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Add On

AGENDA

Meeting Date
11/15/16



Section	New Business
Item No.	VI E 2

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	CONCURRENCE OF SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (TITUS LANDING)
DEPT/OFFICE:	MANAGEMENT SERVICES & COMMUNITY SERVICES/COUNTY MANAGER'S OFFICE

Requested Action:

The North Brevard Economic Development Zone (NBEDZ) requests that the Board of County Commissioners (BOC) provide concurrence of the Second Amendment to the Development Agreement, to permit the developers constructing the new Titus Landing retail center in Titusville to alter the site plan for project phases "one" and "two."

Summary Explanation & Background:

The development team of the new Titus Landing retail center in Titusville (consisting of AG Development Group of Tampa and EXXCEL Project Management of Ohio) are presently constructing a series of retail buildings on the site of the former Miracle City Mall, a property considered blighted in 2013. The first retailer in the complex, Hobby Lobby, opened its 50,000+ sq. ft. facility in October, and reported the second-highest sales figures for the retail chain's district during the last week in October. Additional retail space is expected to be completed by mid-2017.

In 2013, the BOC approved an incentive package from the NBEDZ, which agreed to provide a redevelopment grant to the project in the form of a reimbursement of infrastructure costs, said grant award to be capped at \$6.5 million, following completion of the phase "one" site plan, which was provided as an exhibit to the Development Agreement executed by and between the City of Titusville (City) and the developers.

By the spring of 2017 – the completion timeframe for phase "one" – the developers anticipate:

- Approximately 166,000 sq. ft. of building/retail space completed at the project site – an increase above the forecasted total phase "one" finished space of 142,527 sq. ft., as shown in the site plan attached to the original development agreement.
- An injection into the project of \$40 million in private capital – an increase of approximately \$10 million above the forecasted capital investment amount specified in the original development agreement.
- The value of the infrastructure improvements dedicated to the public – a figure upon which the NBEDZ reimbursement grant was based, and capped at \$6.5 million – will likely exceed \$8 million. A substantial part of that infrastructure work – which should be 100% completed for the entire project under the phase "one" scope – relates to stormwater improvements for aiding the health of the Indian River Lagoon.

Noting this progress, the developers have requested that the City approve a "Second Amendment to the Development Agreement" (*copy attached*), in order to permit the completed square footage – shown in a revised site plan in the exhibits section of the document – to be considered phase "one," thus making it possible for the developers to seek the reimbursement grant from the NBEDZ. Since: 1) the grant award to the developers will involve increment tax revenue allocated to the NBEDZ by the BOC; 2) the modification to the definition of phase "one" is material; 3) the county's consent will provide counsel for the financing bank and the City with the ability to sign off on the satisfaction of all requirements necessary for the City to obtain the financing required by the agreements; and 4) consent to the original developer agreement was predicated on completion of the original definition of phase "one," the City has requested concurrence from the BOC on the Second Amendment to the Development Agreement.

Fiscal Impact: The cost of grant proceeds, if it is determined that the project qualifies for partial reimbursement based upon the Development Agreement and the Economic Incentive Grant Agreement (executed by and between the NBEDZ and the developers), would be provided by the NBEDZ over a series of years, per its annual budget allocation.

NBEDZ Staff Contact: troy.post@brevardfl.gov, 321-960-1458

Clerk to the Board instruction: Need the adopted Resolution ASAP.

Exhibits Attached: RESOLUTION, copy of Development Agreement

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager		Department Director / Extension					
Stockton Whitten							



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 16, 2016

M E M O R A N D U M

TO: Stockton Whitten, County Manager

RE: Item VI.E.2., Resolution Providing Concurrence of Second Amendment to the Development Agreement Between City of Titusville, EXXCEL Project Management, LLC, and Titusville Harrison One, LLC, Successor-in-Interest to Miracle City Towne Centre, LLC, to Permit the Developers Constructing the New Titus Landing Retail Center in Titusville to Alter the Site Plan for the Project Phases One and Two

The Board of County Commissioners, in regular session on November 15, 2016, adopted Resolution No. 16-210, providing concurrence of the Second Amendment to the Development Agreement on the Titus Landing Redevelopment Project. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Finance
Budget

RESOLUTION NO. 2016 - 210

RESOLUTION PROVIDING CONCURRENCE OF THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ON THE TITUS LANDING REDEVELOPMENT PROJECT

WHEREAS, the Brevard County Board of Commissioners (Board) created the North Brevard Economic Development Zone (NBEDZ) Dependent Special District under the powers vested in the Board under Chapter 125, Florida Statutes, Chapter 189, Florida Statutes and section 200.065(1), Florida Statutes; and

WHEREAS, the Board approved Resolution No. 2012-113, adopting the written Economic Development Plan of the NBEDZ Dependent Special District, as approved by its board of directors; and

WHEREAS, the NBEDZ board of directors, in accordance with its Economic Development Plan, approved the provision of grant assistance in 2013 to induce the redevelopment of the former Miracle City Mall site in Titusville into a new retail center now known as Titus Landing, a project that is expected to result in a capital investment of more than \$50 million; and

WHEREAS, the NBEDZ believed that inducing this project in 2013 with the pledge of a reimbursement grant not to exceed \$6.5 million, and the project's stated goal of redeveloping a once blighted 30-acre parcel and creating thereupon new retail space and more than 500 full-time and part-time jobs, would provide a needed economic boost to an area of the county that remains adversely impacted by the end of NASA's Space Shuttle program; and

WHEREAS, the City of Titusville (City) has requested that the Board issue concurrence on a proposed Second Amendment to the Development Agreement executed by and between the City and the developers, an amendment that would revise the site plan for the development, a critical element in determining the developers' eligibility for the NBEDZ redevelopment grant.

NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA does hereby grant concurrence to the Second Amendment to the Development Agreement on the Titus Landing redevelopment project.

DONE, ORDERED, and ADOPTED, in regular session, this 15 day of Nov., 2016.

ATTEST:



A blue ink signature of Scott Ellis, written over a circular official seal of the Board of County Commissioners of Brevard County, Florida.

