



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - County Attorney

J.1.

5/5/2026

Subject:

Eastwind Preserve Concurrency Mitigation and Right-of-Way Use Agreement

Fiscal Impact:

Developer to construct specifically identified N. Wickham Road concurrency mitigation improvements with an estimated construction cost of \$118,454.54 or, alternatively, pay that amount to Brevard County to be applied to construction of the identified improvements or another project intended to serve concurrency needs on N. Wickham Road.

Dept/Office:

Public Works

Requested Action:

Approve the proposed Concurrency Mitigation and Right-of-Way Use Agreement, authorize the Chair to execute the Agreement, and authorize the County Manager to execute any budget change requests (BCRs) or perform such other administrative actions related to the Agreement as may be required.

Summary Explanation and Background:

Shannash Properties, Inc. ("Owner") owns the subject property located in the City of Melbourne at the intersection of N. Wickham Road and Preserve Drive identified as Parcel ID Nos. 26-36-36-00-6 and 26-36-36-02-R (the "Property"). Eastwind Acquisitions, LLC ("Applicant") is the Owner's authorized representative for the Property. The City of Melbourne recently annexed the Property and approved a comprehensive plan amendment, rezoning, and site plan for a 264-unit multi-family apartment complex on the Property (the "Development").

The Property is located immediately west of the 150-foot-wide N. Wickham Road right-of-way, and the Development is planned to utilize the current driveway connection to N. Wickham Rd via an existing signalized intersection at Preserve Drive and N. Wickham Road for ingress-egress access.

The Owner/Applicant has filed applications for sanitary sewer service availability and solid waste capacity reservation with Brevard County and desires to connect to Brevard County sanitary sewer service north of the Property. The connection to Brevard County sanitary sewer service is proposed to be via a public lift station located on the Property and a 4" force main extension line to be installed on the west side of the N. Wickham Road right-of-way.

In response to the filed applications, County staff advised the Owner/Applicant that an existing deficiency of roadway concurrency as to Segment 389 of N. Wickham Road prevents approval of the applications. The Owner/Applicant provided a traffic impact study revised as of March 2026 which notes no new segment

deficiencies as a result of the Development except for minor street delays at the intersection of Wickham Road and Preserve Drive/Pebble Creek Street, and which includes data that supports the provision of certain improvements to the southbound left turn lane at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street to meet FDOT Design Manual (FDM) Chapter 212-1 standards.

The Owner/Applicant proposes to voluntarily construct or fund certain improvements to the southbound left turn lane at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street to meet FDM 212-1 design standards to resolve any potential traffic concurrency issues related to the Development. In lieu of the Owner/Applicant's construction of these southbound left turn lane improvements, the Owner/Applicant may make a capital contribution payment in the full amount of said improvements to Brevard County which may be applied to either the specifically identified improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road.

Clerk to the Board Instructions:

Return a copy of the Clerk's Memorandum and executed agreement to the Public Works Director.



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

May 6, 2026

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: J.1., Eastwind Preserve Concurrency Mitigation and Right-of-Way Use Agreement

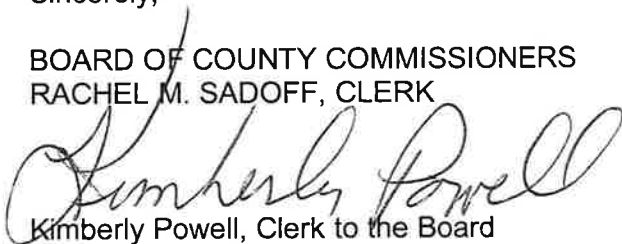
The Board of County Commissioners, in regular session on May 5, 2026, approved the proposed Concurrency Mitigation and Right-of-Way Use Agreement; authorized the Chair to execute the Agreement; and authorized the County Manager to execute any budget amendments (BCRs) or perform such other administrative actions related to the Agreement as may be required. Enclosed is an executed Agreement.

Upon execution by all parties, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/sj

Encl. (1)

cc: Contracts Administration
Finance
Budget

PREPARED BY & RETURN TO:
Clifford R. Repperger, Jr., Esq.,
WhiteBird, PLLC
2101 Wavery Place
Melbourne, FL 32901

CONCURRENCY MITIGATION AND RIGHT-OF-WAY USE AGREEMENT

THIS CONCURRENCY MITIGATION AND RIGHT-OF-WAY USE AGREEMENT ("Agreement") is made and entered into this 5th day of May, 2026, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is: 2725 Judge Fran Jamieson Way, Building C, Viera, FL 32940 (hereinafter referred to as "Brevard County"), SHANNASH PROPERTIES, INCORPORATED, a Florida limited liability company, whose address is: 5846 South Flamingo Road, STE 295, Cooper City, FL 33330 (hereinafter referred to as "Owner"), and EASTWIND ACQUISITIONS, LLC, a Florida limited liability company, whose address is: 6900 Tavistock Lakes Blvd., STE 400, Orlando, FL 32827 (hereinafter referred to as "Applicant").

RECITALS:

WHEREAS, Applicant is the authorized representative of the Owner of certain real property located in Brevard County identified as Parcel ID Nos. 26-36-36-00-6 and 26-36-36-02-R (hereinafter referred to as "Subject Property"); and

WHEREAS, the Owner/Applicant has recently obtained various development approvals from the City of Melbourne, Florida, including annexation, comprehensive plan amendment, rezoning, and site plan approval for a 264-unit multi-family apartment complex (hereinafter referred to as "Development Project") on the Subject Property; and

WHEREAS, the Subject Property is located immediately west of the 150-foot wide N. Wickham Road right-of-way, and the Development Project is planned to utilize a current driveway connection to N. Wickham Road via an existing signalized intersection at Preserve Drive and N. Wickham Road for ingress-egress access; and

WHEREAS, the Owner/Applicant has filed applications for Sanitary Sewer Service Availability and Capacity Reservation and Solid Waste Capacity Reservation with Brevard County (hereinafter referred to as "Applications") and desires to connect to Brevard County Sanitary Sewer Service north of the Subject Property; and

