Agenda Report

2725 Judge Fran Jamieson Way
Viera, FL 32940

Consent

F.14. 12/7/2021

Subject:

Adoption of a Resolution recognizing vested rights established by the Florida Legislature for the property described in Chapter 2019-176, Laws of Florida, owned by Rolling Meadow Ranch, Inc., and James Sartori d/b/a Willowbrook Farms and Willowbrook Coal Company.

Fiscal Impact:

None

Dept/Office:

County Attorney's Office

Requested Action:

It is requested that the Board of County Commissioners adopt a Resolution recognizing vested rights established by the Florida Legislature for the property described in Chapter 2019-176, Laws of Florida, owned by Rolling Meadow Ranch, Inc., and James Sartori d/b/a Willowbrook Farms and Willowbrook Coal Company.

Summary Explanation and Background:

On May, 2019, the Florida Governor signed into law a Special Act relating to the City of Palm Bay specifically excluding certain municipal lands from the City of Palm Bay boundaries and providing that said lands would become the territory of Brevard County.

As part of the Special Act, the Florida Legislature provided that the contraction of the property from the City of Palm Bay boundaries did not affect or abrogate existing vested property rights, approvals and entitlements attached to the property and provided that Brevard County may recognize and apply to the property the Brevard County equivalent of the City of Palm Bay development densities, land-use, designations, zoning, approved development plans and permitting existing on the date the Special Act was adopted.

The Resolution recognizes the existing vested property rights, approvals, and entitlements attached to the property, including the City of Palm Bay land use; zoning; PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements.

It is requested that the Board of County Commissioners adopt a Resolution recognizing the vested rights established by the Florida Legislature for the Property Described in Chapter 2019-176, Laws of Florida, owned by Rolling Meadow Ranch, Inc., and James Sartori d/b/a Willowbrook Farms and Willowbrook Coal Company as contained in the Resolution.

Clerk to the Board Instructions:

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

December 8, 2021

MEMORANDUM

TO: Abigail Jorandby, County Attorney

RE: Item F.14., Adoption of a Resolution Recognizing Vested Rights Established by the Florida Legislature for the Property Described in Chapter 2019-176, Laws of Florida, owned by Rolling Meadow Ranch, Inc., and James Sartori d/b/a Willowbrook Farms and Willowbrook Coal Company

The Board of County Commissioners, in regular session on December 7, 2021, adopted Resolution No. 21-168, recognizing vested rights established by the Florida Legislature for the property described in Chapter 2019-176, Laws of Florida, owned by Rolling Meadow Ranch, Inc., and James Sartori d/b/a Willowbrook Farms and Willowbrook Coal Company. Enclosed is a fully-executed Resolution.

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)

PRINTED ON RECYCLED PAPER

RESOLUTION 2021-_168_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, RECOGNIZING VESTED RIGHTS ESTABLISHED BY THE FLORIDA LEGISLATURE FOR THE PROPERTY DESCRIBED IN CHAPTER 2019-176, LAWS OF FLORIDA CURRENTLY OWNED BY ROLLING MEADOW RANCH, INC. AND JAMES SARTORI DBA WILLOWBROOK FARMS AND WILLOWBROOK COAL COMPANY.

RECITALS

WHEREAS, the Florida Legislature has enacted a special act referred to as Chapter 2019-176 Laws of Florida (the Act) attached hereto as Exhibit 1; and

WHEREAS, the date of adoption of the Act was May 10, 2019; and

WHEREAS, the Act excluded certain properties (the Properties) from the city boundaries of the City of Palm Bay, Florida; and

WHEREAS, section 4 of the Act provides that "existing vested property rights, approvals, and entitlements attached to the property described in section 1, including the City of Palm Bay land use; zoning; PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements all of which, under this act, are deemed to be vested rights in those persons or corporations, owning lands described in section 1" of the Act; and

WHEREAS, section 4 of the Act grants the Brevard County Board of County Commissioners, as the governing body of Brevard County (the County) the alternative to "recognize and apply to the lands described in section 1. the Brevard County equivalent of the City of Palm Bay development densities, land-use designations, zoning, approved development plans, and permitting existing on the date this act is adopted; and

WHEREAS, the Brevard County Board of County Commission now desires to select the "recognize and apply" alternative which will recognize existing entitlements and approvals deemed vested rights attaching to the Properties and required the County Manager and staff to identify and apply equivalent County development densities, land use designations, zoning, approved development plans and permitting existing for the Properties commencing on the date of the adoption of the Act; and

WHEREAS, the County acknowledges receipt of: 1) the October 6, 2021 Cover Letter on the letterhead of the Widerman Malek law firm; 2) Appendix 1, Parts 1 & 2; and Appendices 2, and 3 as well as Exhibits 1 through 15 attached to and described in the above-described Cover Letter documenting the history of the Rolling Meadow Lakes subdivision approval process by the City of Palm Bay, Florida attached hereto as Exhibit 1A; and

WHEREAS, the County recognizes that on September 4, 2014, the Palm Bay City Council approved the Rolling Meadow Lakes application for PUD Final Development Plan which included Final Subdivision Plats for the Rolling Meadows Lakes subdivision; construction plans; Declarations and Covenants; Traffic Study; and Rolling Meadow Lakes Plats subject to the conditions specified letter from the City Clerk attached as Exhibit 2 and in the staff report attached as composite Exhibit 3); and

WHEREAS, the County recognizes that on August 6, 2015, the Palm Bay City Council voted to release Rolling Meadow Ranch Inc, as owner of Rolling Meadow Lakes, from the September 4, 2014 Developer Agreement imposed as one of the staff comments set forth in the staff report incorporated into the City Council's approval on September 4, 2014 (See attached composite Exhibit 4);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, as follows:

Section 1. Findings. The foregoing Recitals are hereby incorporated into this Resolution as findings of fact and law.

Section 2. Description of Vested Rights as to Rolling Meadow Lakes.

The Board of County Commissioners of Brevard County hereby specifically recognizes the following rights and entitlements vested by the Act, as approved by City of Palm Bay City Council prior to the effective date of the Act, for the Rolling Meadow Lakes property- as described in Exhibit 1 and identified in the Brevard Property Appraiser records as Tax Account # 3000220, 3000218, 3000275, and 3000268, attached hereto as composite Exhibit 5 as follows:

(1) The Future Land Use (FLU) designation for the property established by the City of Palm Bay as Single Family Residential not to exceed a maximum density of two (2) units per acre or a maximum of 2,820 units as contained in City of Palm Bay Ordinance 2005-51 (See attached composite Exhibit 6);

(2) Planned Unit Development (PUD) zoning for Rolling Meadow Lakes implemented by a city-approved PUD Final Development (described in attached composite Exhibit 3) which grants entitlements for 1,815 single family lots and 248 townhomes, and a total of 50.7 acres of commercial/institutional development, subject to meeting all the conditions contained in the City's staff report (attached as part of composite Exhibit 3), with the exception of those conditions thereafter waived or released by the City of Palm Bay City Council including but not limited to a condition requiring a Developer's Agreement which was waived and removed by the City Council (attached as composite Exhibit 4)

(3) Engineered construction plans approved during the City's approval of the September 4, 2014 Rolling Meadow Lakes PUD Final Development Plan and Final Subdivision Plat approval (which included a 185 page set of construction plans (Cover letter Appendix 1, Part 1, p. 0003), which construction plans were submitted to the City with other documents referred to in the application filed with the City of Palm Bay by email (attached Exhibit 7; Cover Letter Appendix 1, Part 1, p.003 of pp. 0001 through 0128; and Cover Letter Appendix 2), a copy of said construction plans signed and

sealed by a professional engineer being hereby incorporated by reference as composite Exhibit 8 having also been provided to Brevard County staff;

(4) Declarations and Covenants (Cover Letter Appendix 1, Part 1, pp. 0053-0093) approved by the City as part of the Rolling Meadow Lakes PUD Final Development Plan/Final Subdivision Plat application approval;

(5) March, 2011 Traffic Impact Analysis (Appendix 3 to cover letter), approved by the City as part of the Rolling Meadow Lakes PUD Final Development Plan/Final Subdivision Plat application approval, subject to update condition 7. 3. on page 00135 of Appendix 1, part 2.