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



A blue ink signature of Jim Barfield, written over a horizontal line.

Jim Barfield, Chairman

As approved by the Board on 11/15/16

SECOND AMENDMENT TO DEVELOPER AGREEMENT

This SECOND AMENDMENT TO DEVELOPER AGREEMENT is entered into this ____ day of _____, 2016, between the City of Titusville ("City"), EXXCEL Project Management, LLC ("Developer"), and Titusville Harrison One, LLC, successor-in-interest to Miracle City Towne Centre, LLC ("Owner").

WITNESSETH

WHEREAS, the City, Developer, and Owner, have entered into that certain Developer Agreement dated February 18, 2014, and recorded on February 19, 2014 in OR Book 7069, Page 157, Public Records of Brevard County, Florida, that certain First Amendment to Developer Agreement dated July 8, 2014 and recorded on July 23, 2014 in OR Book 7172, Page 2504, Public Records of Brevard County, Florida (collectively, the "Developer Agreement");

WHEREAS, Developer is finalizing construction of the Phase One Improvements and desires to update the Site Plan in the Developer Agreement, as amended;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this Second Amendment to Developer Agreement hereby agree as follows:

1. Recitals. The parties agree that the recitals are true and correct and by this reference are incorporated into and made a part of this Second Amendment to Developer Agreement.
2. Site Plan. The Site Plan attached to the Developer Agreement has been updated and attached hereto as Second Amendment Exhibit "A" which replaces Revised Exhibit "A" to the First Amendment to Developer Agreement, in "Section 7. Site Plan", to reflect the current layout and full buildout of the Project and Phase One Improvements and installation for the Phase One utilities and infrastructure, and Second Amendment Composite Exhibit "C" which replaces First Amendment Composite Exhibit "C", the permitted drawings of the Improvements by the City, all of which are consistent with the final design and conform with the City of Titusville Building Code and Urban Village Design zoning classification.
3. Full Force and Effect. All the terms and conditions of the Development Agreement (except as modified herein) shall remain in full force and effect. In the event of any inconsistency between the provisions of the Lease and the provisions of this Second Amendment, the provisions of this Second Amendment shall control.
4. Counterparts. The Second Amendment may be executed in several counterparts, each of which is deemed an original, but all of which together constitute one and the same document.

IN WITNESS WHEREOF, this Second Amendment to Developer Agreement has been executed by the parties on the day and year first written above.

CITY OF TITUSVILLE

BY: _____
NAME: _____
TITLE: _____

Witness

Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of the City of Titusville, Florida, a political subdivision of the state of Florida, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

___ Personally Known OR ___ Produced Identification
Type of Identification _____

[additional signature pages to follow]

EXXCEL Project Management, LLC

BY: F. Douglas Reardon
NAME: F. Douglas Reardon
TITLE: Manager

[Signature]
Witness
E. Hoyer
Witness

State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me this 27th day of October, 2016, by F. Douglas Reardon, the Manager of EXXCEL Project Management, LLC, on its behalf.



Lindsay H. Hodge
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Public

Lindsay H. Hodge
Print, type or stamp Commissioned Name

Personally Known OR Produced Identification
Type of Identification _____

TITUSVILLE HARRISON ONE, LLC

BY: F. Douglas Reardon
NAME: F. Douglas Reardon
TITLE: President

[Signature]
Witness
E. Hoyer
Witness

State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me this 27th day of October, 2016, by F. Douglas Reardon, the President of EXXCEL Project Management, LLC, on its behalf.