WHEREAS, the connection to Brevard County Sanitary Sewer Service is proposed to be via a public lift station located on the Subject Property and a 4" force main extension line to be installed on the west side of the N. Wickham Road right-of-way as depicted on the Overall Site Plan prepared by Kimley-Horn and Associates, Inc. dated April 14, 2026 for "KHA PROJECT 145246002;" Sheet Number C-400 (attached and incorporated hereto as Exhibit "A"); and

WHEREAS, in response to the filed Applications, Brevard County has advised the Owner/Applicant that there is an existing deficiency of roadway concurrency as to Segment 389 of N. Wickham Road preventing approval of the Applications; and

WHEREAS, the Owner/Applicant has provided Brevard County a Traffic Impact Study revised as of March 2026 which notes no new segment deficiencies as a result of the Development Project except for minor street delays at the intersection of Wickham Road & Preserve Drive/Pebble Creek Street, and which includes data that supports the provision of certain improvements to the southbound left turn lane at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street to meet FDOT Design Manual (FDM) Chapter 212-1 standards; and

WHEREAS, Brevard County is agreeable to the Owner/Applicant's proposal of voluntarily constructing or funding certain improvements to the southbound left turn lane at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street to meet FDOT Design Manual (FDM) Chapter 212-1 design standards as being acceptable to resolve any potential traffic concurrency issues related to the Development Project; and

WHEREAS, in lieu of the Owner/Applicant's construction of the southbound left turn lane improvements at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street, the parties agree that the Owner/Applicant may make a capital contribution payment in the full amount of said improvements to Brevard County which may be applied by Brevard County to either the specifically identified improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road; and

WHEREAS, notwithstanding any specific data or conclusions in the Traffic Impact Study provided by the Owner/Applicant, the parties agree and understand that this Agreement is intended to serve as a binding proportionate-share agreement for the Development Project pursuant to Section 163.3180, Florida Statutes.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.**

The "WHEREAS" clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. **TRAFFIC CONCURRENCY MITIGATION IMPROVEMENTS.**

The parties agree that the Owner/Applicant has voluntarily proposed and Brevard County has accepted the proposed modifications to the southbound left turn lane at N. Wickham Road and Preserve Drive/Pebble Creek Street (hereinafter referred to as "Concurrency Mitigation Improvements") as being acceptable to resolve any potential traffic concurrency issues related to the Development Project. The Concurrency Mitigation Improvements shall generally improve the

southbound left turn lane to provide for a full width of 210' and a 50' taper in an effort to meet FDM 212-1 design standards. The full scope description and proposed costs associated with the Concurrency Mitigation Improvements is attached and incorporated hereto as Exhibit "B." The parties specifically agree that the named Applicant seeking a right-of-way use permit shall have the sole obligation to construct the improvements described in this Section or to make payment in lieu of such construction as provided in Section 3 of this Agreement.

3. **PAYMENT IN LIEU OF CONSTRUCTION.**

In lieu of the Owner/Applicant's construction of the Concurrency Mitigation Improvements, the parties agree that the Owner/Applicant may make a capital contribution payment in the full amount of said improvements as reflected on Exhibit "B" to Brevard County which may be applied by Brevard County to either the specifically identified improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road, including, but not limited to, the project known as *Wickham Road and Pineda Causeway (Expand Northbound Right Turn Lane)*. The parties specifically agree that the named Applicant seeking a right-of-way use permit shall have the sole obligation to construct the improvements as described in Section 2 of this Agreement or to make payment in lieu of such construction as provided in this Section.

4. **RIGHT-OF-WAY USE PERMIT.**

Upon the occurrence of both: 1. The Owner/Applicant's compliance with the relevant provisions of Chapter 86, Article III, Division 3 Code of Ordinances of Brevard County, Florida regarding right-of-way permit application and formal bonding procedures, if applicable; and 2. The Owner/Applicant's payment of a total sum of Concurrency Mitigation Improvements as reflected on Exhibit "B" to Brevard County in lieu of the Owner/Applicant's construction of the Concurrency Mitigation Improvements, a right-of-way use permit allowing for the planned improvements and connection to Brevard County Sanitary Sewer System as reflected on Exhibit "A" shall be issued by Brevard County.

5. **CONCURRENCY MITIGATION IMPROVEMENT FUNDS.**

The parties specifically agree that Brevard County, in its sole discretion, may choose to apply any portion of the total sum of Concurrency Mitigation Improvement funds paid by the Owner/Applicant to either the specifically identified Concurrency Mitigation Improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road, including, but not limited to, the project known as *Wickham Road and Pineda Causeway (Expand Northbound Right Turn Lane)*.

6. **SCOPE OF CONCURRENCY MITIGATION IMPROVEMENTS-
NONEXCLUSIVE SEWER CONNECTION OPTION-TERMINATION
PRIOR TO DEVELOPMENT.**

A. The parties specifically agree that the Concurrency Mitigation Improvements provided for in this Agreement are required solely for the construction, location, and use of planned

sanitary sewer infrastructure serving the Development Project in the N. Wickham Road right-of-way as depicted on Exhibit "A." The parties agree that Concurrency Mitigation Improvements are not required for the location and construction of public sidewalks adjacent to the Development Project within the N. Wickham Road right-of-way.

B. If the Owner/Applicant provides notice to Brevard County that it has: 1. Revised its Overall Site Plan as depicted on Exhibit "A" to remove said sanitary sewer infrastructure from the N. Wickham Road right-of-way and to connect to sanitary sewer service provided by the City of Melbourne via alternate route outside of the N. Wickham Road right-of-way; or 2. Decided not to proceed with the Development Project, this Agreement shall terminate upon the County's receipt of said notice and the parties shall have no further obligations under the same.

C. If the Owner/Applicant provides notice pursuant to Section 6.B. after it has paid the Concurrency Mitigation Improvement funds to Brevard County, Brevard County shall refund the amount of Concurrency Mitigation Improvement funds paid by the Owner/Applicant (minus any applicable administrative processing fees) within ninety (90) days of receipt of said notice so long as the Concurrency Mitigation Improvement funds have not been utilized. If Brevard County has utilized the Concurrency Mitigation Improvement funds paid by the Owner/Applicant at the time of receipt of a notice pursuant to Section 6.B., it shall have no obligation to refund the same to Owner/Applicant.

