



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

G.2.

2/20/2024

Subject:

Ordinance Amending the Geographic Boundaries of the District 1 Road and Bridge Municipal Service Taxing Unit

Fiscal Impact:

To be determined.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners hold a Public Hearing and consider adopting an ordinance amending Ordinance No. 94-06 to amend the geographic boundaries of the District 1 Road and Bridge Municipal Service Taxing Unit to include portions of the City of Cocoa, Florida.

Summary Explanation and Background:

Beginning in 2004, the County and the City of Cocoa were involved in litigation regarding the City's annexation of lands. On December 11, 2007, Brevard County entered into a Stipulated Settlement Agreement with the City of Cocoa, as well as Florida Space Needle, LLC, and Barrera Shores, LLC ("Developments") regarding the development of a 267 +/- acre parcel. As part of the Settlement Agreement, the County and City agreed to enter an interlocal agreement whereby municipal service taxing unit revenues ("MSTU revenues") derived from the Developments would be used on existing County-owned and County-maintained facilities in the immediate area impacted by the Developments.

On January 9, 2024, the Board of County Commissioners approved the Interlocal Agreement with the City to incorporate a specified area into District 1's MSTU. By way of the Interlocal Agreement, within 60 days of the effective date, the City agreed to adopt an ordinance to include the areas identified in Exhibit "A" into the County's District 1 MSTU. The Board action also approved legislative intent and permission to advertise an ordinance amending Ordinance No. 94-06. The ordinance was advertised for ten days on the County's websites for legal ads.

Clerk to the Board Instructions:

Upon execution by the Chair and attestation by the Clerk, file the ordinance with the Department of State as required by law within the 10-day deadline.



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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

February 21, 2024

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: Item G.2., Ordinance Amending the Geographic Boundaries of the District 1 Road and Bridge Municipal Service Taxing Unit

The Board of County Commissioners, in regular session on February 20, 2024, adopted Ordinance No. 24-04, amending Ordinance No. 94-06 to amend the geographic boundaries of the District 1 Road and Bridge Municipal Service Taxing Unit to include portions of the City of Cocoa; providing for conflicting provisions; providing for severability; and providing for an effective date. Enclosed is the fully-executed Ordinance.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: County Manager
Finance
Budget



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

February 22, 2024

Honorable Rachel M. Sadoff
Board of County Commissioners
Brevard County
Post Office Box 999
Titusville, FL 32781-0999

Dear Honorable Rachel Sadoff,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Brevard County Ordinance No. 2024-04, which was filed in this office on February 21, 2024.

Sincerely,

Matthew Hargreaves
Administrative Code and Register Director

MJH/wlh

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AMENDING ORDINANCE NO. 94-06; AMENDING THE GEOGRAPHIC BOUNDARIES OF THE DISTRICT ONE ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT TO INCLUDE PORTIONS OF THE CITY OF COCOA, FLORIDA; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 125.01(1)(q), Florida Statutes, the Board of County Commissioners of Brevard County, Florida, hereinafter the "County", is authorized to establish municipal service taxing units, hereinafter "MSTUs", for areas of the County within which may be provided streets, sidewalks, drainage, and transportation services and facilities, among other things, from funds derived from taxes within such unit only; and

WHEREAS, through the adoption of County Ordinances No. 86-39E and 94-06, the County established MSTUs for certain infrastructure projects and later expanded the geographic boundaries of said MSTUs; and

WHEREAS, as part of a settlement agreement between the County, the City of Cocoa, Florida, hereinafter the "City", and two developers, the County and City agreed to include two developments that were annexed into the City, hereinafter the "Developments", into the Brevard County MSTU program; and

WHEREAS, in order to incorporate the Developments into the Brevard County MSTU program, an interlocal agreement has been entered into by the City and County, which is attached hereto as **Exhibit "A"** and incorporated herein by this reference, that identifies the legal descriptions of the Developments and roadways, along with associated services and facilities, eligible for MSTU revenues collected from the Developments to offset at least some of impacts to the area; and

WHEREAS, the County hereby amends the Brevard County District One Road and Bridge MSTU to reflect the expansion of the boundaries of said MSTU to include those certain areas of the City; and

WHEREAS, expansion of said boundaries will require changes to the District One Road and Bridge MSTU; and

