROPERTIES and 192 ASSOCIATES for the County's purchase of 13.29 acres, hereinafter "Purchased Segment", as more particularly described in Exhibit "A" attached hereto, to be used as a portion of the St. Johns Heritage Parkway, hereinafter "Parkway"; and

WHEREAS Owners, as defined hereinabove, are in the aggregate, fee simple title holders to approximately 170.9 acres, hereinafter "Property", as more particularly described in the accompanying map, Exhibit "B" and legal description attached hereto labeled as Exhibit "C", adjoining the Purchased Segment; and

WHEREAS, the Purchase Contract is contingent upon the Owners entering into this agreement with the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are true and accurate.

2. This Agreement is subject to DIVERSIFIED PROPERTIES and 192 ASSOCIATES completing the Contract with the County.

3. Subject to the DIVERSIFIED PROPERTIES and 192 ASSOCIATES completing the Contract with the County, the City agrees and represents as follows:

a. The City shall consider the Property, in the aggregate, as comprising 170.9 acres (see attached map) as the area in conformance with a Future Land Use designation, a future Zoning district assignment and land development regulations regarding developed areas and undeveloped open space.

b. The City is the current agency responsible for vesting trips on the portion of the Parkway, as well as the Property within its municipal boundaries.

c. For determining transportation concurrency reservation, based on ITE standards, the Owners, their successors, or assigns, shall be vested for a total of 3,932 peak hour trips for a period of ten (10) years ("Vested Trips") for the Property

i. As Owners apply for and receive a development order within the Property, the number of trips generated by that specific
development program, shall be calculated by the City, and deducted against the Vested Trips for the Property.

ii. Once the balance of the Vested Trips for the Property is exhausted, Owners, or their successors or assigns, shall comply with whatever requirements may be in effect at the time related to transportation concurrency not otherwise waived.

4. The Owners, their successors or assigns, shall receive any impact fee credits, reimbursements and concurrency reservations or other incentives to which the Owners may be entitled under the applicable ordinances in effect within the City, in the amount of any qualifying improvements made by Owners.

5. The Purchased Segment shall not be considered to be or treated as a capital contribution or capital improvement donated as a condition of a development approval issued by the City pursuant to any provision of the City codes either in existence on the effective date or in the future.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CITY:

CITY OF WEST MELBOURNE,
A Florida municipal corporation

BY: ____________________________
Print Name: Hal J. Rose, Mayor
As approved by City Council on July 16, 2013

ATTEST:

BY: ____________________________
Print Name: Cynthia Hanscom, City Clerk

OWNERS:

Diversified Properties, a Florida Partnership

By: ____________________________
Print Name: William B. Farrell
Its: General Partner
Date 7/16/13
Tax ID Number____________________
## EXHIBIT F
Utility Plan Calculations

<table>
<thead>
<tr>
<th>Use</th>
<th>Size</th>
<th>Units</th>
<th>Demand/Unit in GPD</th>
<th>Total Demand in GPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel</td>
<td>300 Rooms</td>
<td>60</td>
<td>0.00</td>
<td>18,000</td>
</tr>
<tr>
<td>Commercial and Retail/Office/Light Industrial</td>
<td>1,750,000 Sq. Ft.</td>
<td>0.095</td>
<td>166,250</td>
<td></td>
</tr>
<tr>
<td>Multifamily</td>
<td>3,011 Units</td>
<td>75</td>
<td>0.00</td>
<td>225,825</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>410,075</td>
</tr>
</tbody>
</table>
PROPOSED SITE PROGRAM:

SITE:
The subject project is located in West Melbourne, Florida and is approximately +/- 215.76 gross acre site composed of multiple parcels (including the St. Johns Heritage Parkway & Right-of-Way - 11.88 acres per an agreement with the City to use the applicant's donated land to the County for the Parkway in 2008). The site is located West of I-95 and South of U.S. 192 in West Melbourne, FL. The conceptual master plan program is as follows:

- A boundary transition land use of open space is between residential properties and non-residential development.

PROJECT DATA

- In addition to the criteria set forth in Policy 3.3, the project will develop a transportation access management system that makes effective use of the existing transportation system(s).