(6) Subject to the mylar and recording condition set forth in Palm Bay Clerk's September 10, 2014 letter (Exhibit 2 to Resolution), Palm Bay City Council approved Rolling Meadow Lakes Plats at pp. 0151 to 0157 of Appendix 1, part 2, those plats being attachments to the Palm Bay Land Development Division Staff Report on Final Planned Unit Development for the Rolling Meadow Lakes PUD Application # PUD-16-2014, attached as Appendix 1, Part 2, the staff report being appended to the September 10, 2014 approval letter from to Palm Bay Clerk which also appears at Appendix 1, Part 2, p.0129.

(7) St. Johns River Water Management District Permit ERP # 4-009-15821-7 and any other SJRWMD permit, approving drainage calculations; all allowing discharge and flow of Rolling Meadow Lakes stormwater as shown in the above-referenced vested construction plans; and approving the discharge of Rolling Meadow Lakes stormwater into the Mary A mitigation bank, which stormwater drainage plan and drainage calculations were part of the application for Final PUD plan application filed with and approved by the City of Palm Bay.

Section 3. Description of Vested Rights as to Willowbrook Farms and Willowbrook Coal Company

The Board of County Commission of Brevard County hereby specifically recognizes the following rights and entitlements vested by the Act, as approved by City of Palm Bay City Council prior to the effective date of the Act, for the Willowbrook Farms and Willowbrook Coal Company property—as described in Exhibit 1 and identified in the Brevard Property Appraiser records Tax Account #'s as 1/2 portion of 3000153, 1/2 portion of 3000168, and all of tax parcels 3000152, 3000151, and 3000170 (See composite Exhibit 9) as follows:

(1) City of Palm Bay approved an application to change the Future Land Use classification for the Willowbrook Farms property to SFR limiting the density to 2 dwelling units per acre, as confirmed in composite Exhibit 10.

(2) As of the date of this Resolution, the Willowbrook Farms and Willowbrook Coal Company Property is being used primarily for agricultural purposes.

Section 4. Recognition and Application of Vested Rights.

In accordance with section 4. of the Act setting forth the County's authority to recognize and apply the categories of vested rights deemed by the Florida Legislature to have attached to the Properties, as described in the Act, the Board of County Commissioners of Brevard County, Florida does hereby:

(1) recognize the categories of and specific vested rights set forth in section 4. of the Act and Sections 2. and 3. of this Resolution , which vested rights are deemed attached to and exist upon the Properties as of the effective date of the Act on May 10, 2019;
(2) directs the County Manager and staff in all County departments with the responsibility of review of development and associated construction review responsibilities to identify and apply the Brevard County equivalent of the City of Palm Bay development densities, land-use designations, zoning, approved development plans, and permitting existing on the land as of May 10, 2019 without requiring any further County applications, reviews, approvals or hearings;
(3) direct the County Manager and staff of County departments with responsibility for preparing the 2023 Evaluation and Appraisal Review required under section 163.3191, Florida Statutes to incorporate such ministerial amendments to the County comprehensive plan as are necessary, if any, to reflect the vested rights provisions of state law manifested in Chapter 2019-176, Laws of Florida, such amendments to be submitted for review pursuant to 163.3184, Florida Statutes, only if required by law, as interpreted by the Florida Department of Economic Opportunity or a court of law;
(4) direct the County Manager and staff of the County Manager responsible for reviewing land use, zoning, or developments to apply currently existing county ordinance review procedures and standards to any developer-initiated amendment to vested approvals or entitlements that substantially increase the intensity, density, transportation impact and drainage impact as a result of a newly proposed use, newly proposed development configuration, newly proposed density or newly proposed improvement in lieu of a vested use, density, development configuration, improvement, permit, approval or other form of entitlement relating to the Rolling Meadow Lakes property and Willowbrook Farms and Willowbrook Coal Company property that has been deemed a vested right by the Act or by sections 2 and 3 above;
(5) direct that the County Manager and staff to facilitate and cooperate in the recording of the Rolling Meadow Lakes plats as approved by the Palm Bay City Council on September 4, 2014, subject to the conditions specified in section 2.(6) above and, as required by section 177.081(1), Florida Statutes, subject to the County surveyor's review and placement of evidence of review on the plat for any phase of the Rolling Meadow Lakes subdivision when that plat is offered for recording, provided:
    a. the County surveyor review shall be limited to conformity of a plat with the requirements of chapter 177, Florida Statutes and shall not include review of any requirement, standard or provision established by County ordinance that is not set forth in Chapter 177, Florida Statutes; and
    b. nothing in this subparagraph shall be deemed to constitute a waiver by Rolling Meadow Ranch, Inc. of the vested rights to
        i. the configuration of lots, lot sizes, roads, bridges, easements, utilities, drainage systems, lakes or other improvements or features shown on a plat, in drawings within the plat or in notes on the plat;
        ii. or in drawings, notes, figures or other matters appearing on the Rolling Meadow Lakes subdivision construction plans and plats approved by the City of Palm Bay, FL.;
(6) direct that any proposed development for residential use on all or any part of the Willowbrook Farms and Willowbrook Coal Company property may be processed in

accordance with County subdivision regulations that would apply to residential property under an equivalent County zoning classification allowing a density up to 2 units per acre.

(7) All future Willowbrook applications for land use, zoning, building permits, right of way use, conditional use, or other required permits for residential, industrial, commercial buildings, drainage facilities, infrastructure improvements, roads or other facilities not currently vested under the Act or this Resolution shall be governed by County regulations in existence at the time of the application.

(8) Direct that any mylar for a vested final plat submitted for recording that contains dedication language or plat notes providing that all roads within for private roads, private water facilities, private sewer facilities and other private utility facilities within the Rolling Meadow Lakes subdivision shall not require County staff review or approval prior to submitting the plat to the County Commission for signature and recording approval.

(9) Acknowledge the existence of St. Johns River Water Management District Permit ERP # 4-009-15821-7 allowing discharge of Rolling Meadow Lakes subdivision stormwater in the manner shown in the above-referenced vested construction plans along with the right to discharge such stormwater into the Mary A mitigation bank, and that no County approval of that drainage system is required.

Section 5. Covenant not to Sue

The County and Owners of the Properties have entered into the attached Covenant Not to Sue under which the Owners agree not to sue the County's for any Bert J. Harris Act or other claim arising out of third-party litigation or actions that diminish or modify the Owners' vested rights where such actions are the result of a lawsuit or actions taken by a state, local or district government agency other than the County, or are the result of a final judicial decree obtained by a third party lawsuit filed by an entity other than County or an agent or affiliate of the County. The details of that Covenant Not to Sue are set forth in the attached Exhibit 11 to this Resolution. The Owners and County have agreed that the Owners will defend any such suit or action against the County with the attorneys of the Owners' choice at the Owners' expense, and that the County shall cooperate in such defense in good faith.