WHEREAS, the County understands that MSTU boundaries must accurately reflect Commission District boundaries, but that such District boundaries may also change with re-districting and population calculations.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. Expanding Boundaries of the Brevard County District One Road and Bridge MSTU. The existing boundary of the Brevard County District One Road and Bridge MSTU is coterminous with the unincorporated area of the Brevard County District One Commission District boundaries. The boundary is hereby modified to include the Developments located within the City. Section 1(a) of Ordinance 94-06 is hereby amended to read as follows:

Brevard County District One Road and Bridge MSTU. The boundary of the Brevard County District One Road and Bridge Municipal Service Taxing Unit shall be coterminous with the unincorporated area existing on June 4, 1991 and on the first day of January of each year thereafter within the boundaries of county commission district one. The MSTU boundary shall also include the following properties pursuant to interlocal agreement entered into between the County and the City of Cocoa on January 9, 2024:

PARCEL 1

A parcel of land lying in the North Half of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 329.44 feet to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 44 seconds East, along said North line a distance of 2266.28 feet; thence departing said North line of Section 10, South 00 degrees 32 minutes 12 seconds East, a distance of 2235.09 feet to a point on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence South 88 degrees 36 minutes 31 seconds West (Calculated measurement) South 88 degrees 40 minutes 54 seconds West (Deed), along said existing North right of way line a distance of 454.64 feet; thence North 87 degrees 19 minutes 06 seconds West, a distance of 638.49 feet, to a point of curvature of a curve concave to the Northeast, having a radius of 900.00 feet a central angle of 31 degrees 18 minutes 50 seconds (Calculated measurement) 31 degrees 18 minutes 48 seconds (Deed), thence Northwesterly along the arc of said curve a distance of 491.88 (calculated measurement) 491.87 (Deed) feet; thence North 56 degrees 04 minutes 39 seconds West (Calculated measurement) North 56 degrees 00 minutes 19 seconds West (Deed), a distance of 398.70 (Calculated measurement) 398.75 (Deed) feet to a point of curvature of a non-tangent curve concave to the North having a radius of 969.79 feet, a central angle of 37

degrees 46 minutes 38 seconds, thence Northwesterly along the arc of said curve a distance of 639.42 feet, to a point on the East right of way line of State Road No. 9 (Interstate 95); thence North 00 degrees 11 minutes 53 seconds West, along said East right of way line of State Road No. 9 (Interstate 95), a distance of 566.36 feet; thence North 01 degrees 55 minutes 04 seconds West, a distance of 300.93; thence North 01 degrees 20 minutes 38 seconds West, a distance of 476.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE AREA FOR BORROW PIT NO. 19 AND HAUL ROAD AS SET FORTH IN CIRCUIT COURT MINUTE BOOK 57, PAGE 479, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OTHER THAN THE REVERSIONARY INTEREST, DESCRIBED AS FOLLOWS:

BORROW PIT NO. 19

A parcel of land in the Northwest Quarter of Northwest Quarter of Section 10, Township 24 South, Range 35 East, described as follows:

Commence on the North boundary of said Section 10, at a point 150 feet East from the Northwest corner thereof, run thence South 00 degrees 12 minutes 38 seconds East 50 feet; thence North 89 degrees 59 minutes 22 seconds East, 499.83 feet to the Northwest corner of Borrow Pit No. 19 and the POINT OF BEGINNING; continue thence North 89 degrees 59 minutes 22 seconds East 600 feet; thence South 00

degrees 00 minutes 38 seconds East 550 feet; thence South 89 degrees 59 minutes 22 seconds West 600 feet; thence North 00 degrees 00 minutes 38 seconds West 550 feet to the POINT OF BEGINNING.

AND

HAUL ROUTE FOR BORROW PIT NO. 19

That part of the Northwest Quarter of Northwest Quarter of Section 10, Township 24 South, Range 35 East, lying South and within 50 feet of a line described as follows:

Begin at the Northwest corner of Borrow Pit No. 19 as described above, run thence South 89 degrees 59 minutes 22 seconds West 499.83 feet to the end of said line as herein described.

PARCEL 2

A parcel of land lying in the North Half of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South

89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 2595.72 feet to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 44 seconds East, along said North line of Section 10 a distance of 70.51 feet, to the North Quarter corner of Section 10; thence South 89 degrees 57 minutes 56 seconds East, along said North line of Section 10, a distance of 1926.93 feet; thence departing said North line South 00 degrees 32 minutes 12 seconds East, a distance of 2404.54 feet; to a point on a curve on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence along said existing North right of way line and along said curve that is concave to the South, having a radius of 5879.58 feet, a central angle of 15 degrees 41 minutes 33 seconds; thence Westerly, along the arc of said curve, a distance of 1610.32 feet; thence South 88 degrees 36 minutes 31 seconds West (Calculated measurement) South 88 degrees 40 minutes 54 seconds West (Deed), a distance of 404.03 feet; thence departing said North right of way line North 00 degrees 32 minutes 12 seconds West, a distance of 2235.09 feet, to the POINT OF BEGINNING.