7. **SANITARY SEWER SYSTEM IMPROVEMENTS.**

Notwithstanding the terms of this Agreement, any sanitary sewer system improvements constructed or located with the N. Wickham Road right-of-way shall comply with all applicable permit and regulatory requirements of Chapter 110, Article II Code of Ordinances of Brevard County, Florida and Criteria for Water and Sanitary Sewerage Systems within Brevard County Florida promulgated by the Brevard County Utility Services Department as a condition to Brevard County's issuance of any right-of-way use permit.

8. **WAIVER OF CLAIMS.**

The Owner/Applicant hereby waives any and all claims against the Brevard County for any loss or damages resulting from Brevard County's evaluation of concurrency and any permitting or right-of-way use issues related to the Development Project arising from this Agreement or the operation of this Agreement and forever releases Brevard County from any claim in any way associated with the same. The Owner/Applicant further waives any right to file any action challenging the validity of this Agreement for any reason.

9. **NOTICES.**

Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

If to Brevard County:	County Manager, Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way
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Building C
Viera, FL 32940

With a copy to: County Attorney,
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Building C
Viera, FL 32940

If to Owner: Shannash Properties, Incorporated
5846 South Flamingo Road
STE 295
Cooper City, FL 33330

If to Applicant : Eastwind Acquisitions, LLC
C/O Stephen Novacki,
Vice President Development and Acquisitions
6900 Tavistock Lakes Blvd., Suite 400
Orlando, FL 32827

With a copy to: Clifford R. Repperger, Jr., Esq.
WhiteBird, PLLC
2101 Waverly Place
Melbourne, FL 32901

All notices shall be effective upon receipt. Any party may change their representative to receive notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

10. **LIMITATION OF AGREEMENT.**

It is expressly stipulated that this Agreement is applicable solely to the Overall Site Plan as reflected in Exhibit "A" as may be amended, but shall not apply to any other proposed use or increase in density of the Development Project.

11. **PRIOR AGREEMENTS.**

This Agreement represents the entire Agreement between the parties and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

12. **ASSIGNMENT.**

This Agreement may be assigned, delegated, and/or transferred without written approval of the other party. Any such Assignee shall give written notice to the other party within thirty (30) days after assignment of this Agreement to Assignee.

13. **SEVERABILITY.**

If any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

14. **MODIFICATIONS.**

No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless said changes are made in writing and executed by both parties.

15. **SOVEREIGN IMMUNITY.**

Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the Brevard County.

16. **LAW AND VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute, claim, or action arising out of or related to this Agreement shall be in any appropriate court of jurisdiction of the Eighteenth Judicial Circuit in and for Brevard County, Florida and any trial shall be non-jury. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs associated with the bringing such action.

17. **BINDING EFFECT.**

This Agreement shall be binding upon, and shall inure to the benefit of, all successors-in-interest of the parties of this Agreement. Any such successor-in-interest shall give written notice thirty (30) days after its assumption of this Agreement to the other party.

18. **PARTIES DRAFTED EQUALLY.**

Brevard County and the Owner/Applicant agree that both parties have played an equal and reciprocal part in the drafting of this Agreement. Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Both parties acknowledge that they have had an opportunity to consult with the legal counsel of their choosing prior execution of this Agreement.

19. **TERM.**

This Agreement shall be for an initial term of thirty (30) years and shall automatically renew thereafter on an annual basis, for an unlimited number of annual periods unless terminated by the Brevard County or the Owner/Applicant as provided herein.

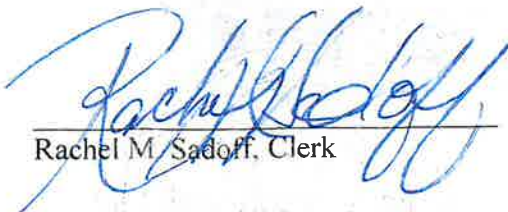
20. **RECORDATION; EFFECTIVE DATE.**

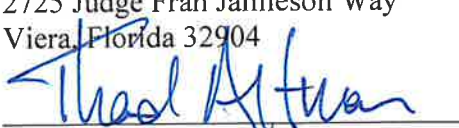
This Agreement shall be recorded in the Public Records of Brevard County, Florida. The recorded original of this Agreement, or any amendment hereto, shall be returned to Brevard County for filing in its records. This Agreement shall take effect (the "Effective Date") when a fully executed original Agreement is recorded in the Public Records of Brevard County, Florida.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[EXECUTION PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS
a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way
Viera, Florida 32904



Rachel M. Sadoff, Clerk

By: Thad Altman, Chair

As approved by the Board on May 5, 2026

Approved as to legal form and sufficiency:



Morris Richardson, County Attorney

OWNER:
SHANNASH PROPERTIES,
INCORPORATED
5846 South Flamingo Road
STE 295
Cooper City, FL 33330

By: Ronald McMartin
Its: PRES.

Pursuant to Florida Statutes Section 117.05(13)(c), the following notarial certificate is sufficient for an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ by remote online notarization this 30th day of April, 2026, by Ronald McMartin as President for Shannash Properties, Inc. who is personally known to me or produced driver's license as identification.



Notary Public
Printed Name: Daniel Evans
Commission No.: #HH367144

Commission Expires: Feb 27, 2027

Signed, sealed, and delivered in the presence of:

Judith A. Truitt
Witness Signature

Judith A. Truitt
Witness Printed Name

Witness Address:

1698 W. Hibiscus Blvd Ste A
Melbourne FL 32901

Angela Edwards
Witness Signature

ANGELA EDWARDS
Witness Printed Name

Witness Address:

1698 W. HIBISCUS BLVD SUITE A
MELBOURNE, FL 32901

APPLICANT:
EASTWIND ACQUISITIONS, LLC
6900 Tavistock Lakes Blvd., Suite 400
Orlando, FL 32827

Stephen R. Novacki
By: STEPHEN R. NOVACKI
Its: VICE PRESIDENT

Pursuant to Florida Statutes Section 117.05(13)(c), the following notarial certificate is sufficient for an acknowledgment in a representative capacity:

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ by remote online notarization this 30 day of April, 2026, by STEPHEN R NOVACKI as VICE PRESIDENT for EASTWIND ACQUISITIONS, LLC who is personally known to me or produced FLDL as identification.