Done and Resolved this 7 day of December, 2021

Brevard County

Kristine Zonka, Chair

(as approved by the Board on December 7, 2021)

Attest:

Jason Arthur, Chief Deputy

LIST OF RESOLUTION EXHIBITS

1- Chapter 2019-176

1A. Cover letter with Appendix 1, Appendices 2 and 3

2- Letter from PB Clerk

3- PB Staff Report

4- Removal of Conditions of Approval by PB City Council

5- Property Appraiser Info re: Rolling Meadow Ranch

6- PB Ord 2005-51 Rolling Meadow Land Use Map Amendment

7- Email filing application with PB

8- Construction Plans (as signed and sealed) incorporated into Resolution

9- Composite of property appraiser screen shots for Willowbrook property

10- City approval of FLU classification for Willowbrook

11- Covenant not to sue

CHAPTER 2019-176

Committee Substitute for House Bill No. 1063

An act relating to City of Palm Bay, Brevard County; excluding specified municipal lands within the corporate limits of the City of Palm Bay; providing that the county is responsible for the excluded territory; providing applicability with respect to existing contracts; providing applicability with respect to existing property rights and entitlements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Contraction of boundaries.—The present corporate limits of the City of Palm Bay, Brevard County, are contracted to exclude the following described lands and territory within Brevard County:

BEING A PARCEL OF LAND LOCATED IN THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30S, RANGE 36E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 118 THROUGH 122, 218 THROUGH 222, 318 THROUGH 322, 418 THROUGH 422, 518 THROUGH 522, 618 THROUGH 622, AND THE EASTERLY PORTIONS OF LOTS 117, 217, 317, 417, 517, AND 617, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TOWNSHIP 30S, RANGE 36E, BREVARD COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF THE AFORESAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30S, RANGE 36E; THENCE N 89°53'53" E, ALONG THE NORTH LINE OF SAID TOWNSHIP 30S, ALSO BEING THE NORTH LINE OF THE AFORESAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION, A DISTANCE OF 23834.07 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, N 89°53'53" E, A DISTANCE OF 7953.78 FEET TO THE NORTHEAST CORNER OF SAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION, S 00°51'04" W, A DISTANCE OF 7747.66 FEET TO THE SOUTHERLY TOP OF BANK OF A CANAL; THENCE DEPARTING SAID EAST LINE AND ALONG THE

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SOUTHERLY TOP OF BANK OF A CANAL, N 89°04'04" W, A DISTANCE OF 7971.17 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY TOP OF BANK OF A CANAL, AND ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, SAID PUBLIC RECORDS, N 00°59'25" E, A DISTANCE OF 7604.12 FEET MORE OR LESS TO THE POINT OF BEGINNING; CONTAINING 1,402.99 ACRES, MORE OR LESS.

TOGETHER WITH:

BEING A PARCEL OF LAND LOCATED IN THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30 SOUTH, RANGE 36 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 718 THROUGH 722, 818 THROUGH 822, 918 THROUGH 922, 1018 THROUGH 1022, 1118 THROUGH 1122, 1218 THROUGH 1222; AND THE EASTERLY PORTIONS OF LOTS 717, 817, 917, 1017, 1117, AND 1217 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TOWNSHIP 30 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA ALSO BEING THE NORTHWEST CORNER OF THE AFORESAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30 SOUTH, RANGE 36 EAST; THENCE NORTH 89°53'53" EAST ALONG THE NORTH LINE OF SAID TOWNSHIP 30 SOUTH, ALSO BEING THE NORTH LINE OF THE AFORESAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION, A DISTANCE OF 23,834.07 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°59'25" WEST ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059 A DISTANCE 7,604.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE, SOUTH 00°59'25"WEST, A DISTANCE OF 8,009.79 FEET TO THE SOUTH LINE OF SAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION; THENCE SOUTH 89°32'55" EAST A DISTANCE OF 7,990.82 FEET TO THE SOUTHEAST CORNER OF SAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION, NORTH 00°51'04" EAST A DISTANCE OF 7,942.75 FEET TO THE SOUTHERLY TOP OF BANK OF A CANAL; THENCE

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NORTH 89°04'04" WEST A DISTANCE OF 7,971.17 FEET MORE OR LESS TO THE POINT OF BEGINNING; CONTAINING 1,461.37 ACRES, MORE OR LESS.

TOGETHER WITH:

BEING A PARCEL OF LAND LOCATED IN THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30 SOUTH, RANGE 36 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING A PORTION OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2237, PAGE 362, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, INCLUDING CANALS AND ROAD RIGHTS-OF-WAY LYING WITHIN OR ADJACENT TO THE FOLLOWING DESCRIBED LOTS AND BEING DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE LOTS 111, 211, 311, 411, 511, 811, 911, 1011, 1111 AND 1211 LYING EAST OF THE EAST TOE OF SLOPE OF AN EXISTING LEVEE, LOTS 112, 212, 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212, 113, 213, 313, 413, 513, 613, 713, 813, 913, 1013, 1113, 114, 214, 314, 414, 514, 614, 714, 814, 914, 1014, 1114, 115, 215, 315, 415, 515, 615, 715, 815, 915, 1015, 1115, 116, 216, 316, 416, 516, 616, 716, 816, 916, 1016, 1116 AND THE WESTERLY PORTIONS OF LOTS 117, 217, 317, 417, 517, 617, 717, 817, 917, 1917, 1117 AND A POTION OF LOTS 610, 611, 710, 711, 1213, 1214, 1215, 1216 AND 1217 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TOWNSHIP 30 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 89°53'53" EAST, ALONG THE NORTH LINE OF SAID TOWNSHIP 30 SOUTH, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE AFORESAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION, A DISTANCE OF 15,953.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°53'53" EAST A DISTANCE 7,880.54 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°59'25" WEST A DISTANCE 15,360.29 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2760, PAGE 2585; THENCE NORTH 89°19'12" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1,604.38 FEET; THENCE NORTH 88°45'34" WEST A DISTANCE OF 1,089.07 FEET; THENCE NORTH 89°32'55" WEST, ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2983, PAGE 4470 AND OFFICIAL RECORD BOOK 2983, PAGE 4482, A DISTANCE OF 1,927.00 FEET; THENCE SOUTH 00°27'13" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 275.00 FEET TO THE CENTERLINE OF A 60 FOOT PLATTED RIGHT-OF-WAY, SAID PLATTED RIGHT-OF- WAY LYING SOUTHERLY OF AND COINCIDENT WITH THE SOUTH LINE OF TRACTS 1200 THROUGH

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1222 AS SHOWN ON SAID PLAT OF THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION; THENCE, ALONG SAID CENTERLINE NORTH 89°32'55" WEST A DISTANCE OF 3,226.75 FEET; THENCE, DEPARTING SAID CENTERLINE, NORTH 05°13'01" EAST A DISTANCE 907.09 FEET; THENCE, ALONG THE EAST TOE OF SLOPE OF AN EXISTING LEVEE, NORTH 00°25'08" EAST, A DISTANCE OF 2,153.27 FEET; THENCE NORTH 00°14'40" EAST A DISTANCE OF 1,030.12 FEET; THENCE NORTH 00°38'28" EAST A DISTANCE OF 1,065.15 FEET; THENCE NORTH 00°42'18" EAST A DISTANCE OF 1,098.48 FEET; THENCE NORTH 00°39'29" EAST A DISTANCE OF 1,057.99 FEET; THENCE NORTH 00°54'13" EAST A DISTANCE OF 268.52 FEET; THENCE, DEPARTING SAID EAST TOE OF SLOPE, NORTH 89°59'47" WEST A DISTANCE OF 1,022.12 FEET; THENCE NORTH 00°00'07" EAST A DISTANCE OF 1,288.60 FEET; THENCE SOUTH 89°59'42" EAST A DISTANCE OF 1,042.40 FEET TO THE EAST TOE OF SLOPE OF AN EXISTING LEVEE; THENCE NORTH 00°54'18" EAST ALONG SAID EAST TOE OF SLOPE A DISTANCE OF 1,437.00 FEET; THENCE NORTH 01°20'11" EAST A DISTANCE OF 1,089.90 FEET; THENCE NORTH 00°41'41" EAST A DISTANCE OF 1,170.38 FEET; THENCE NORTH 00°01'17" EAST A DISTANCE OF 1,115.45 FEET; THENCE NORTH 01°11'22" EAST A DISTANCE OF 1,701.31 FEET; THENCE, DEPARTING SAID TOE OF SLOPE, SOUTH 89°59'51" WEST A DISTANCE OF 28.97 FEET; THENCE NORTH 00°00'09" WEST A DISTANCE OF 157.51 FEET TO THE POINT OF BEGINNING; CONTAINING 2,800.00 ACRES, MORE OR LESS.