PARCEL 3

A parcel of land lying in the North Half Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 2666.23 feet to the North Quarter corner of Section 10; thence South 89 degrees 57 minutes 56 seconds East, along said North line of Section 10, a distance of 1926.93 feet, to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 56 seconds East, along said North line of said Section 10, a distance of 738.58 feet to the Northeast corner of Section 10; thence South 00 degrees 32 minutes 12 seconds East, along the East line of said Section 10, a distance of 2602.18 feet, to a point on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence North 74 degrees 59 minutes 21 seconds West, along said existing North right of way line, a distance of 693.63 feet, to a point of curvature of a curve concave to the South, having a radius of 5879.58 feet, a central angle of 00 degrees 42 minutes 35 seconds, thence Westerly, along the arc of said curve, a distance of 72.84 feet; thence departing said North right of way line North 00 degrees 32 minutes 12 seconds West, a distance of 2404.54 feet, to the POINT OF BEGINNING.

PARCEL 5

The West 318 feet of the South Half of the South Half of the South Half of the North Half, LESS the North 30 feet for road and LESS the South 100 feet and the West 100 feet for canal, Section 11, Township 24 South, Range 35 East, Brevard County, Florida. Also known as Tract 6, Block 16, CANAVERAL GROVES SUBDIVISION, according to the Map thereof, as recorded in Survey Book 2, Page 621, Brevard County, Florida.

BARRERA PARCEL

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 50.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 918 AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 1630.19 FEET TO A POINT ON THE WATER RETENTION AREA AS DESCRIBED IN F.D.O.T. MAP NO. 405506 5; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG SAID WATER RETENTION AREA FOR THE NEXT 2 COURSES: NORTH 16 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 333.76 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 488.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE STATE ROUTE 9 (INTERSTATE 95) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 34 SECONDS AND A CHORD DISTANCE OF 949.57 FEET WHICH BEARS NORTH 07 DEGREES 30 MINUTES 55 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 952.16 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 10 MINUTES 54 SECONDS WEST, A DISTANCE OF 205.37 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF BEELINE EXPRESSWAY (S.R. 528) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56 DEGREES 36 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 569.39 FEET WHICH BEARS NORTH 28 DEGREES 05 MINUTES 29 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.22 FEET; THENCE CONTINUING ALONG SAID BEELINE EXPRESSWAY RIGHT OF

WAY LINE FOR THE NEXT 5 COURSES: NORTH 56 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 1093.64 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32 DEGREES 11 MINUTES 39 SECONDS AND A CHORD DISTANCE OF 332.99 FEET WHICH BEARS NORTH 72 DEGREES 30 MINUTES 43 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.41 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 31 SECONDS EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16 DEGREES 24 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 1591.78 FEET WHICH BEARS SOUTH 83 DEGREES 11 MINUTES 31 SECONDS EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.23 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 21 SECONDS EAST, A DISTANCE OF 774.87 FEET TO THE EAST LINE OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG SAID EAST SECTION LINE, SOUTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1056.66 FEET; THENCE LEAVING SAID EAST SECTION LINE, NORTH 89 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 668.59 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 1273.27 FEET TO THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 318, THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 51 MINUTES 39 SECONDS WEST, A DISTANCE OF 2003.10 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS, 264.10 ACRES (11,504,572 SQ. FT.), MORE OR LESS.

The tax levy on all real and taxable property for the Brevard County District One Road and Bridge Municipal Service Taxing Unit shall not exceed one (1) Mill.

SECTION 2. Conflicting Provisions. In the case of direct conflicts between any provision of this Ordinance and a portion or provision of any other appropriate federal, State, or local law, rule, code or regulation, the more restrictive shall apply.

SECTION 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. Effective Date. This Ordinance shall take effect pursuant to general law.

DONE, ORDERED AND ADOPTED, in regular session, this 20th day of
February, 2024.