Yisel Karina Gascot
Notary Public
Printed Name: Yisel Karina Gascot
Commission No.: HH 350801

Commission Expires: 02-07-2027

Signed, sealed, and delivered in the presence of:

Robert Moss

Witness Signature

Robert Moss
Witness Printed Name

Witness Address:

6900 Tavistock Lakes
Bldg Ste 400 Orlando FL 32827



Elenita Ortiz

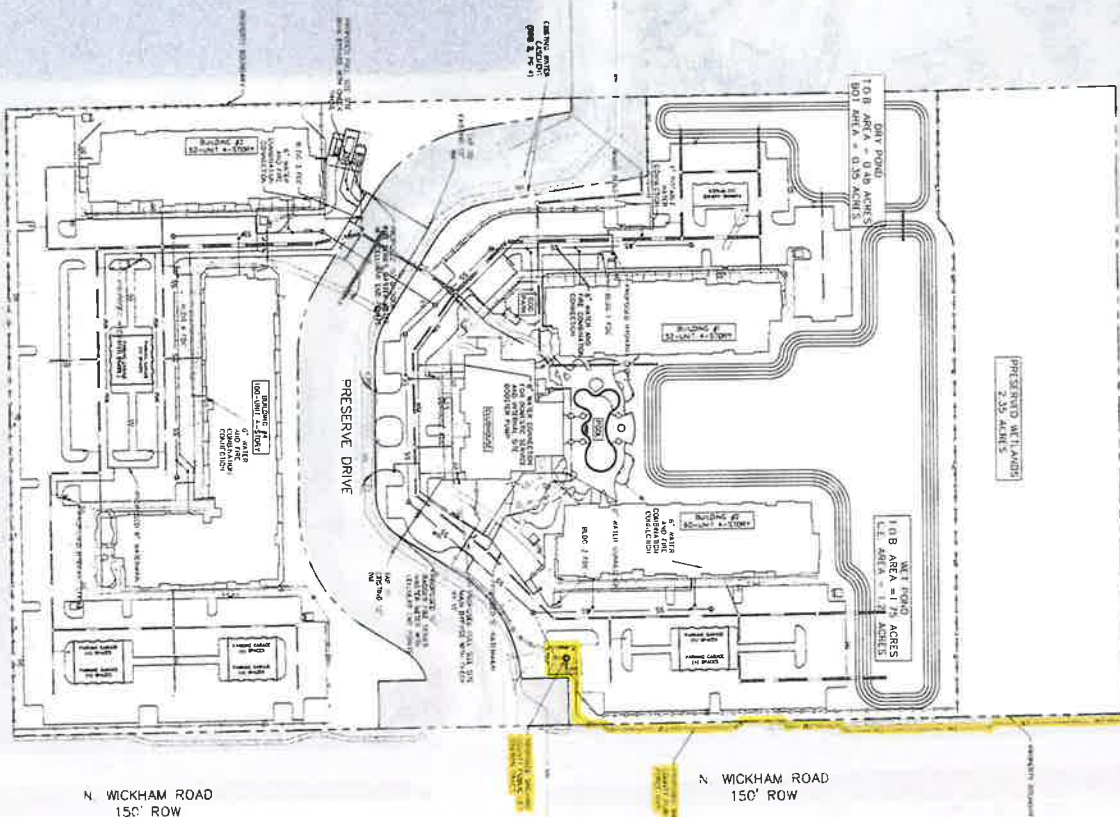
Witness Signature

Elenita Ortiz
Witness Printed Name

Witness Address:

6900 Tavistock Lakes
Bldg. Suite 400 Orlando FL 32827

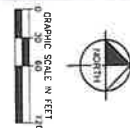
EXHIBIT "A"
Overall Site Plan



N. WICKHAM ROAD
150' ROW

N. WICKHAM ROAD
150' ROW

PEBBLE CREEK STREET

[illegible]

STAINLESS STEEL CONCRETE WALLS FOR HIGH-RISE BUILDINGS: One of the latest innovations in building construction is the use of stainless steel concrete walls. These walls are made of a concrete core with a stainless steel outer shell. They are stronger, more durable, and more resistant to corrosion than traditional concrete walls. They are also more aesthetically pleasing and can be finished in a variety of colors and textures. Stainless steel concrete walls are used in a wide range of applications, from residential buildings to commercial structures. They are particularly well-suited for high-rise buildings where the walls are subjected to high winds and seismic forces. The use of stainless steel concrete walls can significantly reduce the risk of structural failure and extend the life of the building.

THE NORTH AMERICAN VERTICAL DATUM OF 1985
(11/14/04)NLT.

**PRESERVE DRIVE
MULTIFAMILY**
PREPARED FOR
EASTWIND

C-400

OVERALL UTILITY PLAN

NHA PROJECT	145246002
DATE	4/14/2026
SCALE AS SHOWN	
DESIGNED BY	TJ
DRAWN BY	JR
CHECKED BY	TJ

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY TELL'S E-SIGNATURE P.T. ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONTROLLED, SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TYLER J ENRIGHT, P.E.
F. LICENSE NUMBER
97824

Kimley»Horn

© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

CITY OF MELBOURNE COMMENTS	03/18/26	
REVISIONS	DATE	

EXHIBIT "B"
Engineer's Opinion of Probable Construction Costs
SB Wickham Road Turn Land Extension

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

(actual construction costs will vary)

SB WICKHAM ROAD TURN LANE EXTENSION

BREVARD COUNTY, FL

Prepared: April 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE*	TOTAL
ROADWAY					
110-1-1	CLEARING AND GRUBBING	AC	0.04	\$55,401.29	\$ 2,350.36
120-1	REGULAR EXCAVATION	CY	136.9	\$8.70	\$ 1,190.93
120-6	EMBANKMENT	CY	136.9	\$13.96	\$ 1,910.97
160-4	TYPE B STABILIZATION	SY	205	\$11.99	\$ 2,461.95
285-7-09	OPTIONAL BASE, BASE GROUP 09	SY	205	\$21.23	\$ 4,359.23
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVG DEPTH	SY	907	\$3.41	\$ 3,091.73
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22 (2")	TN	22.6	\$164.29	\$ 3,710.76
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	91.7	\$171.00	\$ 15,687.54
570-1-2	PERFORMANCE TURF, SOD	SY	78	\$5.55	\$ 431.67
ROADWAY TOTAL					\$ 35,195.14