TOGETHER WITH:

CERTAIN REAL PROPERTIES LOCATED SOUTHWEST OF THE WESTERN TERMINUS OF WILLOWBROOK STREET, IN THE VICINITY WEST OF BABCOCK STREET, AND LEGALLY DESCRIBED HEREIN:

THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3425, PAGE 3276, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; CONTAINING 146.75 ACRES, MORE OR LESS.

TOGETHER WITH:

CERTAIN REAL PROPERTIES LOCATED IN THE VICINITY WEST OF BABCOCK STREET, ADJACENT TO THE SOUTH CITY LIMITS EXTENDING TO WILLOWBROOK STREET, AND LEGALLY DESCRIBED HEREIN:

THE WEST ½ OF SECTION 5; ALL OF SECTION 6; THE NORTH ½ OF SECTION 7; AND THE NORTHWEST ¼ OF SECTION 8; ALL IN TOWNSHIP 30S, RANGE 37E, BREVARD COUNTY, FLORIDA. LESS

THAT PART OF THE NORTH ½ OF SECTION 7 AND THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 30S, RANGE 37E, BREVARD COUNTY, FLORIDA, LYING SOUTH OF AND ADJACENT TO THE WESTERLY EXTENSION OF SAN SEBASTIAN DRAINAGE DISTRICT MAIN CANAL (AKA SOTTILE CANAL), AS LAID OUT AND IN USE AS SHOWN ON SURVEY OF HUTCHEON ENGINEERS, DATED APRIL 25, 1980 (DRAWING 80-3-01037); AND AS FURTHER DESCRIBED IN OFFICIAL RECORDS BOOK 2234, PAGE 2693).

Section 2. Upon the effective date of this act, Brevard County shall be responsible for and embodied with all powers granted in chapter 125, Florida Statutes, over the territory excluded by this act from the City of Palm Bay.

Section 3. This act does not affect or abrogate the rights of parties to any contracts in effect before the effective date of this act, whether such contracts are between the City of Palm Bay and a third party or between nongovernmental entities. This provision is limited to contracts that were not predicated on such deannexed properties being part of the City of Palm Bay.

Section 4. This act does not affect or abrogate existing vested property rights, approvals, and entitlements attached to the property described in section 1, including the City of Palm Bay land use; zoning; PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements all of which, under this act, are deemed to be vested rights in those persons or corporations, owning lands described in section 1. Brevard County government may recognize and apply to the lands described in section 1. the Brevard County equivalent of the City of Palm Bay development densities, land-use designations, zoning, approved development plans, and permitting existing on the date this act is adopted. Alternatively, and subject to both property rights and procedural protections contained in applicable state laws pertaining to land use, zoning, permitting, development agreements, and property rights protection, Brevard County may initiate and apply to the property described in section 1. such land use changes, zoning changes, or density changes that the county deems to be consistent or internally consistent with the county comprehensive plan. The City of Palm Bay, shall provide such lands with access to public water and sewer utility services on the same terms and rates as similar properties located outside the municipal boundaries of the City of Palm Bay and not to exceed surcharges established in s. 180.191, Florida Statutes, provided that the City of Palm Bay may not require annexation of the property described in section 1. or any other property into the City as a condition to receiving such utility services unless the property owners freely choose to initiate a voluntary annexation of that property in accordance with the provisions of s. 171.044, Florida Statutes, as that statute may be amended or renumbered from time to time.

Section 5. This act shall take effect upon becoming a law.

Approved by the Governor May 10, 2019.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Filed in Office Secretary of State May 10, 2019.

WIDERMAN MALEK
ATTORNEYS AT LAW

EXHIBIT 1A TO RESOLUTION

PLEASE REPLY TO:
MELBOURNE OFFICE
1990 W. NEW HAVEN AVE.
SECOND FLOOR
MELBOURNE, FL 32904
321.255.2332

October 6, 2021

Abigail Jorandby, Esq.
2725 Judge Fran Jamieson Way
Melbourne, FL 32940

Abby:

I have attached a revised resolution to reflect the matters discussed below.

OVERVIEW AND OUTLINE OF PALM BAY APPROVAL PROCESS FOR ROLLING MEADOW LAKES FINAL PUD ZONING

The outline below sets forth the approval process for a **Planned Unit Development Application (PUD) Final Development Plan**, as established by chapter 185 of the City Zoning Code. (Included in Exhibit 11 attached to this letter) The attached Bate-stamped Appendix 1, Part 1 contains 128 pages of documents submitted in the Rolling Meadow Lakes applications for Preliminary and Final PUD development plan approval in compliance with the City's codified process for obtaining a **Planned Unit Development (PUD) Final Development Plan** in 2014.

I want to emphasize that my clients followed the express City staff instructions for filing an application for the Final Development Plan which, by ordinance, completes the PUD zoning process. In particular, my client adhered to directions from David Watkins who was head of the City's growth management department approval during that time period. As you will see, Mr. Watkins instructions were consistent with the City's PUD approval ordinances and application forms which require a suite of documents to be submitted as part of the application for Final PUD zoning approval. The City process in effect at the time—which the applicable ordinances support to this day—was to:

1. File an application for Preliminary PUD development approved
2. Within one year after that approval, file an application for a PUD Final Development Plan comprised of a suite of documents including a recordable Final Subdivision Plat together with Construction Plans for infrastructure (roads, sewer, water etc.), Deed Restrictions and a traffic study and a phasing plan.

By ordinance, approval of the PUD Final Development Plan/Final Subdivision Plan application constituted approval of PUD zoning for the project.

As mentioned, the applicable City ordinances required—and still requires—the filing of construction plans as one of the suite of documents that must be filed to complete an application for approval of a PUD Final Development Plan. The entire application was then submitted for review and approval by the City Council, which votes to approve, approve with conditions or deny the application as a whole—as opposed to approving each individual document separately. Irrespective as to what the City may do now, when my client's application for Final PUD approval came before the City Council in 2014, the Final Development Plan/Final Subdivision Plat and construction plans, Deed Restrictions and phasing plan were all part of the application approved by the City Council.

The formal PUD zoning approval process actually started in 2005 and was continuously being coordinated and reviewed by the City and its staff through 2009-2010. However, due to recessionary market conditions at that time, the formal application for renewed approval of a PUD Preliminary Development Plan and an application for a PUD Final Development Plan/Final Subdivision Plat was deferred until 2014. However, my client was working with the City during that entire nine-year period and ultimately utilized the accumulated engineering work product that nine-year period to file the applications. A timeline recounting the review process over the period between 2005 and the 2014 is recounted in a 2014 letter to David Watkins from the client's engineer Scott Glaubitz, which appears in Exhibit 12. That timeline also indicates how the process slowed down in 2010 due to a downward turn in the real estate market.