ATTEST:



Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Jason Steele, Chair

As approved by the Board on: FEB 20 2024

Exhibit "A"

INTERLOCAL AGREEMENT

**Between Brevard County, Florida, and the City of Cocoa, Florida, Regarding
Improvements to and Associated Funding Requirements for Certain County Facilities
Impacted by the Developments Identified Herein**

This Interlocal Agreement is made and entered into the date of last signature below by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the **CITY OF COCOA**, a Florida municipal corporation, hereinafter referred to as the "City."

WHEREAS, the County and the City were involved in litigation starting in 2004 whereby the City's annexation of certain lands was challenged by the County; and

WHEREAS, in order for the parties to reach an agreement, the County and City entered into a Stipulated Settlement Agreement on December 11, 2007, hereinafter referred to as the "Settlement Agreement", which is incorporated herein by this reference, along with other property owners, Florida Space Needle, LLC, and Barrera Shores, LLC, collectively referred to as the "Developments"; and

WHEREAS, as part of the Settlement Agreement, the County and City agreed to enter into an interlocal agreement whereby municipal service taxing unit revenues, hereinafter defined as "MSTU revenues", derived from the Developments identified in the aerial map and legal descriptions identified as **Composite Exhibit "A"**, which is attached hereto and incorporated herein by this reference, would be used for County-owned and County-maintained facilities in the immediate area, and associated intersections, impacted by the Developments, including, but not limited to, certain roadways and associated drainage functions, as well as related direct and indirect costs associated with providing such services; and

WHEREAS, certain improvements to the existing County-owned and -maintained roadway and drainage facilities will need to take place as a result of the impacts from the Developments; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, the City is authorized to and agrees to adopt an ordinance consenting to the inclusion of the areas identified in **Composite Exhibit "A"** into the County's District 1 Road and Bridge MSTU; and

WHEREAS, the County will use its best judgment to identify eligible projects and activities along the routes and associated infrastructure identified in map and list of roadways set forth in composite **Exhibit "B"**, which is incorporated herein by this reference, that have been identified as the areas impacted by the Developments.

NOW, THEREFORE, the County and City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

Section 1 – Recitals. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

Section 2 – Statutory Authority. This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, and shall become effective upon recording in the official records of Brevard County in accordance with Section 13 below.

Section 3 – Establishment and Collection of MSTU.

I. Within sixty (60) days of the effective date of this Agreement, the City shall adopt an ordinance consenting to the inclusion of the entire territory of the Developments identified in **Exhibit "A"** into Brevard County's District 1 Road and Bridge MSTU for a term of 30 years and will be automatically renewed. The County shall be responsible for establishing and governing the assessment of the MSTU for the aforementioned territory at a rate equal to the County's District 1 Road and Bridge MSTU as adopted annually with and as a part the County's annual budget. The ordinance shall be effective for the duration of this Agreement.

II. The City acknowledges that by opting into the MSTU, it cannot levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the District 1 Road and Bridge MSTU's annual ad valorem millage rate, unless otherwise provided by law.

III. Within sixty (60) days of the effective date of this Agreement, the County shall adopt an ordinance acknowledging the inclusion of the Developments into the area encompassed by the County's District 1 Road and Bridge MSTU. The ordinance shall be effective for the duration of this Agreement.

IV. The Tax Collector shall collect the MSTU revenues as assessed by the Brevard County Property Appraiser and remit such funds to the County. A portion of the MSTU revenues collected from the Developments shall be used to cover any reasonable administrative costs incurred and invoiced by the Tax Collector and Property Appraiser in administering this portion of the MSTU.

V. If the County's Commission District boundaries are altered after adoption of the respective ordinances, thereby impacting the boundaries of the District 1 Road and Bridge MSTU, then the Developments will be assessed at the then-current Commission District MSTU rate of the abutting areas within the County. The parties shall take any necessary action to ensure the accurate municipal service tax rate is applied to the Developments.

Section 4 – Use of MSTU Revenue.

I. The County will use, at its sole discretion, the MSTU revenues collected from the Developments exclusively on the County-owned and County-maintained facilities directly affected by the Developments as identified in **Exhibit "B"**, as well as related direct and indirect costs associated with providing such services as permitted by law.

II. The County shall not be required to expend the revenues annually. However, any revenues collected and not expended shall be reserved and accounted for by the County for future use in accordance with Section 5 of this Agreement.

Section 5 – Accounting of Funds.

I. The County shall incorporate MSTU revenues from the Developments into the current District's MSTU account, and such revenues shall be used for projects and/or activities within the areas identified in **Exhibit "B"**.