APPROXIMATE AREAS

<table>
<thead>
<tr>
<th>Site Data</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITE BASE LAND AREA</td>
<td>215.76 Ac.</td>
</tr>
<tr>
<td>EXISTING SPACE COAST TOWN CENTER</td>
<td>154.32 Ac.</td>
</tr>
<tr>
<td>FULCHER LAKE PROPERTY ADDITION</td>
<td>44.72 Ac.</td>
</tr>
<tr>
<td>ST. JOHNS HERITAGE PKWY RIGHT-OF-WAY (OFF-SITE)</td>
<td>11.88 Ac.</td>
</tr>
<tr>
<td>BREVARD COUNTY EXIST. RETENTION POND (OFF-SITE)</td>
<td>4.65 Ac.</td>
</tr>
<tr>
<td>CONVEYED FDOT RIGHT-OF-WAY (OFF-SITE)</td>
<td>0.19 Ac.</td>
</tr>
<tr>
<td>TOTAL BASE LAND AREA</td>
<td>199.04 Ac.</td>
</tr>
</tbody>
</table>

PROJECT SITE AREA

<table>
<thead>
<tr>
<th>Site Data</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL SITE AREA (LESS Parkway, FDOT ROW and County Pond)</td>
<td>199.04 Ac.</td>
</tr>
</tbody>
</table>

CONCEPTUAL SITE PROGRAM (ESTIMATION)

<table>
<thead>
<tr>
<th>Program</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPEN SPACE</td>
<td>32.32 Ac.</td>
</tr>
<tr>
<td>PARKING LOTS</td>
<td>90.97 Ac.</td>
</tr>
<tr>
<td>NET LOT AREA (BUILDING FOOTPRINT/AMENITIES)</td>
<td>35.00 Ac.</td>
</tr>
<tr>
<td>CONCEPTUAL BUILDING PROGRAM</td>
<td></td>
</tr>
<tr>
<td>RETAIL USES</td>
<td>365,000 Sq.Ft.</td>
</tr>
<tr>
<td>LIGHT INDUSTRIAL AND/OR OFFICE USES</td>
<td>450,000 Sq.Ft.</td>
</tr>
<tr>
<td>RESIDENTIAL (MULTI-FAMILY)</td>
<td>566 Units</td>
</tr>
<tr>
<td>HOTEL</td>
<td>300 Keys</td>
</tr>
<tr>
<td>ADDITIONAL PROJECT CAPACITY VIA FULCHER LAKE</td>
<td></td>
</tr>
<tr>
<td>RETAIL USES</td>
<td>185,000 Sq.Ft.</td>
</tr>
<tr>
<td>LIGHT INDUSTRIAL AND/OR OFFICE USES</td>
<td>450,000 Sq.Ft.</td>
</tr>
<tr>
<td>RESIDENTIAL (MULTI-FAMILY)</td>
<td>566 Units</td>
</tr>
<tr>
<td>HOTEL</td>
<td>300 Keys</td>
</tr>
<tr>
<td>TOTAL PROJECT CAPACITY</td>
<td></td>
</tr>
</tbody>
</table>

RESIDENTIAL DENSITY

- NON-RESIDENTIAL 65 ft.
- MAXIMUM HEIGHTS
  - RESIDENTIAL 50 ft.
  - HOTEL 120 ft.

CONCEPTUAL PARKING PROGRAM

<table>
<thead>
<tr>
<th>Program</th>
<th>Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>(LIGHT INDUS., OFFICE AND RETAIL)</td>
<td>5,833 Spaces</td>
</tr>
<tr>
<td>RESIDENTIAL (MULTI-FAMILY)</td>
<td>5,420 Spaces</td>
</tr>
<tr>
<td>HOTEL</td>
<td>340 Spaces</td>
</tr>
</tbody>
</table>
| (1 space/key * 300 rooms, plus 1 space/250 sq.ft. "back of house"
  estimated at 10,000 sq.ft.) |

SITE DENSITY

Per FLU Policy 3.2 Mixed Land Uses, the allowable density for Parkway Interchange (PI) is 20 unit/acre. A density bonus of 5% is granted for mixed uses, with a maximum density of 25 units/acre. The project site shall be developed to a density of 20 units/acre, with a 5% density bonus for mixed uses, resulting in a maximum density of 25 units/acre.

DIVISION 22 - GATEWAY INTERCHANGE DISTRICT

Sec. 06.04. - Effective dates and the owner.

The provisions and requirements of the GIDC rules are as follows:

- The GIDC rules and regulations are in effect from the date of adoption of the rules and regulations.

ORB/PG

ORB 5877, PG 9241 - ANNEXATION AGREEMENT
ORB 5890, PG 5168 - 2008 DEVELOPMENT AGREEMENT
ORB 6878, PG 2799 - WATER SERVICE AGREEMENT
ORB 8556, PG 2570 – 2019 DEVELOPMENT AGREEMENT

Refer to the Development Agreement for additional site criteria and allowances.