It is, therefore, my client's code-supported position that the City process for approving a **Planned Unit Development Application (PUD) Final Development Plan** requires a PUD Final Development Plan that also satisfies the subdivision platting requirements set forth in chapter 177, Florida Statutes. The attached documentary evidence clearly demonstrates Rolling Meadow Ranch, Inc. as the developer and the City followed the City-ordained application procedures covering both the Final Development Plan and Final Subdivision Plat. The City's Final Subdivision Plat procedures expressly (not once, but twice) require the submittal of construction plans for review by the city staff and Planning and Zoning Board (a/k/a Local Planning Agency) for its recommendation prior to submittal to the City Council.

Both the staff review, and the P&Z/LPA recommendation are then presented to the City Council at the public hearing on the **Planned Unit Development Application (PUD) Final Development Plan**, which is part of the process followed for approval of

the entire application by the City Council. Both the Final Subdivision Plat and Final Development Plan procedures in the City Code expressly state that the City Council must approve **the application—which application, by code, had to include a set of construction plans in order to be complete.**

Because the City approved the Rolling Meadows PUD Final Development Plan application in accordance with the application process (which expressly includes construction plans), Scott Glaubitz affidavit is true and correct. My client's 2014 application was prepared and submitted to the City in accordance with City staff direction, that the application was supported by the City, and that the underlying documents submitted, including the construction plans, conform in all respects to the requirements of the City Code. My client's **Planned Unit Development Application (PUD) Final Development Plan review by the City Council** inclusive of all the above-mentioned documents, including the construction plans, were, in fact, reviewed and approved by the City Council using procedures applicable to PUD Final Development Final Plan/Final Subdivision Plats which, by Code, must conform to the requirements of Florida's platting statute, chapter 177, Florida Statutes.

The water infrastructure, sewer infrastructure, road and drainage engineering/construction plans were an integral and required part of the approved application for a Final PUD Development Plan because of the City-mandated requirement that the submitted PUD Final Development Plan application abide by the City's Subdivision Regulations, which include approval of a Final Subdivision Plat.[1] (In fact the City of Palm Bay has previously reviewed and approved my client's water and sewer construction plans, and is now required by Chapter 2019-176, Laws of Florida (the Act) to provide water and sewer to the Project.) As a result, by code, the **Planned Unit Development Application (PUD) Final Development Plan** application approved by the City Council on September 4, 2014, by code, included construction plans as part of the City Council's approval.

The Special Act

Subsequent to the City Council approval of the Rolling Meadow Lakes PUD Final Development Plan and Willowbrook Farms 2-unit per acre land use, my clients determined it was in their best interest to de-annex from the City of Palm Bay. To that end, my clients joined together approached Brevard County and the Brevard County legislative delegation seeking a special act to accomplish the de-annexation while retaining as vested rights all zoning, land use, permitting and other entitlements

[1] Applicable Palm Bay Code provisions are set forth in Exhibit 11 to this letter.

approved for my clients' property, including such approvals from the City. A proposed House Bill was prepared and reviewed at meetings/hearings held by the Brevard legislative delegation at both the state and county level. That legislation was vetted by and fully supported by the legislative delegation house members and senators as well as their staffs, as well as both the Florida House of Representatives and the Florida Senate, passed by both bodies and signed into law by the Governor as Chapter 2019-176, Laws of Florida:

> Chapter 2019-176, section 4 expressly states that:
>
> "This act does not affect or abrogate existing vested property rights, approvals, and entitlements attached to the property described in section 1, including the City of Palm Bay land use; zoning***; PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements all of which, under this act, are deemed to be vested rights*** in those persons or corporations, owning lands described in section 1."

Any attempt by the County or the City to divest my client of the vested rights arising out of the City's approval of Rolling Meadow's **Planned Unit Development Application (PUD) Final Development Plan** application (which includes the construction plans) would give rise to all remedies available to the property owners, including but not limited an inverse condemnation or a Bert Harris claim, as acknowledged in section 4 of chapter 2019-176, Laws of Florida, or a 42 USCA §1983 Civil Rights Claim for deprivation of property rights. My clients have spent large amounts of money getting through the Palm Bay approval process and subsequent legislative process with the absolute knowledge that they had received the Palm Bay approvals which now constitute their vested rights under the Act.

That said, here is the documented process the City followed by my client in obtaining City Council in approving the Rolling Meadow Lakes PUD Final Development Plan. Mr. Balter was not a planner working for the City of Palm Bay in 2014. His claim that the City's approval of Rolling Meadow Lakes construction plans was not obtained by Rolling Meadow Ranch, Inc. is simply not true. Mr. Balter was clearly unaware of Mr. Watkins instructions to my clients' engineers or the applicable City ordinances.

Those instructions and ordinances were the actual process followed by Mr. Watkins and the City from 2007 through 2014 when the Rolling Meadows **Planned Unit Development Application (PUD) Final Development Plan** application was reviewed

and approved. What Mr. Balter has claimed about the construction plans not being approved is simply not true, as evidenced by the applicable city ordinances and history of the project as evidenced by the supporting documents we are providing to your office. That history is detailed below.

1. **The 2005 City approval of Rolling Meadow Lakes PUD Preliminary Development Plan Approval**

The Rolling Meadow Lakes subdivision project began in 2005 with the Palm Bay City Council approval of the Rolling Meadow Ranch Lakes Preliminary Planned Unit Development Plan. (Exhibit 1)

2. **2007 Reapplication Process**

a. Exhibit 2 is an email string from February 23, 2007. The highlighted portion of Dave Watkins' (Growth Management Director) indicates that the 2005 approval had expired and that Rolling Meadow Ranch, Inc. (Developer) had already submitted construction plans which were comprised of at least 276 sheets. The Developer was instructed to follow the process outlined in the email (below). I have highlighted in green the portions of this email relating to the construction plans.

The requirement under "A." below specifies that "**the layout detail must be provided in subdivision form for the Final PUD**." As explained later in this letter (section 6 and 7, below), the City's ordinance relating to PUD Final Development Plan approval requires the Final Development Plan to take the form of a recordable subdivision plat meeting the requirements of Florida's platting statute, chapter 177, Fla. Stat. As you can see in Exhibit 2 and will see again in sections 6 and 7, below, Mr. Watkins direction to submit **construction plans** is consistent with a requirement set forth in the City's Final Subdivision Plat ordinance specifying the subdivision regulations required for a subdivision plat, the requirement for approval of a "Final PUD." What follows are Mr. Watkins' application instructions in 2007. Please note those instructions track the applicable City ordinances and the ordinance requirements for Final PUD approval had not changed in 2014, when the Rolling Meadow Lakes application was filed.

"Construction Plans - 2 complete sets (one for Hector and one for Ralph Jenkins in Utilities) need not be signed and sealed at this time since most likely

will be changes For Final PUD review we need Sheets 1 thru 21, 246 , 247, 261, 262, 275 and 276. Will need the 16 sets of those sheets.

Preliminary PUD - This expired October 20. 2006. Staff cannot extend that date (we do not have the authority) and Council cannot extend it once it expires. In addition, the final Is not the same as the preliminary, so the overall needs revision anyway. Submit the overall layout with revised counts and a Preliminary PUD application so we can move these forward at the same time.

Final PUD - Below are conditions originally approved to be met on the final. This info needs to be submitted.