II. The County will make available to the City a memo annually by December 31 on the expenditure of the MSTU revenues pursuant to this Agreement. The report shall also include a general summary of the amount of revenues collected and any unspent balance(s).

Section 6 – Notices. All notices required under this Agreement shall be in writing and delivered to the parties by mail or electronic delivery, as follows:

City Representative
City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

County Representative
Brevard County
Attn: Tammy Thomas-Wood, Public Works Support Service Manager
2725 Judge Fran Jamieson Way, Suite A-201
Viera, Florida 32940
Tammy.Thomas-Wood@brevardfl.gov

Section 7 – Indemnification. To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful

act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

Section 8 – Default. Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

Section 9 – Venue and Non-Jury Trial. Venue for any action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY.**

Section 10 – Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

Section 11 – Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

Section 12 – Entirety. This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

Section 13 – Effective Date and Recording. Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County. The effective date of the MSTU will be established by the enacting ordinance adopted by the City. The County shall be responsible for recording a fully executed original of this Agreement in the public records of Brevard County, and shall return a recorded original of the Agreement to the City Representative identified herein.

Section 14 – Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same instrument.

Section 15 – Termination. This Agreement may be terminated, in whole or in part, at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year last written below.

ATTEST:

CITY OF COCOA

Carie Shealy, City Clerk

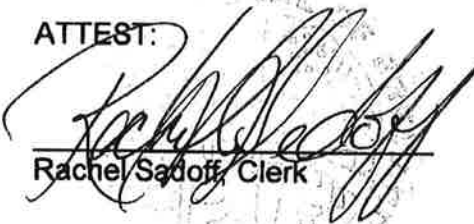
Michael C. Blake, Mayor
As approved by the City Council on _____

Approved as to legal form and sufficiency

Anthony A. Garganese, City Attorney

ATTEST:

BREVARD COUNTY, FLORIDA



Rachel Sadoff, Clerk



Jason Steele, Chair
As approved by the Board on 1/09/2024

Reviewed for Legal Form and Content
solely for Brevard County

Deputy County Attorney

COMPOSITE EXHIBIT A

15


Fidelity National Title
 Insurance Company

Title No. 45441-CD05-104513

Agent ID: FL-2264

Agent File No. FSN/Fairwinds

Policy Jacket No. 1482-5689

EXHIBIT A**PARCEL 1**

A parcel of land lying in the North Half of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 329.44 feet to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 44 seconds East, along said North line a distance of 2266.28 feet; thence departing said North line of Section 10, South 00 degrees 32 minutes 12 seconds East, a distance of 2235.09 feet to a point on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence South 88 degrees 36 minutes 31 seconds West (Calculated measurement) South 88 degrees 40 minutes 54 seconds West (Deed), along said existing North right of way line a distance of 454.64 feet; thence North 87 degrees 19 minutes 06 seconds West, a distance of 638.49 feet, to a point of curvature of a curve concave to the Northeast, having a radius of 900.00 feet a central angle of 31 degrees 18 minutes 50 seconds (Calculated measurement) 31 degrees 18 minutes 48 seconds (Deed), thence Northwesterly along the arc of said curve a distance of 491.88 (calculated measurement) 491.87 (Deed) feet; thence North 56 degrees 04 minutes 39 seconds West (Calculated measurement) North 56 degrees 00 minutes 19 seconds West (Deed), a distance of 398.70 (Calculated measurement) 398.75 (Deed) feet to a point of curvature of a non-tangent curve concave to the North having a radius of 969.79 feet, a central angle of 37 degrees 46 minutes 38 seconds, thence Northwesterly along the arc of said curve a distance of 639.42 feet, to a point on the East right of way line of State Road No. 9 (Interstate 95); thence North 00 degrees 11 minutes 53 seconds West, along said East right of way line of State Road No. 9 (Interstate 95), a distance of 566.36 feet; thence North 01 degrees 55 minutes 04 seconds West, a distance of 300.93; thence North 01 degrees 20 minutes 38 seconds West, a distance of 476.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE AREA FOR BORROW PIT NO. 19 AND HAUL ROAD AS SET FORTH IN CIRCUIT COURT MINUTE BOOK 57, PAGE 479, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OTHER THAN THE REVERSIONARY INTEREST, DESCRIBED AS FOLLOWS:

BORROW PIT NO. 19

A parcel of land in the Northwest Quarter of Northwest Quarter of Section 10, Township 24 South, Range 35 East, described as follows:

Commence on the North boundary of said Section 10, at a point 150 feet East from the Northwest corner thereof, run thence South 00 degrees 12 minutes 38 seconds East 50 feet; thence North 89 degrees 59 minutes 22 seconds East, 499.83 feet to the Northwest corner of Borrow Pit No. 19 and the POINT OF BEGINNING; continue thence North 89 degrees 59 minutes 22 seconds East 600 feet; thence South 00 degrees 00 minutes 38 seconds East 550 feet; thence South 89 degrees 59 minutes 22 seconds West 600 feet; thence North 00 degrees 00 minutes 38 seconds West 550 feet to the POINT OF BEGINNING.