* VALUES WERE OBTAINED USING THE HIGHER UNIT COST OF THE FOLLOWING THREE SOURCES: FDOT ESTIMATES OFFICE WEBSITE HISTORICAL AVERAGES FOR SIX MONTH FROM 2025/09/01 TO 2026/02/28, TWELVE MONTH FROM 2025/03/01 TO 2026/02/28, AND MARKET AREA 8 FROM 2025/03/01 TO 2026/02/28

CONSTRUCTION CATEGORIES TOTAL	\$	35,195.14
MOBILIZATION (15%)	\$	5,279.27
MAINTENANCE OF TRAFFIC (15%)	\$	5,279.27
DRAINAGE (20%)	\$	7,039.03
SIGNING AND PAVEMENT MARKINGS (15%)	\$	5,279.27
CONTINGENCY (10%)	\$	5,807.20
PROJECT SUBTOTAL	\$	63,879.17
SOFT COST		
PROJECT DESIGN	\$	45,000.00
POST DESIGN SERVICES (10%)	\$	3,519.51
CEI (3%)	\$	1,055.85
PERMIT COST	\$	5,000.00
PROJECT GRAND TOTAL	\$	118,454.54

NOTE: KIMLEY-HORN HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO KIMLEY-HORN AT THIS TIME AND REPRESENT ONLY KIMLEY-HORN'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. KIMLEY-HORN CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.



This document has been digitally signed and sealed by:

on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed. The signature must be verified on any electronic copies.

Eric M. Benson, P.E. No. 93556
Kimley-Horn and Associates, Inc.
200 S. Orange Avenue, Suite 600
Orlando, FL 32801

PREPARED BY & RETURN TO:
Clifford R. Repperger, Jr., Esq.,
WhiteBird, PLLC
2101 Wavery Place
Melbourne, FL 32901

CONCURRENCY MITIGATION AND RIGHT-OF-WAY USE AGREEMENT

THIS CONCURRENCY MITIGATION AND RIGHT-OF-WAY USE AGREEMENT ("Agreement") is made and entered into this ____ day of May, 2026, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is: 2725 Judge Fran Jamieson Way, Building C, Viera, FL 32940 (hereinafter referred to as "Brevard County"), SHANNASH PROPERTIES, INCORPORATED, a Florida limited liability company, whose address is: 5846 South Flamingo Road, STE 295, Cooper City, FL 33330 (hereinafter referred to as "Owner"), and EASTWIND ACQUISITIONS, LLC, a Florida limited liability company, whose address is: 6900 Tavistock Lakes Blvd., STE 400, Orlando, FL 32827 (hereinafter referred to as "Applicant").

RECITALS:

WHEREAS, Applicant is the authorized representative of the Owner of certain real property located in Brevard County identified as Parcel ID Nos. 26-36-36-00-6 and 26-36-36-02-R (hereinafter referred to as "Subject Property"); and

WHEREAS, the Owner/Applicant has recently obtained various development approvals from the City of Melbourne, Florida, including annexation, comprehensive plan amendment, rezoning, and site plan approval for a 264-unit multi-family apartment complex (hereinafter referred to as "Development Project") on the Subject Property; and

WHEREAS, the Subject Property is located immediately west of the 150-foot wide N. Wickham Road right-of-way, and the Development Project is planned to utilize a current driveway connection to N. Wickham Road via an existing signalized intersection at Preserve Drive and N. Wickham Road for ingress-egress access; and

WHEREAS, the Owner/Applicant has filed applications for Sanitary Sewer Service Availability and Capacity Reservation and Solid Waste Capacity Reservation with Brevard County (hereinafter referred to as "Applications") and desires to connect to Brevard County Sanitary Sewer Service north of the Subject Property; and

WHEREAS, the connection to Brevard County Sanitary Sewer Service is proposed to be via a public lift station located on the Subject Property and a 4" force main extension line to be installed on the west side of the N. Wickham Road right-of-way as depicted on the Overall Site Plan prepared by Kimley-Horn and Associates, Inc. dated April 14, 2026 for "KHA PROJECT 145246002," Sheet Number C-400 (attached and incorporated hereto as Exhibit "A"); and

WHEREAS, in response to the filed Applications, Brevard County has advised the Owner/Applicant that there is an existing deficiency of roadway concurrency as to Segment 389 of N. Wickham Road preventing approval of the Applications; and

WHEREAS, the Owner/Applicant has provided Brevard County a Traffic Impact Study revised as of March 2026 which notes no new segment deficiencies as a result of the Development Project except for minor street delays at the intersection of Wickham Road & Preserve Drive/Pebble Creek Street, and which includes data that supports the provision of certain improvements to the southbound left turn lane at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street to meet FDOT Design Manual (FDM) Chapter 212-1 standards; and

WHEREAS, Brevard County is agreeable to the Owner/Applicant's proposal of voluntarily constructing or funding certain improvements to the southbound left turn lane at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street to meet FDOT Design Manual (FDM) Chapter 212-1 design standards as being acceptable to resolve any potential traffic concurrency issues related to the Development Project; and

WHEREAS, in lieu of the Owner/Applicant's construction of the southbound left turn lane improvements at the intersection of N. Wickham Road and Preserve Drive/Pebble Creek Street, the parties agree that the Owner/Applicant may make a capital contribution payment in the full amount of said improvements to Brevard County which may be applied by Brevard County to either the specifically identified improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road; and

WHEREAS, notwithstanding any specific data or conclusions in the Traffic Impact Study provided by the Owner/Applicant, the parties agree and understand that this Agreement is intended to serve as a binding proportionate-share agreement for the Development Project pursuant to Section 163.3180, Florida Statutes.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.**

The "WHEREAS" clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. **TRAFFIC CONCURRENCY MITIGATION IMPROVEMENTS.**

The parties agree that the Owner/Applicant has voluntarily proposed and Brevard County has accepted the proposed modifications to the southbound left turn lane at N. Wickham Road and Preserve Drive/Pebble Creek Street (hereinafter referred to as "Concurrency Mitigation Improvements") as being acceptable to resolve any potential traffic concurrency issues related to the Development Project. The Concurrency Mitigation Improvements shall generally improve the

southbound left turn lane to provide for a full width of 210' and a 50' taper in an effort to meet FDM 212-1 design standards. The full scope description and proposed costs associated with the Concurrency Mitigation Improvements is attached and incorporated hereto as Exhibit "B." The parties specifically agree that the named Applicant seeking a right-of-way use permit shall have the sole obligation to construct the improvements described in this Section or to make payment in lieu of such construction as provided in Section 3 of this Agreement.