Lindsay H. Hodge
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

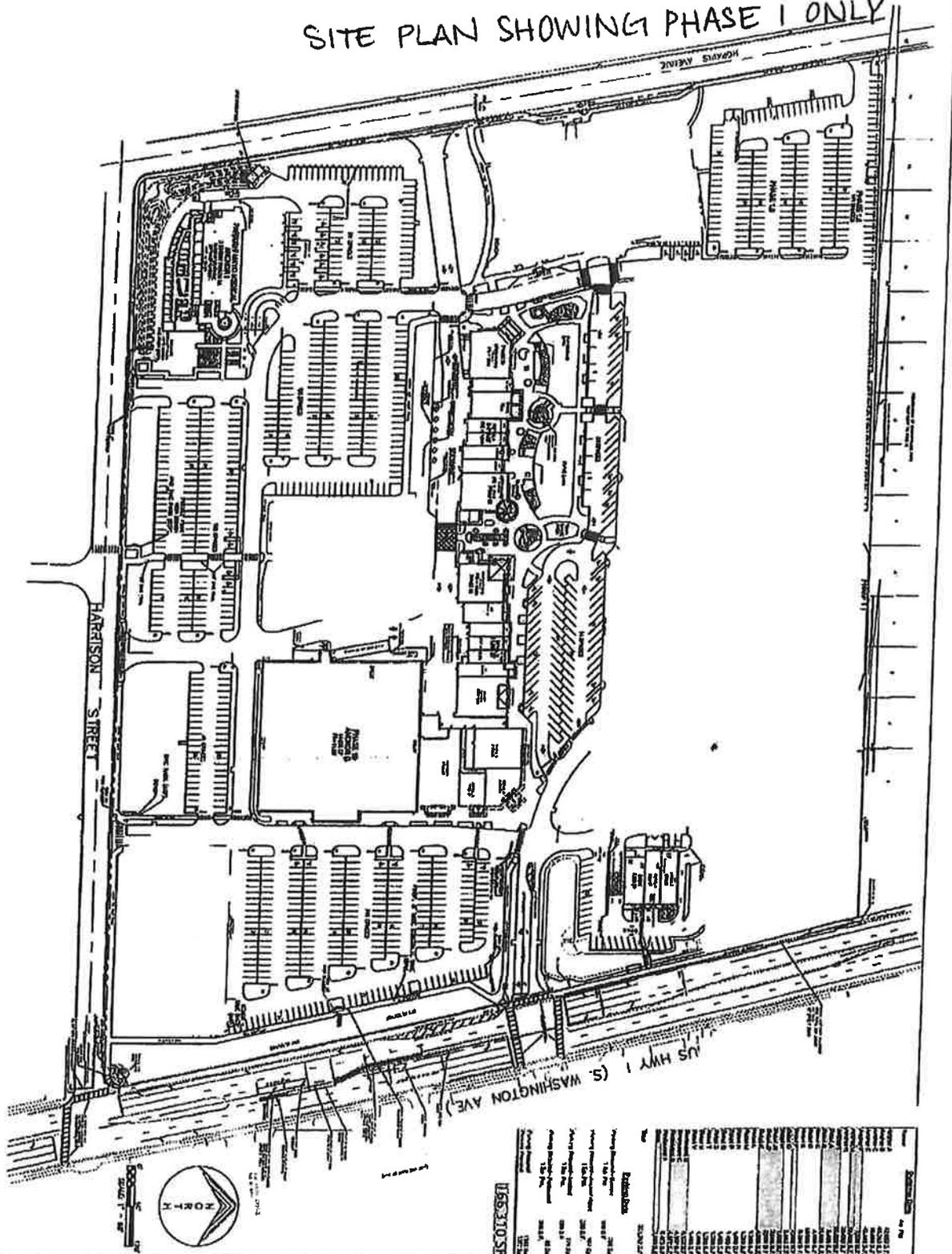
[Signature]
Notary Public

Lindsay H. Hodge
Print, type or stamp Commissioned Name

Personally Known OR Produced Identification
Type of Identification _____

SECOND AMENDMENT COMPOSITE EXHIBIT "C"

SITE PLAN SHOWING PHASE I ONLY



SP-49.3	PROJECT NO. 00019	REVISION No. 01/10/00	DATE 01/10/00	PROJECT THUS LANDING	PROJECT THUS LANDING - SITE	DATE 01/10/00	PROJECT THUS LANDING - SITE
	DATE 01/10/00	PROJECT THUS LANDING	PROJECT THUS LANDING - SITE	PROJECT THUS LANDING - SITE	PROJECT THUS LANDING - SITE	PROJECT THUS LANDING - SITE	PROJECT THUS LANDING - SITE
<p>EXCEL</p> <p>3000 N. W. 10th St., Ft. Lauderdale, FL 33309</p>		<p>Cubaci & Peterson</p> <p>Architects Engineers Planners</p> <p>ORLANDO • PALM BEACH</p>		<p>1925 Prospect Ave. Orlando, FL 32819 P (407) 661-8100 F (407) 661-9101</p> <p>WWW.CP-ORL.COM</p>			

SECOND AMENDMENT COMPOSITE EXHIBIT "C" SITE PLAN WITH PHASE II HIGHLIGHTED

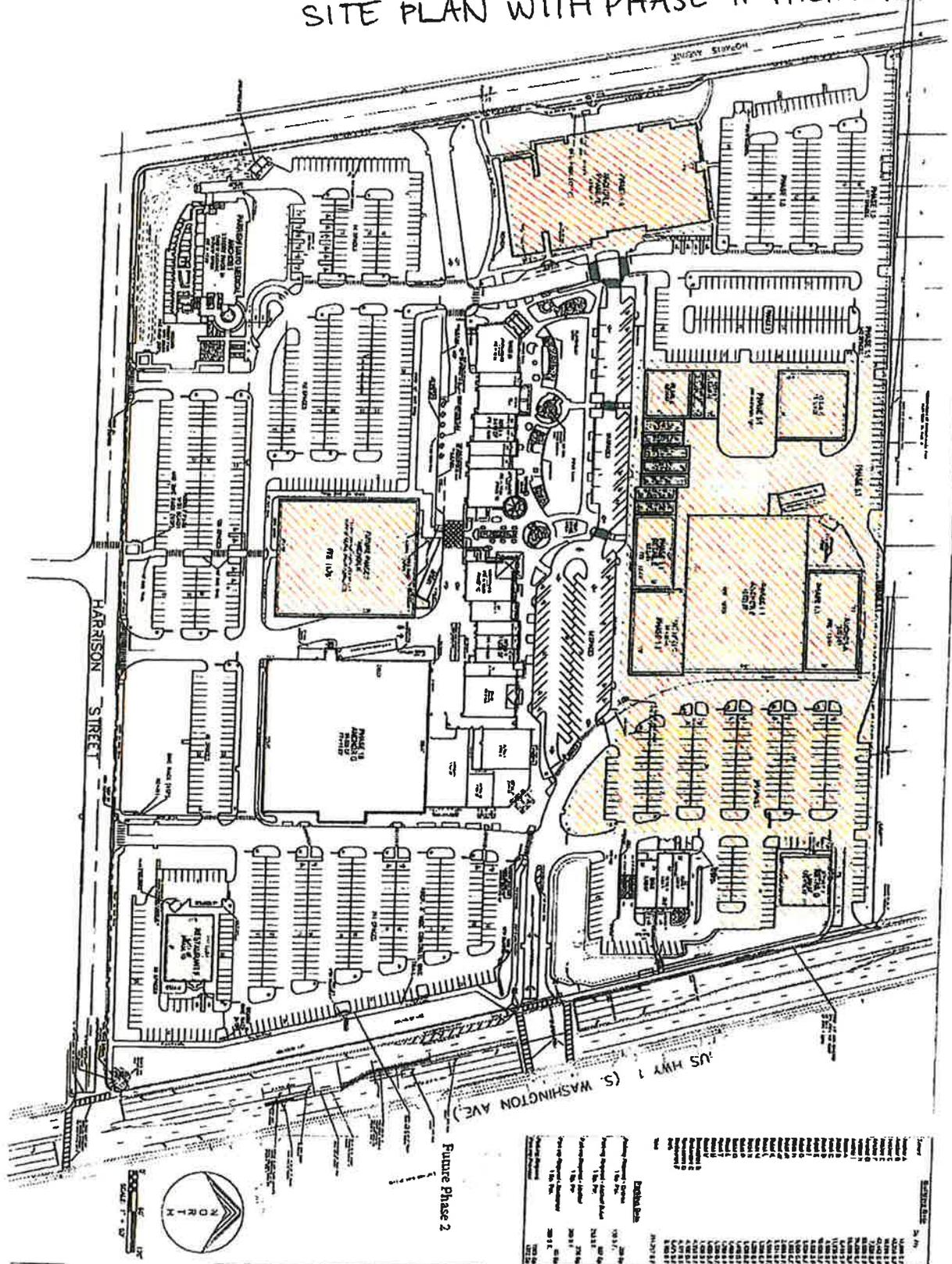


EXHIBIT DATA	
Project Name	Titus Landing - Site
Project No.	SP-49.3
Phase	Phase II
Scale	1" = 20'
North Arrow	See Plan
Prepared By	[Name]
Checked By	[Name]
Date	[Date]