A. The layout detail must be provided in subdivision form for the Final PUD.
B. Architectural schematics are required during Final PUD approval for all nonresidential structures proposed.
C. Deed restrictions must be submitted for Final PUD approval.
D. A traffic study must be prepared to determine impacts to Babcock Street, Lowry
Boulevard, Palm Bay Parkway and intersections along those roadways, including provisions for the intersection of the Palm Bay Parkway and Malabar Road. This project must participate with their share of the Southeast Assessment District Improvement Project.[2]
E. Analysis must be provided that the 1,000 foot radius for the Palm Bay Parkway meets
FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.
F. The Final PUD must identify sufficient commercial and public/semipublic acreage to serve the development. The applicant needs to provide commercial land at the
Lowry/Palm Bay Parkway intersection and in the mixed multifamily/commercial area shown on the Preliminary Plans. No commercial is actually shown at present.
G. Phasing must be provided on the Final PUD.

Future Land Use Element Policy FLU-8.30 requires an analysis of Interstate 95 levels of service in addition to the areas identified previously.

Developer's Agreement - The City will require a developer's agreement prior to final approval."[3] (Exhibit 2, Emphasis supplied)

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[2] Under §184.18(15) of the Palm Bay City Code, a traffic study is required for all proposed residential subdivisions in the City.
[3] The Developer Agreement requirement was waived by the City Council in 2015, as indicated in the exhibits attached to the proposed resolution submitted with this letter.

Three traffic studies have been provided to the City.[4] The Developer's Agreement requirement was waived by the City Council in 2015, as mentioned in the resolution documentation I have provided. The traffic studies are available upon request. In addition, a St. Johns River Water Management District permit was applied for and received by the Developer. Those documents can also be provided upon request, though they are not relevant to the issue relating to the City's approval of Rolling Meadow Lake construction plans.

b. Exhibit 3 is a March 3, 2007, cover letter from BSE Consultants (Developer's engineer) delineating the contents of the submittal including the application for Final PUD approval (the form for which is appended to the BSE letter). The cover letter indicates that entire submittal was provided on a CD-rom enclosed with the application, which is a requirement of the City's Final Subdivision Plat ordinance (discussed in section 6 and 7) . That CD included construction plans, referred to as "engineering plans," as indicated in section 7) of the application form appended to the cover letter. As indicated in section 7) B of the application, that CD submittal also included a Final Development plan which is described as meeting the requirements for a subdivision plat.

3. **2008 City Staff Review of Rolling Meadow Lakes Construction Plans**

a. Exhibit 4 is a March 6, 2008, email documenting the City staff's first sheet-by-sheet **construction plan** review by the City land development, planning, public works, fire, and utilities departments. This review results in a revised set of construction plans that are submitted in 2009. (See Exhibit 5, discussed in section 4. below)

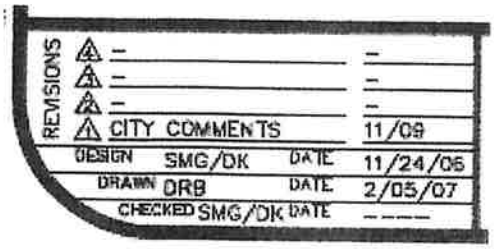
4. **2009-2010 Staff Review and Preapplication Activity**

a. Exhibit 5 is a September 9, 2009, email string between BSE and the City discussing the submittal of a revised set of construction plans with a request for a pre-review meeting to go over changes in order to shorten the review time.
b. Exhibit 6 is the first page of a November 2009 62-page BSE Master Sanitary Sewer Study for Rolling Meadow Lakes. Copies are available upon request.
c. Exhibit 7 is a "Discussion Points" agenda for a November 17, 2009, meeting between BSE and City staff. The discussion points include several components of the engineering drawings/construction plans. Hand-written notes from a BSE attendee to which the agenda was attached indicates the purpose of the meeting was "Construction Review Meeting."

[4] See Appendix 4 Traffic Study

d. Exhibit 8 is a 31-page November 20, 2009, letter responding to staff comments on the construction plans.
e. Exhibit 9 is a December 21, 2009, email from City staff with 14 pages of preliminary staff comments related to the Rolling Meadow Lakes construction plans and "site" plan.
f. Exhibit 10 is a January 8, 2010, 18-page email from City staff with staff comments on the Rolling Meadow Lakes construction plan and site plan submittals (referred to generically by the author as "site plan"). The term "construction plans" is commented upon 13 times.

As demonstrated in Appendix 2, the foregoing staff comments were addressed in a revised set of construction plans provided in the 2014 application submittal to the City for PUD Final Development Plan approval. In the lower left hand corner of each sheet in those plans a note appears indicating the plans were revised to address 11/2009 staff comments. (See note below and Appendix 2)



As mentioned in Exhibit 12, in 2010 there was a downturn in the market for developable land. Consequently, interaction between staff and the Developers engineers over the next two years was primarily focused on analysis of traffic and road issues. Documentation of that interaction is available upon request but is not particularly relevant to the vested rights to construction plan approval. However, in December of 2012 the staff/developer discussions about the Rolling Meadow Lakes project were renewed, as demonstrated in Exhibit 15. That renewed activity related to traffic and road infrastructure issues tied to the alignment of the St. Johns Heritage Parkway, which was among several issues the Developer was working on with staff for most of 2013, thereby holding up the formal application for both the Preliminary Development Plan and Final PUD development plan approval until 2014.

5. 2014 Application Requirements

The history of this application is concisely spelled out by the Developer's engineer, Scott Glaubitz, in Exhibit 12. Notably, since 2005 the PUD zoning approval

process has not changed. As explained above, and in sections 6 and 7, the PUD approval process requires City Council approval of a Preliminary Development Plan followed by City Council approval of an application for a Final Development Plan—an application which includes construction plans and several other items which are all approved as part of the application for a PUD Final Development Plan/Final Development Plat which, by City ordinance, the approval of which culminates the PUD zoning process (See discussion in sections 6 and 7).

That this process has been in place since before 2005, is evidenced by the 2005 Rolling Meadow Lakes PUD Preliminary Plan application staff report (Exhibit 16) which, at pp. 2-3, sets forth the documents that must be approved as part of the City's approval of the application for a Final Development Plan which, by ordinance, must take the form an application for a Final Development Plat. (See more detailed discussion in sections 6 and 7 below).

The **Planned Unit Development Application (PUD) Final Development Plan** application form filed by Rolling Meadow Ranch, Inc. on June 24, 2014 ("the application", See Appendix 1, Part 1, pp. 0001-0128) contained the following statements in the 2014 application form indicating that an application for **Planned Unit Development Application (PUD) Final Development Plan** must be complete before that plan will be placed on the agenda of the City's planning and zoning board for review, which is a prerequisite to City Council consideration (as discussed in sections 6 and 7):

> "This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. **The application** will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. (APP 1, Part 1, p.0038)
>
> I, THE UNDERSIGNED UNDERSTAND THAT **THIS APPLICATION MUST BE COMPLETE** AND ACCURATE **BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY**, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. (APP 1 Part 1, p.0040)

Section 7) of that same 2014 application form specified the following items had to be attached as part of a complete application:

"7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:
a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways. d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the **City of Palm Bay Subdivision regulations.**(Emphasis supplied)[5]

B) A final development plan containing:
a) North arrow, scale (1" = 200' or larger}, date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of
ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and
structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses
(if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than
residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that
clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of
every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines

[5] Palm Bay subdivision regulations are set forth in chapter 184 of the Palm Bay Code (See Exhibit 1 at the end of this letter for provisions relevant to the approval of an "application" that includes construction plans)

j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in India ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.[6]

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title." (APP Part 1, p.0039) (Emphasis supplied) [7]

Section 7) A of the foregoing application requiring compliance with the City of Palm Bay Subdivision Regulations, together with the provision in Palm Bay's PUD Final development plan application form requiring conformity to the subdivision platting requirements of Chapter 177, Florida Statutes tracks section §185.067 of the Palm Bay Code relating to the process for obtaining Final Development Plan approval for a PUD. Subsection (C) of that code section states:

(C) *Recording of final development plan.*

(1) After approval by the City Council of the final development plan application, the City Clerk shall see that **all requirements of Fla. Stat. Ch. 177** have been complied with before the final development plan is recorded in the public records of the county. (Emphasis supplied)(See Exhibit 11)

The term "Final Development Plan" is defined in §185.060 of the City Code as "[t]he development plan approved by the City Council and recorded with the clerk of the circuit court of the county according to the provisions of this chapter.(See Exhibit 11) As stated in section 7) A. of the application form for a PUD Final Development Plan approval, engineering plans shall be in conformity with the requirements and specifications of the **City of Palm Bay Subdivision regulations.**(Emphasis supplied)[8]

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[6] This requirement on the application originates under s. 177.081(1), Fla. Stat.
[7] The requirements forth in subsection 7. B. of the application conform to the statutory formatting and content of a subdivision plat specified in s.177.091, Fla. Stat.
[8] Palm Bay subdivision regulations are set forth in chapter 184 of the Palm Bay Code (See Exhibit 11 at the end of this letter for provisions relevant to the approval of construction plans issue)

In other words, the Final Development plan must take the form of a recordable plat meeting the requirements of Chapter 177, Fla. Stat. as well as the City's Subdivision Regulations, which regulations are discussed below.

6. **The Palm Bay Final Subdivision Plat code.**

The City Clerk indicated that an additional condition of City Council's approval for the Rolling Meadow Lakes PUD was "the recordation of the final plat with Brevard County", which the City Clerk specified as requiring a "mylar". (APP 1, PART 2, p.0129) The requirement for a "mylar" is set forth in section 184.09 (B) of the City Code entitled: "Recording of the Subdivision Plat."

To obtain a recordable subdivision plat in the City, the Developer must meet the submittal requirements for a "Final Subdivision Plat" as set forth in both §184.08 of the Code and §184.28, of the City Code, the latter of which also sets forth very limited requirements for what must be shown in the **construction plans**. (See Exhibit 11)

Under section 184.08(A), an application for a final subdivision plat "must be accompanied by two (2) copies of the final plat and **construction plans"** (See Exhibit 11) However, under §184.28(A) the Final Subdivision Plat submittal requirements, a **completed application** for Final Subdivision Plat approval requires the submittal of **construction plans** in CD format. Please note that the complying Rolling Meadow Lakes CD appears at page 0003 of Appendix 1, Part 1. That CD includes 197 pages of construction plans and topographical maps, which have already been delivered to the County and can be redelivered or transmitted in pieces to the County Attorney's Office if necessary.[9]

The application submitted by Rolling Meadow Ranch's engineer, Scott Glaubitz, contained the following (See Appendix 1, Part 1, pp. 0001-003):

1. Final PUD Application Form
2. Engineering plans[10] including
    a. Boundary survey
    b. Offsite flow way plans
    c. St. Johns Heritage Parkway Plans
    d. Topography Map
    e. Plat Drawings (Appendix 1, Part 2, pp. 0151 to 0157) [11]

[9] John Denninghoff can confirm the delivery of those construction plans.
[10] See Appendix 1, Part 1, p.0003
[11] Required by §184.08, Palm Bay City Code.

f. Development Schedule
g. Declarations and covenants (attached as Appendix 3)[12]
h. Tax Receipts

Appendix 2 provides an index to the plans; general notes sewer collection system; water distribution system, erosion control system, storm water system, construction in roads streets, right of ways and parking areas; as well as pages from several components of the engineering/construction plans referenced in Mr. Glaubitz cover letter. Those engineering/construction plans include drainage system construction plans, road construction plans, water infrastructure construction plans, phasing and signage plan, and a dewatering plan. These plans were included in the CD shown on page 0003 of Appendix 1, Part 1, as required by §184.28(A) of the City Code.

Notably, construction plans for all utilities for residential projects, such as Rolling Meadow Lakes, are reviewed by the Utility Department;[13] the developer's stormwater drainage facilities must be approved the City Public Works director;[14] public utility improvements and private utilities improvements connecting into the City utility system must be reviewed and approved by the City Utility Department;[15] drainage plans must be approved by the City Engineer;[16] and road construction and drainage in residential subdivisions must comport with the Final Subdivision Plat standards, which plats are subject to review by City Staff.[17]

---

[12] Deed Restrictions must be submitted as part of the Final Subdivision Plat approval process.
§184.16 DESIGN IMPROVEMENT AND RESERVATION STANDARDS.

[13]**§ 200.16 ENGINEERING SERVICE CHARGES.**
(A) *Project Plan Review, Permit Applications, Utility Agreement Administration Fees, and Inspection Fees.* The Utilities Department will charge a base fee for plan review and administrative costs, and an inspection fee for all commercial, multifamily, industrial and residential subdivisions projects.

[14] **§ 174.095 STORMWATER DRAINAGE FACILITIES.**
(A) The owner of real property is responsible for providing and maintaining stormwater drainage facilities to collect and dispose of stormwater on-site in compliance with local law. It shall be unlawful for any person to alter non-city maintained or owned stormwater drainage facilities without the prior approval of the Public Works Director or other agencies having jurisdiction. No changes shall be permitted by the Public Works Director which will adversely affect the stormwater management system in the area of the property

[15] **§ 44.04 DUTIES AND RESPONSIBILITIES. (Utilities Dept)**
(C) Oversees the construction of public utility improvements. Reviews and provides approvals and construction inspection of private utility improvements connecting to the city's centralized systems.

[16] **§ 174.065 APPROVAL REQUIRED; EXCEPTIONS.** (A) A drainage plan must be approved by the City Engineer, unless exempted by divisions (B), (C), (D), (E) or (F) below..."

[17] Chapter 184, Palm Bay City Code, §184.08.

According to section 184.08(E) of the Code, the City's application review process for the final subdivision plat (a/k/a final development plan) and the above-referenced construction plans is as follows:

> "(E) ***Final approval***. After the **Planning and Zoning Board has reviewed the final plat** and **construction plans,** the city staff report with its recommendations, and testimony and exhibits submitted at the public meeting, the Planning and Zoning Board shall forward its recommendations for final action to the City Council. Upon receiving the recommendation of the Planning and Zoning Board including the city's staff report, the City Council shall hold a public meeting and shall act to either approve, approve with conditions, or disapprove **such application."** (Emphasis supplied; See Exhibit 11)

PLEASE NOTE THAT ACCORDING TO §184.08(E), THE CITY COUNCIL MUST APPROVE, CONDITION, OR DISAPPROVE **THE APPLICATION**—WHICH INCLUDES BOTH THE FINAL PLAT **AND CONSTRUCTION PLANS**.

Section 184.08(E) of the Final Subdivision Plat review ordinance requires that both the Planning and Zoning Board recommendation AND a staff report must be presented to the City Council at a public hearing on **the application**. (See Exhibit 11)

The review procedures under 185.067(B) relating to final development plan approval only require a review by the planning and zoning board, and a subsequent approval, denial or approval with conditions by the City Council at a public hearing, but do not require a staff report. As shown in Appendix 1, Part 2 (Clerk letter and attached staff reports), Appendix 1, Part 3 (Clerk letter and attached staff reports) and Exhibit 14 (9-4-2014) minutes, the City Council was presented with both the Planning and Zoning Board recommendation and a staff report on the PUD Final Development plan, thereby satisfying the requirements of both §184.08(E) and §185.067(B).