3. **PAYMENT IN LIEU OF CONSTRUCTION.**

In lieu of the Owner/Applicant's construction of the Concurrency Mitigation Improvements, the parties agree that the Owner/Applicant may make a capital contribution payment in the full amount of said improvements as reflected on Exhibit "B" to Brevard County which may be applied by Brevard County to either the specifically identified improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road, including, but not limited to, the project known as *Wickham Road and Pineda Causeway (Expand Northbound Right Turn Lane)*. The parties specifically agree that the named Applicant seeking a right-of-way use permit shall have the sole obligation to construct the improvements as described in Section 2 of this Agreement or to make payment in lieu of such construction as provided in this Section.

4. **RIGHT-OF-WAY USE PERMIT.**

Upon the occurrence of both: 1. The Owner/Applicant's compliance with the relevant provisions of Chapter 86, Article III, Division 3 Code of Ordinances of Brevard County, Florida regarding right-of-way permit application and formal bonding procedures, if applicable; and 2. The Owner/Applicant's payment of a total sum of Concurrency Mitigation Improvements as reflected on Exhibit "B" to Brevard County in lieu of the Owner/Applicant's construction of the Concurrency Mitigation Improvements, a right-of-way use permit allowing for the planned improvements and connection to Brevard County Sanitary Sewer System as reflected on Exhibit "A" shall be issued by Brevard County.

5. **CONCURRENCY MITIGATION IMPROVEMENT FUNDS.**

The parties specifically agree that Brevard County, in its sole discretion, may choose to apply any portion of the total sum of Concurrency Mitigation Improvement funds paid by the Owner/Applicant to either the specifically identified Concurrency Mitigation Improvement or to any other project previously approved in Brevard County's capital improvement plan which is intended to serve concurrency needs on N. Wickham Road, including, but not limited to, the project known as *Wickham Road and Pineda Causeway (Expand Northbound Right Turn Lane)*.

6. **SCOPE OF CONCURRENCY MITIGATION IMPROVEMENTS-
NONEXCLUSIVE SEWER CONNECTION OPTION-TERMINATION
PRIOR TO DEVELOPMENT.**

A. The parties specifically agree that the Concurrency Mitigation Improvements provided for in this Agreement are required solely for the construction, location, and use of planned

sanitary sewer infrastructure serving the Development Project in the N. Wickham Road right-of-way as depicted on Exhibit "A." The parties agree that Concurrency Mitigation Improvements are not required for the location and construction of public sidewalks adjacent to the Development Project within the N. Wickham Road right-of-way.

B. If the Owner/Applicant provides notice to Brevard County that it has: 1. Revised its Overall Site Plan as depicted on Exhibit "A" to remove said sanitary sewer infrastructure from the N. Wickham Road right-of-way and to connect to sanitary sewer service provided by the City of Melbourne via alternate route outside of the N. Wickham Road right-of-way; or 2. Decided not to proceed with the Development Project, this Agreement shall terminate upon the County's receipt of said notice and the parties shall have no further obligations under the same.

C. If the Owner/Applicant provides notice pursuant to Section 6.B. after it has paid the Concurrency Mitigation Improvement funds to Brevard County, Brevard County shall refund the amount of Concurrency Mitigation Improvement funds paid by the Owner/Applicant (minus any applicable administrative processing fees) within ninety (90) days of receipt of said notice so long as the Concurrency Mitigation Improvement funds have not been utilized. If Brevard County has utilized the Concurrency Mitigation Improvement funds paid by the Owner/Applicant at the time of receipt of a notice pursuant to Section 6.B., it shall have no obligation to refund the same to Owner/Applicant.

7. **SANITARY SEWER SYSTEM IMPROVEMENTS.**

Notwithstanding the terms of this Agreement, any sanitary sewer system improvements constructed or located with the N. Wickham Road right-of-way shall comply with all applicable permit and regulatory requirements of Chapter 110, Article II Code of Ordinances of Brevard County, Florida and Criteria for Water and Sanitary Sewerage Systems within Brevard County Florida promulgated by the Brevard County Utility Services Department as a condition to Brevard County's issuance of any right-of-way use permit.

8. **WAIVER OF CLAIMS.**

The Owner/Applicant hereby waives any and all claims against the Brevard County for any loss or damages resulting from Brevard County's evaluation of concurrency and any permitting or right-of-way use issues related to the Development Project arising from this Agreement or the operation of this Agreement and forever releases Brevard County from any claim in any way associated with the same. The Owner/Applicant further waives any right to file any action challenging the validity of this Agreement for any reason.

9. **NOTICES.**

Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

If to Brevard County: County Manager,
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way

Building C
Viera, FL 32940

With a copy to: County Attorney,
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Building C
Viera, FL 32940

If to Owner: Shannash Properties, Incorporated
5846 South Flamingo Road
STE 295
Cooper City, FL 33330

If to Applicant : Eastwind Acquisitions, LLC
C/O Stephen Novacki,
Vice President Development and Acquisitions
6900 Tavistock Lakes Blvd., Suite 400
Orlando, FL 32827

With a copy to: Clifford R. Repperger, Jr., Esq.
WhiteBird, PLLC
2101 Waverly Place
Melbourne, FL 32901

All notices shall be effective upon receipt. Any party may change their representative to receive notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

10. **LIMITATION OF AGREEMENT.**

It is expressly stipulated that this Agreement is applicable solely to the Overall Site Plan as reflected in Exhibit "A" as may be amended, but shall not apply to any other proposed use or increase in density of the Development Project.