<p>SP-49.3</p>	<p>PROJECT NO. [] DATE [] SCALE [] PHASE [] PREPARED BY [] CHECKED BY [] DATE []</p>	<p>PROJECT NAME Titus Landing - Site 2700 S.W. Washington Ave. Plant City, Florida 33522</p> <p>CLIENT SITE PLAN</p>	<p>EXCH 550 Oak Grove Dr., Columbia, SC 29212</p>	<p>1925 Prospect Ave. Orlando, FL 32814 P (407) 661-9100 F (407) 661-9101 www.ep.com</p>
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SECOND AMENDMENT TO DEVELOPER AGREEMENT

This SECOND AMENDMENT TO DEVELOPER AGREEMENT is entered into this ____ day of _____, 2016, between the City of Titusville ("City"), EXXCEL Project Management, LLC ("Developer"), and Titusville Harrison One, LLC, successor-in-interest to Miracle City Towne Centre, LLC ("Owner").

WITNESSETH

WHEREAS, the City, Developer, and Owner, have entered into that certain Developer Agreement dated February 18, 2014, and recorded on February 19, 2014 in OR Book 7069, Page 157, Public Records of Brevard County, Florida, that certain First Amendment to Developer Agreement dated July 8, 2014 and recorded on July 23, 2014 in OR Book 7172, Page 2504, Public Records of Brevard County, Florida (collectively, the "Developer Agreement");

WHEREAS, Developer is finalizing construction of the Phase One Improvements and desires to update the Site Plan in the Developer Agreement, as amended;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this Second Amendment to Developer Agreement hereby agree as follows:

1. Recitals. The parties agree that the recitals are true and correct and by this reference are incorporated into and made a part of this Second Amendment to Developer Agreement.
2. Site Plan. The Site Plan attached to the Developer Agreement has been updated and attached hereto as **Second Amendment Exhibit "A"** which replaces Revised Exhibit "A" to the First Amendment to Developer Agreement, in "Section 7. Site Plan", to reflect the current layout and full buildout of the Project and Phase One Improvements and installation for the Phase One utilities and infrastructure, and **Second Amendment Composite Exhibit "C"** which replaces First Amendment Composite Exhibit "C", the permitted drawings of the Improvements by the City, all of which are consistent with the final design and conform with the City of Titusville Building Code and Urban Village Design zoning classification. Each Exhibit also designates the outparcel areas that are covered under a separate Development Agreement, entitled "Development Agreement for Titus Landing Outparcel Development" dated May 12, 2016, and recorded on May 26, 2016, in the Brevard County, Florida, OR Book 7624, Page 2149. Developer agrees, in addition to completing Phase One, as required in the Developer Agreement, to obtain a Certificate of Occupancy on the vertical improvements identified on the Phase One Exhibit prior to the release of any funds by the City.
3. Full Force and Effect. All the terms and conditions of the Development Agreement (except as modified herein) shall remain in full force and effect. In the event of any inconsistency between

the provisions of the Lease and the provisions of this Second Amendment, the provisions of this Second Amendment shall control.

- 4. Counterparts. The Second Amendment may be executed in several counterparts, each of which is deemed an original, but all of which together constitute one and the same document.

IN WITNESS WHEREOF, this Second Amendment to Developer Agreement has been executed by the parties on the day and year first written above.

CITY OF TITUSVILLE

BY: _____
NAME: _____
TITLE: _____

Witness

Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of the City of Titusville, Florida, a political subdivision of the state of Florida, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

___ Personally Known OR ___ Produced Identification
Type of Identification _____

[additional signature pages to follow]

EXXCEL Project Management, LLC

BY: _____

NAME: _____

TITLE: _____

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of EXXCEL Project Management, LLC, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