AND

FORM 1481-A (1/79)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-70)
with Florida Modifications

639111 v1


Fidelity National Title
 Insurance Company

Title No. 45441-CD05-104513
 Agent ID: FL-2264
 Agent File No. PSN/Fairwinds
 Policy Jacket No. 1482-5689

HAUL ROUTE FOR BORROW PIT NO. 19

That part of the Northwest Quarter of Northwest Quarter of Section 10, Township 24 South, Range 35 East, lying South and within 50 feet of a line described as follows:

Begin at the Northwest corner of Borrow Pit No. 19 as described above, run thence South 89 degrees 59 minutes 22 seconds West 499.83 feet to the end of said line as herein described.

PARCEL 2

A parcel of land lying in the North Half of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 2595.72 feet to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 44 seconds East, along said North line of Section 10 a distance of 70.51 feet, to the North Quarter corner of Section 10; thence South 89 degrees 57 minutes 56 seconds East, along said North line of Section 10, a distance of 1926.93 feet; thence departing said North line South 00 degrees 32 minutes 12 seconds East, a distance of 2404.54 feet; to a point on a curve on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence along said existing North right of way line and along said curve that is concave to the South, having a radius of 5879.58 feet, a central angle of 15 degrees 41 minutes 33 seconds; thence Westerly, along the arc of said curve, a distance of 1610.32 feet; thence South 88 degrees 36 minutes 31 seconds West (Calculated measurement) South 88 degrees 40 minutes 54 seconds West (Deed), a distance of 404.03 feet; thence departing said North right of way line North 00 degrees 32 minutes 12 seconds West, a distance of 2235.09 feet, to the POINT OF BEGINNING.

PARCEL 3

A parcel of land lying in the North Half Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 2666.23 feet to the North Quarter corner of Section 10; thence South 89 degrees 57 minutes 56 seconds East, along said North line of Section 10, a distance of 1926.93 feet, to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 56 seconds East, along said North line of said Section 10, a distance of 738.58 feet to the Northeast corner of Section 10; thence South 00 degrees 32 minutes 12 seconds East, along the East line of said Section 10, a distance of 2602.18 feet, to a point on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence North 74 degrees 59 minutes 21 seconds West, along said existing North right of way line, a distance of 693.63 feet, to a point of curvature of a curve concave to the South, having a radius of 5879.58 feet, a central angle of 00 degrees 42 minutes 35 seconds, thence Westerly, along the arc of said curve, a distance of 72.84 feet; thence departing said

FORM 3482 A (8/94)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-78)
 with Florida Modifications

639111 v1

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Fidelity National Title
Insurance Company

Title No. 45441-CD05-104513
Agent ID: FL-2264
Agent File No. FSN/Fairwinds
Policy Jacket No. 1482-5689

North right of way line North 00 degrees 32 minutes 12 seconds West, a distance of 2404.54 feet, to the
POINT OF BEGINNING.

PARCEL 5

The West 318 feet of the South Half of the South Half of the South Half of the North Half, LESS the North 30 feet for road and LESS the South 100 feet and the West 100 feet for canal, Section 11, Township 24 South, Range 35 East, Brevard County, Florida. Also known as Tract 6, Block 16, CANAVERAL GROVES SUBDIVISION, according to the Map thereof, as recorded in Survey Book 2, Page 621, Brevard County, Florida.