11. **PRIOR AGREEMENTS.**

This Agreement represents the entire Agreement between the parties and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

12. **ASSIGNMENT.**

This Agreement may be assigned, delegated, and/or transferred without written approval of the other party. Any such Assignee shall give written notice to the other party within thirty (30) days after assignment of this Agreement to Assignee.

13. **SEVERABILITY.**

If any part, term, or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

14. **MODIFICATIONS.**

No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless said changes are made in writing and executed by both parties.

15. **SOVEREIGN IMMUNITY.**

Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the Brevard County.

16. **LAW AND VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute, claim, or action arising out of or related to this Agreement shall be in any appropriate court of jurisdiction of the Eighteenth Judicial Circuit in and for Brevard County, Florida and any trial shall be non-jury. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs associated with the bringing such action.

17. **BINDING EFFECT.**

This Agreement shall be binding upon, and shall inure to the benefit of, all successors-in-interest of the parties of this Agreement. Any such successor-in-interest shall give written notice thirty (30) days after its assumption of this Agreement to the other party.

18. **PARTIES DRAFTED EQUALLY.**

Brevard County and the Owner/Applicant agree that both parties have played an equal and reciprocal part in the drafting of this Agreement. Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Both parties acknowledge that they have had an opportunity to consult with the legal counsel of their choosing prior execution of this Agreement.

19. **TERM.**

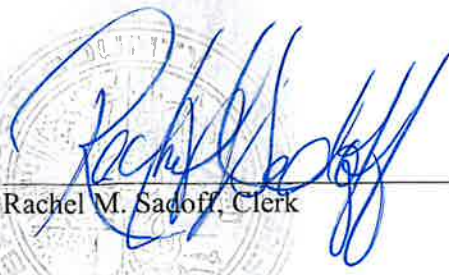
This Agreement shall be for an initial term of thirty (30) years and shall automatically renew thereafter on an annual basis, for an unlimited number of annual periods unless terminated by the Brevard County or the Owner/Applicant as provided herein.

20. **RECORDATION; EFFECTIVE DATE.**

This Agreement shall be recorded in the Public Records of Brevard County, Florida. The recorded original of this Agreement, or any amendment hereto, shall be returned to Brevard County for filing in its records. This Agreement shall take effect (the "Effective Date") when a fully executed original Agreement is recorded in the Public Records of Brevard County, Florida.

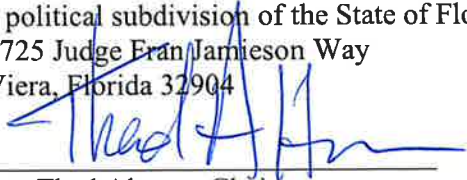
**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[EXECUTION PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



Rachel M. Sadoff, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS
a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way
Viera, Florida 32904



By: Thad Altman, Chair

As approved by the Board on May 5, 2026

Approved as to legal form and sufficiency:



Morris Richardson, County Attorney

OWNER:
SHANNASH PROPERTIES,
INCORPORATED
5846 South Flamingo Road
STE 295
Cooper City, FL 33330

By: _____
Its: _____

Pursuant to Florida Statutes Section 117.05(13)(c), the following notarial certificate is sufficient for an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ by remote online notarization this _____ day of _____, 2026, by _____ as _____ for _____ who is personally known to me or produced _____ as identification.

Notary Public
Printed Name: _____
Commission No.: _____

Commission Expires: _____

Signed, sealed, and delivered in the presence
of:

_____ Witness Signature	_____ Witness Signature
_____ Witness Printed Name	_____ Witness Printed Name
Witness Address: _____ _____	Witness Address: _____ _____

APPLICANT:
EASTWIND ACQUISITIONS, LLC
6900 Tavistock Lakes Blvd., Suite 400
Orlando, FL 32827

By: _____
Its: _____

Pursuant to Florida Statutes Section 117.05(13)(c), the following notarial certificate is sufficient for an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ by remote online notarization this _____ day of _____, 2026, by _____ as _____ for _____ who is personally known to me or produced _____ as identification.

Notary Public
Printed Name: _____
Commission No.: _____

Commission Expires: _____

Signed, sealed, and delivered in the presence
of:

Witness Signature

Witness Signature

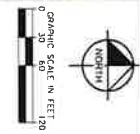
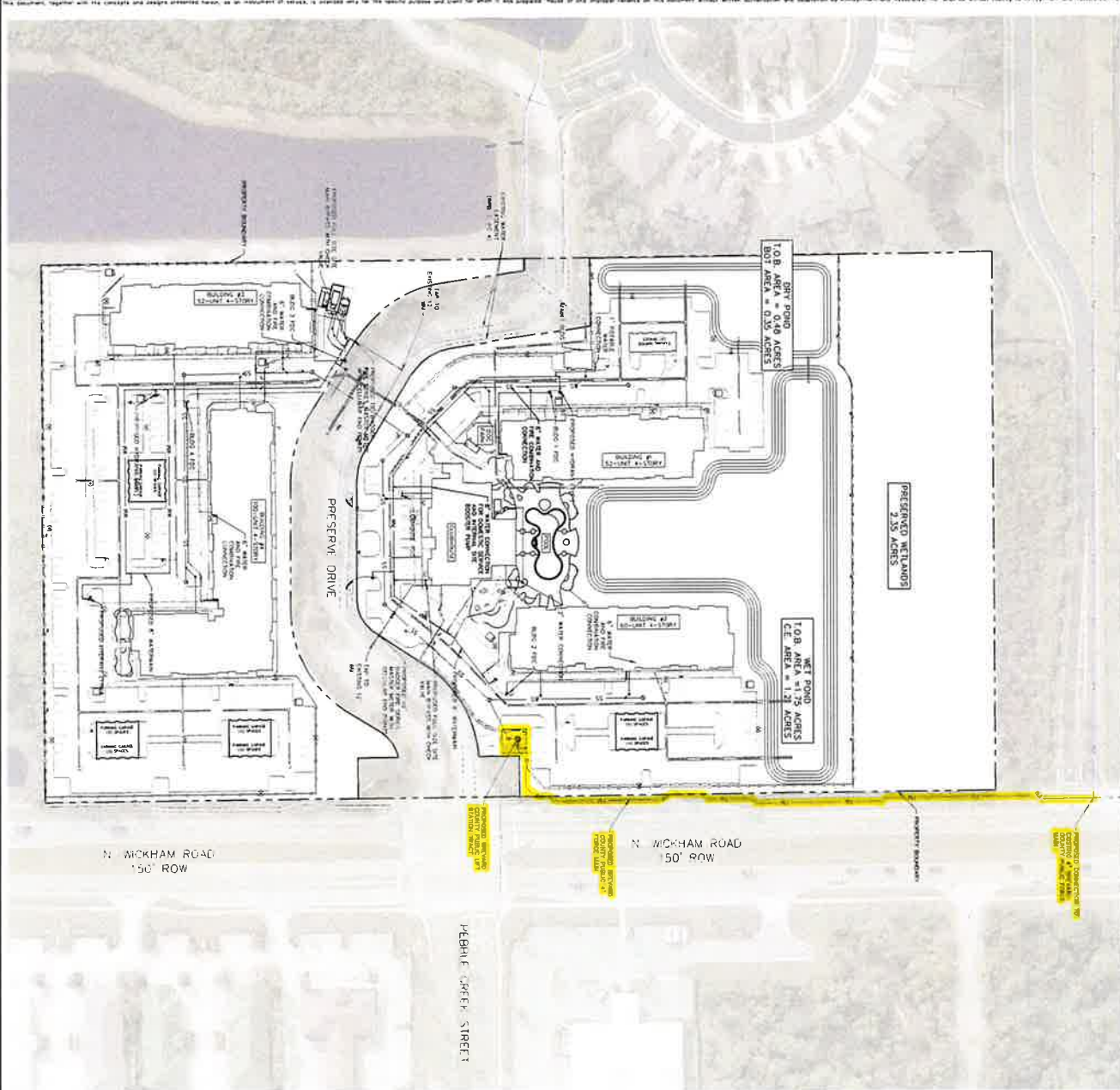
Witness Printed Name