___ Personally Known OR ___ Produced Identification
Type of Identification _____

TITUSVILLE HARRISON ONE, LLC

BY: _____

NAME: _____

TITLE: _____

Witness

Witness

State of _____

County of _____

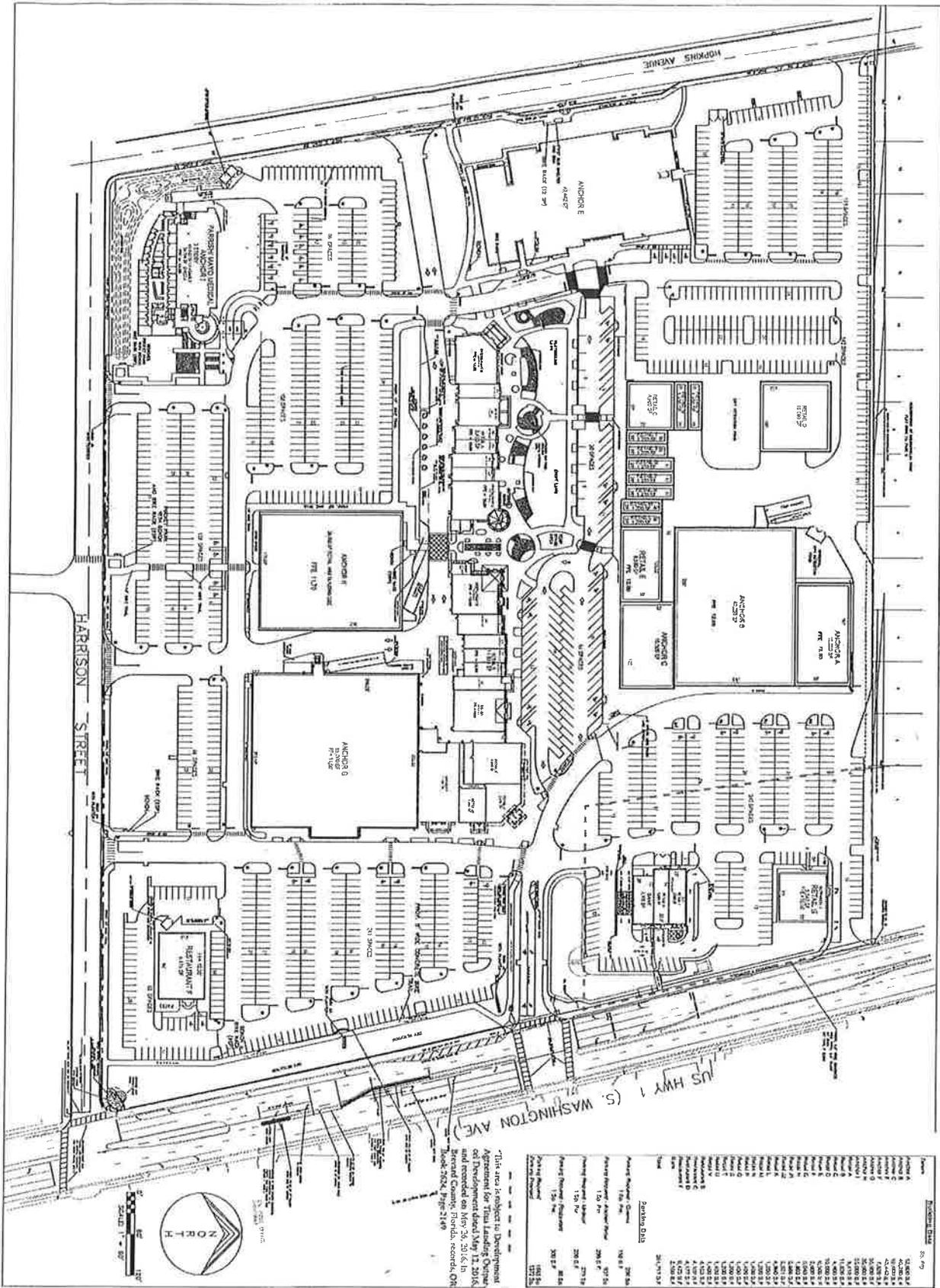
The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of EXXCEL Project Management, LLC, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

___ Personally Known OR ___ Produced Identification
Type of Identification _____

SECOND AMENDMENT EXHIBIT "A"



This area is subject to Development Agreement for Titus Landing, Chapter of Development dated May 11, 2016, and recorded on May 26, 2016 in Grand County, Florida, records, Official Book 7824, Page 2149.

Anchor	Area (sq. ft.)	Volume (cu. ft.)	Height (ft.)	Notes
ANCHOR A	10,000	100,000	10	
ANCHOR B	15,000	150,000	10	
ANCHOR C	12,000	120,000	10	
ANCHOR D	18,000	180,000	10	
ANCHOR E	10,000	100,000	10	
ANCHOR F	12,000	120,000	10	
ANCHOR G	15,000	150,000	10	
ANCHOR H	10,000	100,000	10	
Total	102,000	1,020,000	10	

SP-49.3

PROJECT NO. 123456
 DATE 10/27/2016
 DRAWN BY JAC/MLP
 CHECKED BY [Signature]

TITUS LANDING - SITE
 2669 South Rockledge Avenue
 Titus, Florida 32761

SITE PLAN

EXCEL
 322 GAO Center, Dr., Columbus, GA 31915

Cohaci & Peterson
 Architects Engineers Planners
 ORLANDO • MIAMI • FT. LAUDERDALE

1925 Prospect Ave.
 Orlando, FL 32814
 P (407) 661-9100
 F (407) 661-9101
www.cop.com

VI.E.2

Lewis, Sally A

From: Knox, Scott L
Sent: Monday, November 14, 2016 11:57 AM
To: Anderson, Andy; Barfield, Jim; Fisher, Robin; Infantini, Trudie; Smith, Curt
Cc: Whitten, Stockton E; Lewis, Sally A; Tammy.Rowe@brevardclerk.us
Subject: 11-15-16 agenda item VI E. 2. Revised Second Amendment to Developer Agreement
Attachments: 20161108113845995.pdf

Commissioners:

Attached is the slightly revised Second Amendment to Developer Agreement (and attached Exhibit A) which has now been approved by the Titusville City Council. The amended documents redefine Phase 1 of the Titus Landing project to recognize the actual market driven Phase 1 changes being implemented by the developer and to clarify the certificates of occupancy that must be obtained before the City will be required to provide grant funding reimbursement for \$6.5 million of the \$8 million cost of project infrastructure. The \$6.5 million will be reimbursed to the City over a period of 10 years by the North Brevard Development District from tax increment funding available to that entity.

Scott L. Knox, Brevard County Attorney
2725 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-2090

The State of Florida has a broad public records law and a request made under the authority of that Public Records law may require the disclosure and copying of any email sent to this office unless exempt, privileged or confidential under state law .

-----Original Message-----

From: Broome, Richard [<mailto:Richard.Broome@Titusville.com>]
Sent: Friday, November 11, 2016 12:42 PM
To: Knox, Scott L
Subject: FW: Revised Second Amendment to Developer Agreement

FYI

-----Original Message-----

From: Lindsay Hodge [<mailto:lhodge@exxcel.com>]
Sent: Tuesday, November 08, 2016 11:49 AM
To: Broome, Richard
Cc: Cliff Aiken; Lizzie Hoyle
Subject: Revised Second Amendment to Developer Agreement

See if this works better, thanks.

Lindsay H. Hodge
Director - Corporate Counsel

D: 614.460.7921 | M: 614.537.3616

-----Original Message-----

From: scanner@exxcel.com [<mailto:scanner@exxcel.com>]

Sent: Tuesday, November 8, 2016 11:39 AM
To: Lindsay Hodge <lhodge@exxcel.com>
Subject: Message from "RNP0026739BC30C"

This E-mail was sent from "RNP0026739BC30C" (MP C4503).