PROJECT CONCEPTUAL PROGRAM:

PROPOSED SITE PROGRAM:

<table>
<thead>
<tr>
<th>Program</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>RETAIL USES</td>
<td>365,000 Sq.Ft.</td>
</tr>
<tr>
<td>LIGHT INDUSTRIAL AND/OR OFFICE USES</td>
<td>450,000 Sq.Ft.</td>
</tr>
<tr>
<td>RESIDENTIAL (MULTI-FAMILY)</td>
<td>566 Units</td>
</tr>
<tr>
<td>HOTEL</td>
<td>300 Keys</td>
</tr>
</tbody>
</table>

Figure 2: Project Conceptual Program

ARCHITECTURAL DRAWINGS:

- Cover Sheet
  - A01: Site Plan/Boundaries
  - A02: Conceptual Site Plan
  - A03: Conceptual Site Plan
  - A04: Conceptual Site Plan
  - A05: Project Image Sheet

Drawing Index

For any questioned purposes or within the GIDC rules, the details and shall not exceed (61) days unless otherwise required in the development agreement, and the property owner designates, then no 120 days notice shall be served.
Parcelization, building footprints and use locations are conceptual and illustrative only. Actual development under the concept plan is subject to market conditions and the city's platting and site plan processes.

LOT 1 OF SPACE COAST TOWN CENTRE EAST - PHASE I PLAT
7.27 Acres +/-

Future Parcel #25 is proposed to be a gas station, to be approved via this master plan.

Tract B of Space Coast Town Centre East - Phase I Plat, 11.48 acres +/-. Stormwater Management and Ponds/Recreation or Plat Linear park @ perimeter
Parcelization, building footprints and use locations are conceptual and illustrative only. Actual development under the concept plan is subject to market conditions and the city's platting and site plan processes.

Future Parcel #25 is proposed to be a gas station, to be approved via this master plan.
CLEAN ARCHITECTURE WITH A MODERN ATTITUDE AND WARM MATERIALS

HOTEL

OFFICE

GATHERING SPACES

RESIDENTIAL

RETAIL

BRICK

STUCCO

STONE

WOOD

METAL

GLASS
LEGAL DESCRIPTION

INDIAN RIVER SURVEY, INC.

PROFESSIONAL SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION No. 7543
1435 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880   FAX (772) 778-3617

INDIAN RIVER SURVEY, INC.

PROFESSIONAL SURVEYING AND MAPPING

DATE

CERTIFIED TO:

SPACE COAST TOWN CENTRE I, LLC

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE FILE NO. 2037-4555104)

PARCEL 1
THAT PORTION OF LOTS 5, 14, AND 15, FLORIDA-INDIAN RIVER LAND CO., SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, Lying WEST of INTERSTATE NO. 95, EXCEPT LANDS PREVIOUSLY CONVEYED AND DESCRIBED IN OFFICIAL RECORDS BOOK 489, PAGE 659; OFFICIAL RECORDS BOOK 801, PAGE 86; OFFICIAL RECORDS BOOK 1188, PAGE 469; AND OFFICIAL RECORDS BOOK 1490, PAGE 229, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND

PARCELS 2 AND 3
THAT PORTION OF LOTS 2 AND 3, FLORIDA-INDIAN RIVER LAND CO., SECTION 3, TOWNSHIP 28 SOUTH, RANGE 36 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, Lying WEST of INTERSTATE NO. 95, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3 FOR A POINT OF BEGINNING, THENCE RUN NORTHWEST ALONG THE WEST LINE OF LOT 3 A DISTANCE OF APPROXIMATELY 690 FEET TO THE SOUTH LINE OF A MAN-MADE LAKE, THENCE RUN EAST AND A LINE PARALLEL TO THE NORTH LINE OF LOT 3 TO A POINT ON THE WEST LINE OF LOT 2; THENCE RUN NORTHWEST ALONG THE WEST LINE OF LOT 2 TO A POINT ON THE MAN-MADE LAKE; THENCE RUN WEST AND A LINE PARALLEL TO THE NORTH LINE OF LOT 2 TO A POINT ON THE SOUTH LINE OF LOT 2; THENCE RUN WEST AND A LINE PARALLEL TO THE SOUTH LINE OF LOT 2 TO A POINT ON THE WESTLINE OF THE ACCESS ROAD IMMEDIATELY ADJACENT TO INTERSTATE NO. 95; THENCE RUN SOUTHWEST ALONG SAID RIGHT-OF-WAY TO A POINT ON THE SOUTH LINE OF LOT 2; THENCE RUN WEST AND A LINE PARALLEL TO THE SOUTH LINE OF LOT 2 TO A POINT ON THE MAN-MADE LAKE, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONTAINING 44.72 ACRES OF LAND MORE OR LESS.