Witness Printed Name

Witness Address:

Witness Address:

EXHIBIT "A"
Overall Site Plan



- UTILITY LEGEND**
- PROPOSED WATER MAIN
 - EXISTING WATER MAIN
 - PROPOSED SEWER MAIN
 - EXISTING SEWER MAIN
 - PROPOSED GAS MAIN
 - EXISTING GAS MAIN
 - PROPOSED ELECTRIC MAIN
 - EXISTING ELECTRIC MAIN
 - PROPOSED FIBER OPTIC MAIN
 - EXISTING FIBER OPTIC MAIN
 - PROPOSED EASEMENT
 - EXISTING EASEMENT

THIS DOCUMENT IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PRESERVE DRIVE MULTIFAMILY
PREPARED FOR
EASTWIND
CITY OF MELBOURNE FL

OVERALL UTILITY PLAN

PROJECT	145246002
DATE	4/14/2026
SCALE	AS SHOWN
DESIGNED BY	TJE
DRAWN BY	JEP
CHECKED BY	TJE
DATE	

TYLER J. ENRIGHT, P.E.
REGISTERED PROFESSIONAL
97824

Kimley-Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-420-1130
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

NO.	REVISIONS	COMMENTS	DATE	BY
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

EXHIBIT "B"
Engineer's Opinion of Probable Construction Costs
SB Wickham Road Turn Land Extension

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

(actual construction costs will vary)

SB WICKHAM ROAD TURN LANE EXTENSION

BREVARD COUNTY, FL

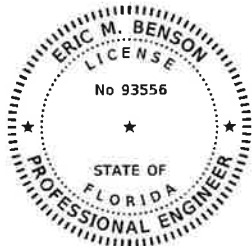
Prepared: April 2026

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE*	TOTAL
ROADWAY					
110-1-1	CLEARING AND GRUBBING	AC	0.04	\$55,401.29	\$ 2,350.36
120-1	REGULAR EXCAVATION	CY	136.9	\$8.70	\$ 1,190.93
120-6	EMBANKMENT	CY	136.9	\$13.96	\$ 1,910.97
160-4	TYPE B STABILIZATION	SY	205	\$11.99	\$ 2,461.95
285-7-09	OPTIONAL BASE, BASE GROUP 09	SY	205	\$21.23	\$ 4,359.23
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVG DEPTH	SY	907	\$3.41	\$ 3,091.73
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22 (2")	TN	22.6	\$164.29	\$ 3,710.76
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	91.7	\$171.00	\$ 15,687.54
570-1-2	PERFORMANCE TURF, SOD	SY	78	\$5.55	\$ 431.67
ROADWAY TOTAL					\$ 35,195.14

* VALUES WERE OBTAINED USING THE HIGHER UNIT COST OF THE FOLLOWING THREE SOURCES: FDOT ESTIMATES OFFICE WEBSITE HISTORICAL AVERAGES FOR SIX MONTH FROM 2025/09/01 TO 2026/02/28, TWELVE MONTH FROM 2025/03/01 TO 2026/02/28, AND MARKET AREA B FROM 2025/03/01 TO 2026/02/28.

CONSTRUCTION CATEGORIES TOTAL	\$ 35,195.14
MOBILIZATION (15%)	\$ 5,279.27
MAINTENANCE OF TRAFFIC (15%)	\$ 5,279.27
DRAINAGE (20%)	\$ 7,039.03
SIGNING AND PAVEMENT MARKINGS (15%)	\$ 5,279.27
CONTINGENCY (10%)	\$ 5,807.20
PROJECT SUBTOTAL	\$ 63,879.17
SOFT COST	
PROJECT DESIGN	\$ 45,000.00
POST DESIGN SERVICES (10%)	\$ 3,519.51
CEI (3%)	\$ 1,055.85
PERMIT COST	\$ 5,000.00
PROJECT GRAND TOTAL	\$ 118,454.54

NOTE: KIMLEY-HORN HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO KIMLEY-HORN AT THIS TIME AND REPRESENT ONLY KIMLEY-HORN'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. KIMLEY-HORN CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.



This document has been digitally signed and sealed by:

on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed. The signature must be verified on any electronic copies.

Eric M. Benson, P.E. No. 93556
Kimley-Horn and Associates, Inc.
200 S. Orange Avenue, Suite 600
Orlando, FL 32801