Scan Date: 11.08.2016 11:38:45 (-0500)
Queries to: scanner@exxcel.com

SECOND AMENDMENT TO DEVELOPER AGREEMENT

This SECOND AMENDMENT TO DEVELOPER AGREEMENT is entered into this ____ day of _____, 2016, between the City of Titusville ("City"), EXXCEL Project Management, LLC ("Developer"), and Titusville Harrison One, LLC, successor-in-interest to Miracle City Towne Centre, LLC ("Owner").

WITNESSETH

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WHEREAS, Developer is finalizing construction of the Phase One Improvements and desires to update the Site Plan in the Developer Agreement, as amended;

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2. Site Plan. The Site Plan attached to the Developer Agreement has been updated and attached hereto as **Second Amendment Exhibit "A"** which replaces Revised Exhibit "A" to the First Amendment to Developer Agreement, in "Section 7. Site Plan", to reflect the current layout and full buildout of the Project and Phase One Improvements and installation for the Phase One utilities and infrastructure, and **Second Amendment Composite Exhibit "C"** which replaces First Amendment Composite Exhibit "C", the permitted drawings of the Improvements by the City, all of which are consistent with the final design and conform with the City of Titusville Building Code and Urban Village Design zoning classification. Each Exhibit also designates the outparcel areas that are covered under a separate Development Agreement, entitled "Development Agreement for Titus Landing Outparcel Development" dated May 12, 2016, and recorded on May 26, 2016, in the Brevard County, Florida, OR Book 7624, Page 2149. Developer agrees, in addition to completing Phase One, as required in the Developer Agreement, to obtain a Certificate of Occupancy on the vertical improvements identified on the Phase One Exhibit prior to the release of any funds by the City.
3. Full Force and Effect. All the terms and conditions of the Development Agreement (except as modified herein) shall remain in full force and effect. In the event of any inconsistency between

the provisions of the Lease and the provisions of this Second Amendment, the provisions of this Second Amendment shall control.

4. Counterparts. The Second Amendment may be executed in several counterparts, each of which is deemed an original, but all of which together constitute one and the same document.

IN WITNESS WHEREOF, this Second Amendment to Developer Agreement has been executed by the parties on the day and year first written above.

CITY OF TITUSVILLE

BY: _____
NAME: _____
TITLE: _____

Witness

Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of the City of Titusville, Florida, a political subdivision of the state of Florida, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

___ Personally Known OR ___ Produced Identification
Type of Identification _____

[additional signature pages to follow]

EXXCEL Project Management, LLC

BY: _____
NAME: _____
TITLE: _____

Witness

Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of EXXCEL Project Management, LLC, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

__ Personally Known OR __ Produced Identification
Type of Identification _____

TITUSVILLE HARRISON ONE, LLC

BY: _____
NAME: _____
TITLE: _____

Witness

Witness

State of _____
County of _____

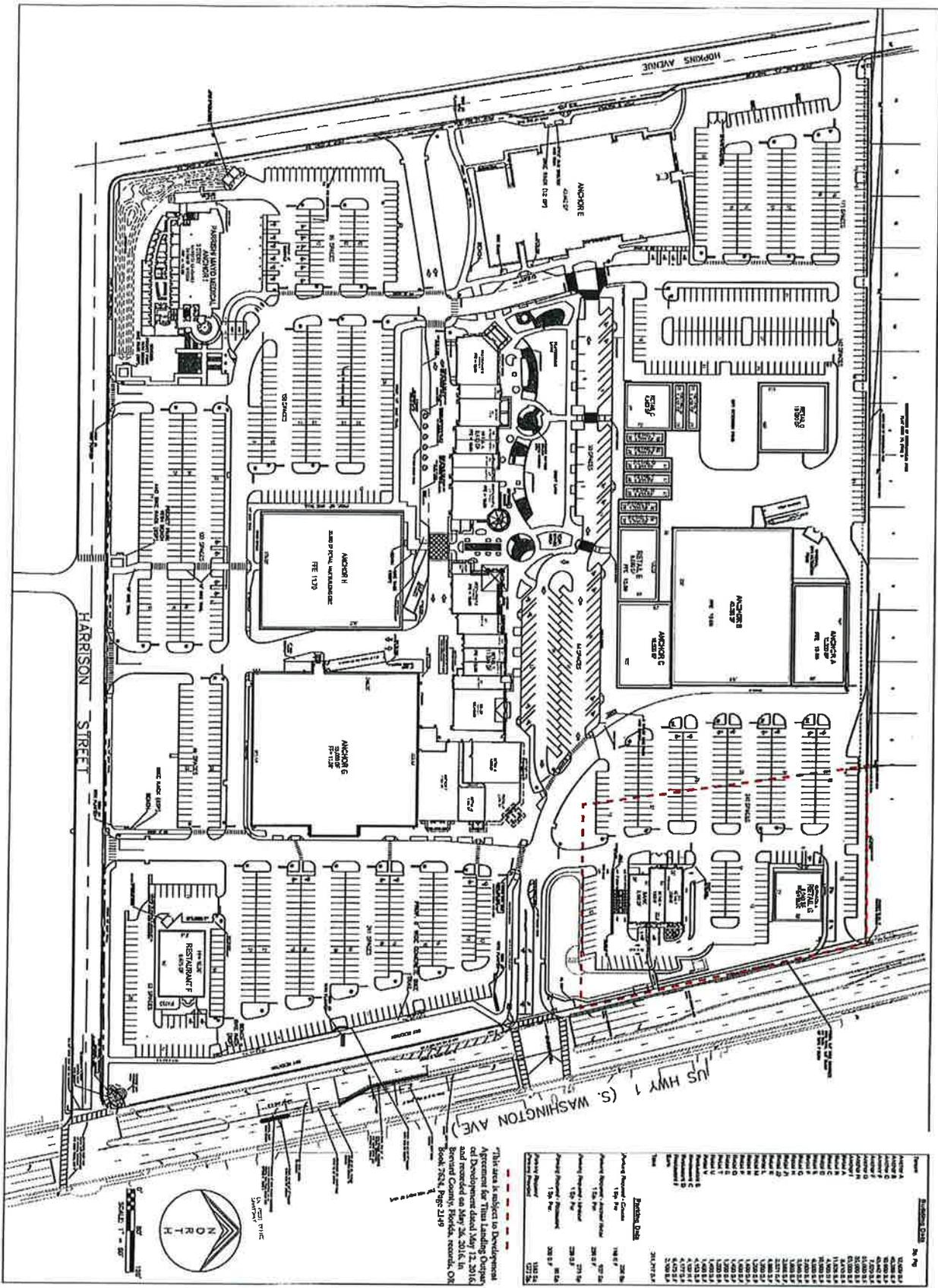
The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of EXXCEL Project Management, LLC, on its behalf.