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BARRERA PROPERTY

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 50.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 918 AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 1630.19 FEET TO A POINT ON THE WATER RETENTION AREA AS DESCRIBED IN F.D.O.T. MAP NO. 405506 5; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG SAID WATER RETENTION AREA FOR THE NEXT 2 COURSES: NORTH 16 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 333.76 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 488.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE STATE ROUTE 9 (INTERSTATE 95) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 34 SECONDS AND A CHORD DISTANCE OF 949.57 FEET WHICH BEARS NORTH 07 DEGREES 30 MINUTES 55 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 952.16 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 10 MINUTES 54 SECONDS WEST, A DISTANCE OF 205.37 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF BEELINE EXPRESSWAY (S.R. 528) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56 DEGREES 36 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 569.39 FEET WHICH BEARS NORTH 28 DEGREES 05 MINUTES 29 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.22 FEET; THENCE CONTINUING ALONG SAID BEELINE EXPRESSWAY RIGHT OF WAY LINE FOR THE NEXT 5 COURSES: NORTH 58 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 1093.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32 DEGREES 11 MINUTES 39 SECONDS AND A CHORD DISTANCE OF 332.99 FEET WHICH BEARS NORTH 72 DEGREES 30 MINUTES 43 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.41 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 31 SECONDS EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16 DEGREES 24 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 1591.78 FEET WHICH BEARS SOUTH 83 DEGREES 11 MINUTES 31 SECONDS EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.23 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 21 SECONDS EAST, A DISTANCE OF 774.87 FEET TO THE EAST LINE OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG SAID EAST SECTION LINE, SOUTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1056.66 FEET; THENCE LEAVING SAID EAST SECTION LINE, NORTH 89 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 668.59 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 1273.27 FEET TO THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 318, THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 51 MINUTES 39 SECONDS WEST, A DISTANCE OF 2003.10 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS, 264.10 ACRES (11,504,572 SQ. FT.), MORE OR LESS.