Notary Public

Print, type or stamp Commissioned Name

Personally Known OR Produced Identification
Type of Identification _____

SECOND AMENDMENT EXHIBIT "A"



Anchor Data

Anchor	Area (sq. ft.)	Setback (ft.)	Notes
Anchor A	10,000	10	
Anchor B	15,000	10	
Anchor C	20,000	10	
Anchor D	25,000	10	
Anchor E	30,000	10	
Anchor F	35,000	10	
Anchor G	40,000	10	
Anchor H	45,000	10	

Other Data

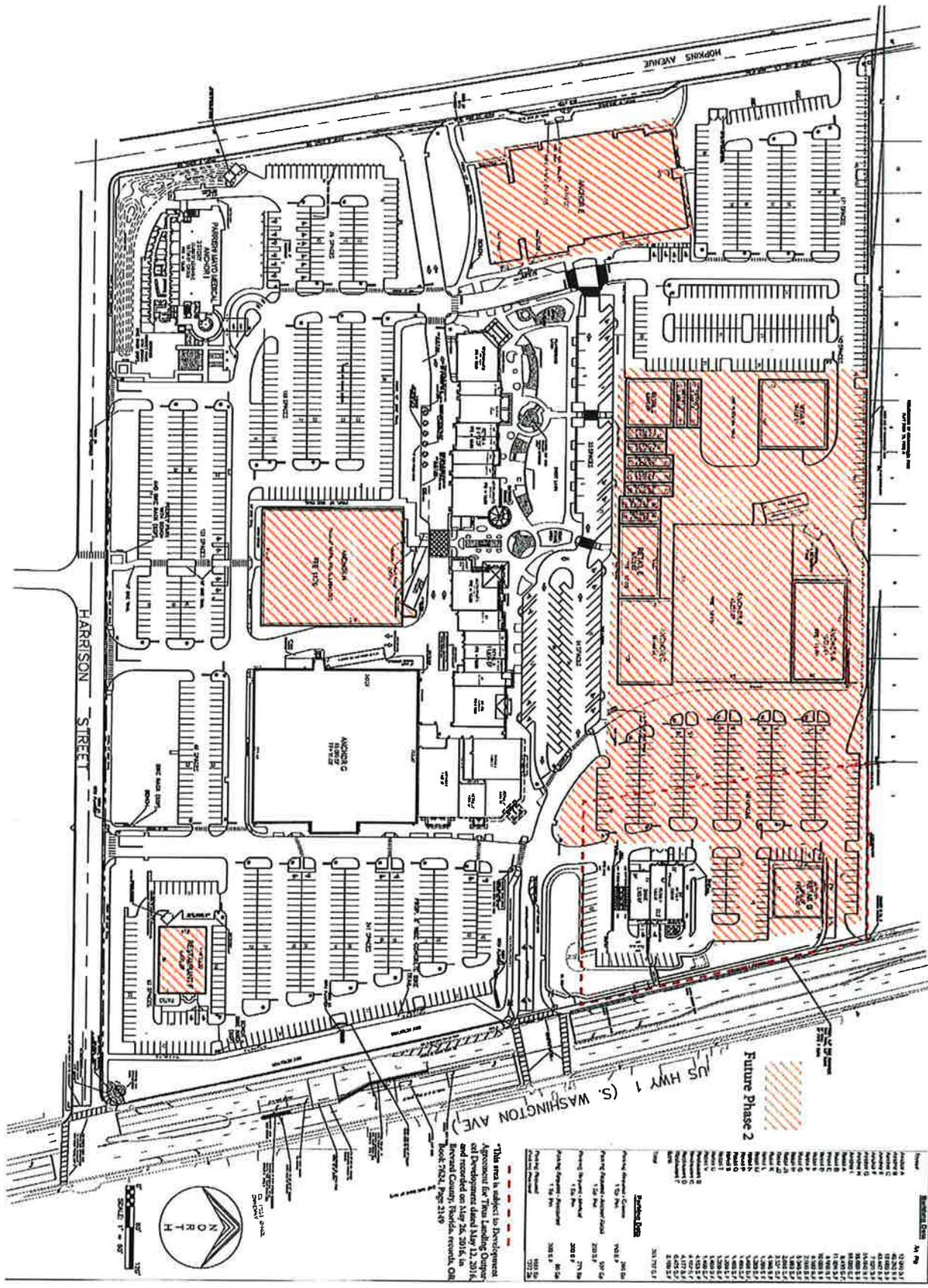
Item	Value
Project Name	Titus Landing - Site
Project Address	2525 South Hickory Avenue, Titusville, Florida 32780
Project Owner	Excel Development, LLC
Project Manager	Excel Development, LLC
Project Engineer	Excel Development, LLC
Project Architect	Excel Development, LLC
Project Date	2014.11.24
Project Status	Final

This site is subject to Development Agreement for Titus Landing (Output of Development) dated May 12, 2016 and recorded on May 26, 2016 in Book 2024 Page 2149.