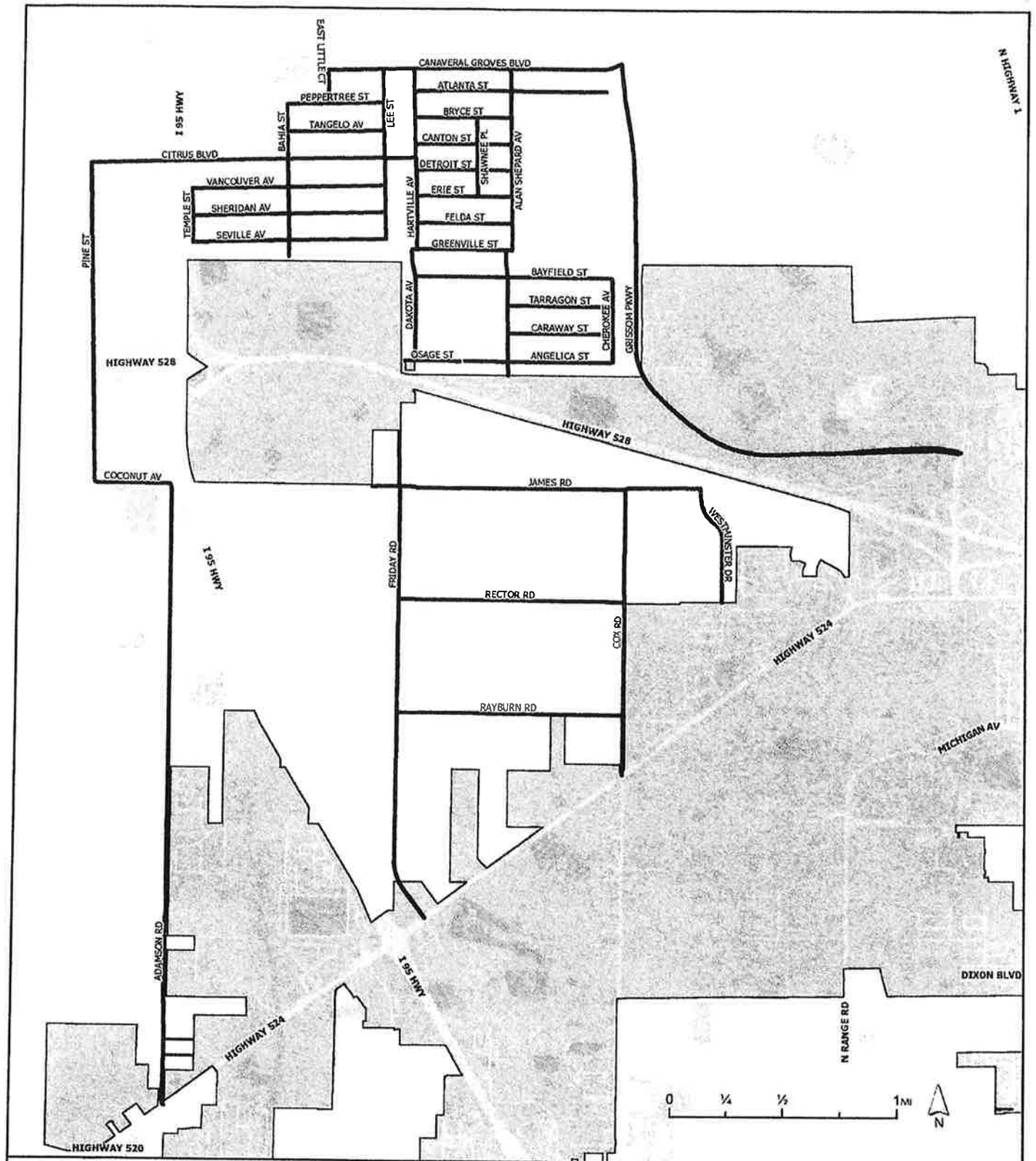


EXHIBIT B – ILA ROADWAYS

-  Selected Roadways
-  Cocoa City Boundary

Exhibit B - Roadway Limits

- Pine Street [Citrus Boulevard to Coconut Avenue]
- Coconut Avenue [Pine Street to Adamson Road]
- Adamson Road [Coconut Avenue to State Road 524]
- Citrus Boulevard [Pine Street to Hartville Avenue]
- Vancouver Avenue [Temple Street to Lee Street]
- Sheridan Avenue [Temple Street to Lee Street]
- Seville Avenue [Temple Street to Lee Street]
- Temple Street [Vancouver Avenue to Seville Avenue]
- Bahia Street [Peppertree Street to Northern Limits of North Annexation Area (Approximately 456.7 feet south of the Seville Avenue southern right-of-way boundary)]
- Peppertree Street [Bahia Street to Lee Street]
- Tangelo Avenue [Bahia Street to Lee Street]
- East Little Court [Canaveral Groves Boulevard to Peppertree Street]
- Lee Street [Canaveral Groves Boulevard to Seville Avenue]
- Canaveral Groves Boulevard [East Little Court to Grissom Parkway]
- Hartville Avenue [Canaveral Groves Boulevard to Greenville Street]
- Dakota Avenue [Greenville Street to Osage Street]
- Shawnee Place [Bryce Street to Erie Street]
- Alan Shepard Avenue [Canaveral Groves Boulevard to southern terminus at Summer Breeze Plantation Subdivision (Approximately 303 feet south of the Angelica Street southern right-of-way boundary)]
- Atlanta Street [Hartville Avenue to Knoxville Avenue]
- Bryce Street [Hartville Avenue to Alan Shepard Avenue]
- Canton Street [Hartville Avenue to Alan Shepard Avenue]
- Detroit Street [Hartville Avenue to Alan Shepard Avenue]
- Erie Street [Hartville Avenue to Alan Shepard Avenue]
- Felda Street [Hartville Avenue to Alan Shepard Avenue]
- Greenville Street [Hartville Avenue to Alan Shepard Avenue]
- Bayfield Street [Dakota Avenue to Cherokee Avenue]
- Tarragon Street [Alan Shepard Avenue to Cherokee Avenue]
- Caraway Street [Alan Shepard Avenue to Cherokee Avenue]
- Osage Street [Eastern Limits of the North Annexation Area (Approximately 314.3 feet west of the Dakota Avenue western right-of-way boundary) to eastern terminus]
- Angelica Street [Western Terminus to Cherokee Avenue]
- Cherokee Avenue [Bayfield Street to Angelica Street]
- Grissom Parkway [Canaveral Groves Boulevard to Industry Road]
- Friday Road [Northern Terminus of improved roadway to State Road 524]
- Cox Road [James Road to State Road 524]
- Westminster Drive [James Road to Brevard County Roadway Limit (Approximately 120 feet north of the Hightower Court northern right-of-way boundary)]
- Rayburn Road [Friday Road to Cox Road]

- Rector Road [Friday Road to Cox Road]
- James Road [Western Terminus of improved public roadway to Westminster Road]
- The drainage right-of-way located approximately 205 feet south of the Osage Street and Angelica Street right-of-way is included as part of this exhibit if the subject area is constructed into an improved public roadway that is maintained by Brevard County. If Angelica Street is extended east to Grissom Parkway, that portion will automatically be included with this Exhibit.
- The extension of James Road located immediately west of the Friday Road right-of-way is included as part of this Exhibit if the subject area is constructed into an improved public roadway.