SP-49.3	PROJECT NO. 21418	DATE 06/02/15	SCALE AS SHOWN	PROJECT NAME Titus Landing - Site 2525 South Hickory Avenue Titusville, Florida 32780	CLIENT EXCEL 328 Oak Grove Dr., Columbia, Ohio 43211	Culhaci & Peterson Architects Engineers Planners ORLANDO • MIAMI/FLORIDA	1925 Prospect Ave. Orlando, FL 32814 P (407) 661-9100 F (407) 661-9101 www.c&p.com		
	REVISIONS	APPROVED	DATE	REVISIONS					
	PROJECT NO. 21418	DATE 06/02/15	SCALE AS SHOWN	PROJECT NAME Titus Landing - Site 2525 South Hickory Avenue Titusville, Florida 32780	CLIENT EXCEL 328 Oak Grove Dr., Columbia, Ohio 43211			Culhaci & Peterson Architects Engineers Planners ORLANDO • MIAMI/FLORIDA	1925 Prospect Ave. Orlando, FL 32814 P (407) 661-9100 F (407) 661-9101 www.c&p.com
	PROJECT NO. 21418	DATE 06/02/15	SCALE AS SHOWN	PROJECT NAME Titus Landing - Site 2525 South Hickory Avenue Titusville, Florida 32780	CLIENT EXCEL 328 Oak Grove Dr., Columbia, Ohio 43211				

SECOND AMENDMENT COMPOSITE EXHIBIT "C"
 SITE PLAN SHOWING PHASE 2 HIGHLIGHTED



This area is subject to Development Agreement for Titus Landing Outpost and Development dated May 12, 2016, and recorded on May 26, 2016, in Brevard County, Florida, records, Official Book 7822, Page 2149

Area	Area No.	Area Description
Area 1	01	10,000 sq ft
Area 2	02	15,000 sq ft
Area 3	03	20,000 sq ft
Area 4	04	25,000 sq ft
Area 5	05	30,000 sq ft
Area 6	06	35,000 sq ft
Area 7	07	40,000 sq ft
Area 8	08	45,000 sq ft
Area 9	09	50,000 sq ft
Area 10	10	55,000 sq ft
Area 11	11	60,000 sq ft
Area 12	12	65,000 sq ft
Area 13	13	70,000 sq ft
Area 14	14	75,000 sq ft
Area 15	15	80,000 sq ft
Area 16	16	85,000 sq ft
Area 17	17	90,000 sq ft
Area 18	18	95,000 sq ft
Area 19	19	100,000 sq ft
Area 20	20	105,000 sq ft
Area 21	21	110,000 sq ft
Area 22	22	115,000 sq ft
Area 23	23	120,000 sq ft
Area 24	24	125,000 sq ft
Area 25	25	130,000 sq ft
Area 26	26	135,000 sq ft
Area 27	27	140,000 sq ft
Area 28	28	145,000 sq ft
Area 29	29	150,000 sq ft
Area 30	30	155,000 sq ft
Area 31	31	160,000 sq ft
Area 32	32	165,000 sq ft
Area 33	33	170,000 sq ft
Area 34	34	175,000 sq ft
Area 35	35	180,000 sq ft
Area 36	36	185,000 sq ft
Area 37	37	190,000 sq ft
Area 38	38	195,000 sq ft
Area 39	39	200,000 sq ft
Area 40	40	205,000 sq ft
Area 41	41	210,000 sq ft
Area 42	42	215,000 sq ft
Area 43	43	220,000 sq ft
Area 44	44	225,000 sq ft
Area 45	45	230,000 sq ft
Area 46	46	235,000 sq ft
Area 47	47	240,000 sq ft
Area 48	48	245,000 sq ft
Area 49	49	250,000 sq ft
Area 50	50	255,000 sq ft
Area 51	51	260,000 sq ft
Area 52	52	265,000 sq ft
Area 53	53	270,000 sq ft
Area 54	54	275,000 sq ft
Area 55	55	280,000 sq ft
Area 56	56	285,000 sq ft
Area 57	57	290,000 sq ft
Area 58	58	295,000 sq ft
Area 59	59	300,000 sq ft
Area 60	60	305,000 sq ft
Area 61	61	310,000 sq ft
Area 62	62	315,000 sq ft
Area 63	63	320,000 sq ft
Area 64	64	325,000 sq ft
Area 65	65	330,000 sq ft
Area 66	66	335,000 sq ft
Area 67	67	340,000 sq ft
Area 68	68	345,000 sq ft
Area 69	69	350,000 sq ft
Area 70	70	355,000 sq ft
Area 71	71	360,000 sq ft
Area 72	72	365,000 sq ft
Area 73	73	370,000 sq ft
Area 74	74	375,000 sq ft
Area 75	75	380,000 sq ft
Area 76	76	385,000 sq ft
Area 77	77	390,000 sq ft
Area 78	78	395,000 sq ft
Area 79	79	400,000 sq ft
Area 80	80	405,000 sq ft
Area 81	81	410,000 sq ft
Area 82	82	415,000 sq ft
Area 83	83	420,000 sq ft
Area 84	84	425,000 sq ft
Area 85	85	430,000 sq ft
Area 86	86	435,000 sq ft
Area 87	87	440,000 sq ft
Area 88	88	445,000 sq ft
Area 89	89	450,000 sq ft
Area 90	90	455,000 sq ft
Area 91	91	460,000 sq ft
Area 92	92	465,000 sq ft
Area 93	93	470,000 sq ft
Area 94	94	475,000 sq ft
Area 95	95	480,000 sq ft
Area 96	96	485,000 sq ft
Area 97	97	490,000 sq ft
Area 98	98	495,000 sq ft
Area 99	99	500,000 sq ft
Area 100	100	505,000 sq ft

PROJECT NO. SP-49.3	DATE 11/14/16	BY MNS	FOR ROAD
	SCALE AS SHOWN	PROJECT SP-49.3	DATE 11/14/16
PROJECT NAME Titus Landing - Site 200 South Highway 1A Titus Landing, Florida 32780			
SHEET TITLE SITE PLAN			
CONTRACTOR EXCEL 3000 Center Dr., Columbus, Ohio 43215		ARCHITECT/ENGINEER Cukacii & Peterson Architects Engineers Planners ORLANDO • PHILADELPHIA	
ADDRESS 1925 Prospect Ave. Orlando, FL 32814 P (407) 661-9100 F (407) 661-9101 www.ep.com			