PLEASE NOTE THAT §185.067(B) ALSO REQUIRES THE CITY COUNCIL TO APPROVE, APPROVE SUBJECT TO CONDITIONS, OR DENY **THE APPLICATION** FOR FINAL DEVELOPMENT PLAN APPROVAL. In relevant part, that provision reads as follows:

> §185.067(B) *Procedure.*
>
> (2) The Planning and Zoning Board shall recommend the approval, approval subject to conditions, or disapproval of the final development plan with the preliminary development plan, the sufficiency and accurateness of the required exhibits, and the requirements and purposes of this subchapter and any other applicable provision of this code of ordinances and any other regulation of the city. The Planning and Zoning Board

shall recommend the approval, approval subject to change, or denial of the final development plan.

(3) The City Council shall review the recommendations of the Planning and Zoning Board at a regular public hearing of the City Council and shall approve, approve subject to conditions, or deny **the final development plan application. The final development plan approval shall constitute a PUD rezoning enacted by Ordinance**. The final development plan shall be binding upon the land contained with the plan. Any proposed modifications to the final development plan shall be submitted to the Growth Management Director for determination of departure. If determined to be a substantial deviation from the approved final development plan, the applicant must receive Final PUD approval from City Council for such deviation. See Exhibit 11)

Therefore, to finalize a PUD rezoning under the Palm Code, a Final Development Plan application consisting of a suite of documents, including construction plans, must be approved by the City Council. The construction plans, a Final Subdivision Plat (and other documents) are all required to complete an application under the City's application form, and under §§185.067,184.08(A) and 184.28 of the City Code. Finally, consistent with that process, please note that §185.067(1) of the Code also requires a fee for "plat filing". (See Exhibit 11)

7. **The Staff Report**

Paragraph 1, sentence 3 of the August 6, 2014, under the sub-heading "Analysis" in the staff report indicates that the staff reviewed "**the submitted plats**." (App. 1, part 2, p.0134). The 3rd sentence in ¶3 of that staff report "Analysis" states: "**Subsequent plats** show these tracts to be subdivided into lots and private streets are also shown." (App. 1 part 2, p. 135). The word "plat" is used (8) times in the August 6, 2014, staff report "analysis" comments in paragraphs 1 through 6 relating to the Rolling Meadow Ranch application for approval of a "Final Planned Unit Development". (App. 1 part 2, pp. 0134-135.). The actual plats reviewed by the staff are attached to the staff report. (App. 1, part 2, pages 0151 to 0157).

Since the city staff were clearly reviewing Rolling Meadow Lakes plats and the City Council followed a procedure that covered both the Final Subdivision Plat procedure of section 184.08(E) and the Final Development Plan procedure; and since the City Clerk requested a mylar version of the Rolling Meadow Lakes plats for recording with the Brevard County Clerk, the only reasonable conclusion that can be drawn from the evidence presented is that the City's action approved the Rolling Meadow Lakes application for the Final Development Plan in the form of Final Subdivision Plats, an application that included **construction plans** under the applicable

application approval processes required for the Rolling Meadow Lakes to receive its PUD rezoning.

8. **Conclusion**

The Rolling Meadows Ranch application for a PUD Final Development Plan for the Rolling Meadow Lakes subdivision:

a. had to include a recordable plat submitted **along with construction plans** and other documents to comprise a complete application under §§184.08(A) and 184.28 of the Code; under the Final Development Plan application form; and under §§187.067(E)(3) requiring compliance with chapter 177, Fla. Stat.;
b. was reviewed in a staff report that clearly involved the staff review of subdivision plats submitted by Rolling Meadow Ranch, the applicant; and
c. complied with §184.08(E) and §185.067(B), both of which expressly state that approval by the City Council is approval of the application, which included the Rolling Meadow Lakes construction plans.

The only conclusions sustainable by the City Code, as applied to the facts presented, are that on September 4, 2014, the City Council approved the Rolling Meadow Lakes Final Development Plan application, which included both the Final Subdivision Plat **and the construction plans** for the Rolling Meadow Lakes subdivision. (APPENDIX 1, PART 2. pp. 0129-139)

Exhibit 13 shows that my client has already spent $989,565.69 in conforming to the City's process for approval of the Rolling Meadow Lakes **Planned Unit Development Application (PUD) Final Development Plan** application, which has been approved by the City. (APPENDIX 1, PART 2. pp. 0129-139) That does not even include the $5 million Rolling Meadows Ranch, Inc. spent on the earth work on the project that was done in conjunction with the City's review and approval process. A review of Exhibit 13 will show that the time frame during which Rolling Meadow Ranch expended funds for engineering correspond to the time line set forth in this letter. The end result was the City's approval of the Rolling Meadow Lakes PUD Final Development Plan application—which application included both the Rolling Meadows Lakes subdivision plat and the construction plans required for a complete application. My client would certainly not have spent almost $6 million in engineering fees on construction plans and earthwork without making sure those plans were being processed and approved following the procedures laid out by the City Staff, as corroborated by the City ordinance procedures set forth in Exhibit 11.

It has been two years since the Legislature directed the County to recognize my clients' vested rights in accordance with section 4. of Chapter 2019-176, Laws of Florida. Under that special act, the County does not have the authority to make my client go through the county's construction plan approval process or any other form of development review that has already been approved by the City of Palm Bay, including the construction plans in the Final Development Plan application approved by the City Council. The delay in passing the County Commission resolution required to implement my clients' vested rights has dramatically increased the likelihood that the current hot market for shovel ready development will soon pass. The resulting loss in value to the Rolling Meadow Lakes property would be outrageously high.

Further delay could be catastrophic, from my clients' business perspectives. My clients are in the throes of one of the hottest, if not the hottest, markets for developable property in the history of the County. Any additional delay in approving my client's vested rights—which include the City-approved construction plans—risks the cooling of that market and enormous economic damage to my clients—losses that Rolling Meadow Ranch and Willowbrook Farms will take steps to recoup from the County and/or City, if necessary.

Sincerely,

Scott L. Knox, Esq.

cc: Eden Bentley
Andy Machata

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

July 1, 2014

Via Courier
Mr. Dave Watkins
City of Palm Bay
Growth Management Department
120 Malabar Road
Palm Bay, FL 32907

Re: ***Rolling Meadow Lakes***
Preliminary and Final PUD Application Submittals
B.S.E. File # 87020.02

Dear Dave:

Enclosed for your review and for subsequent Council approval, enclosed please find the following (all of which has also been provided on a disc in pdf format):

Preliminary PUD Application

1. Preliminary PUD Application Form
2. Letter of Authorization
3. Check # 17842 in the amount of $750.00 for Preliminary PUD Application fee
4. Vicinity Map
5. Six (6) copies of Development Plan (PDP Plan)
6. 500' Radius Package as received from the Brevard County GIS Department

Note, the Topographic Data Map is included in the plans submitted with the Final PUD Application

Final PUD Application

1. Final PUD Application Form
2. Letter of Authorization
3. Check # 17841 in the amount of $1,000.00 for Final PUD Application fee
4. Engineering Plans, including:
   - Boundary Survey
   - Offsite Flow Way Plans
   - St. Johns Heritage Parkway Plans
   - Topography Map
   - Plat Drawings

* See plans in SMG office (full size) or: 87020.02/admin/City/Correspondence/7.1.14 Prelim. & Final Submi Final PUD

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 ~ Fax (321) 723-1159
Toll Free ~ 1-800-523-4BSE (4273)
info@bseconsult.com

5. Development Schedule
6. Declarations of Covenants and Restrictions
7. Tax Receipts

Note, the Title Opinion has been requested and will be forwarded under separate cover.

Should you have any questions, feel free to contact me.

Very truly yours,

Scott M. Glaubitz P.E. P.L.S.

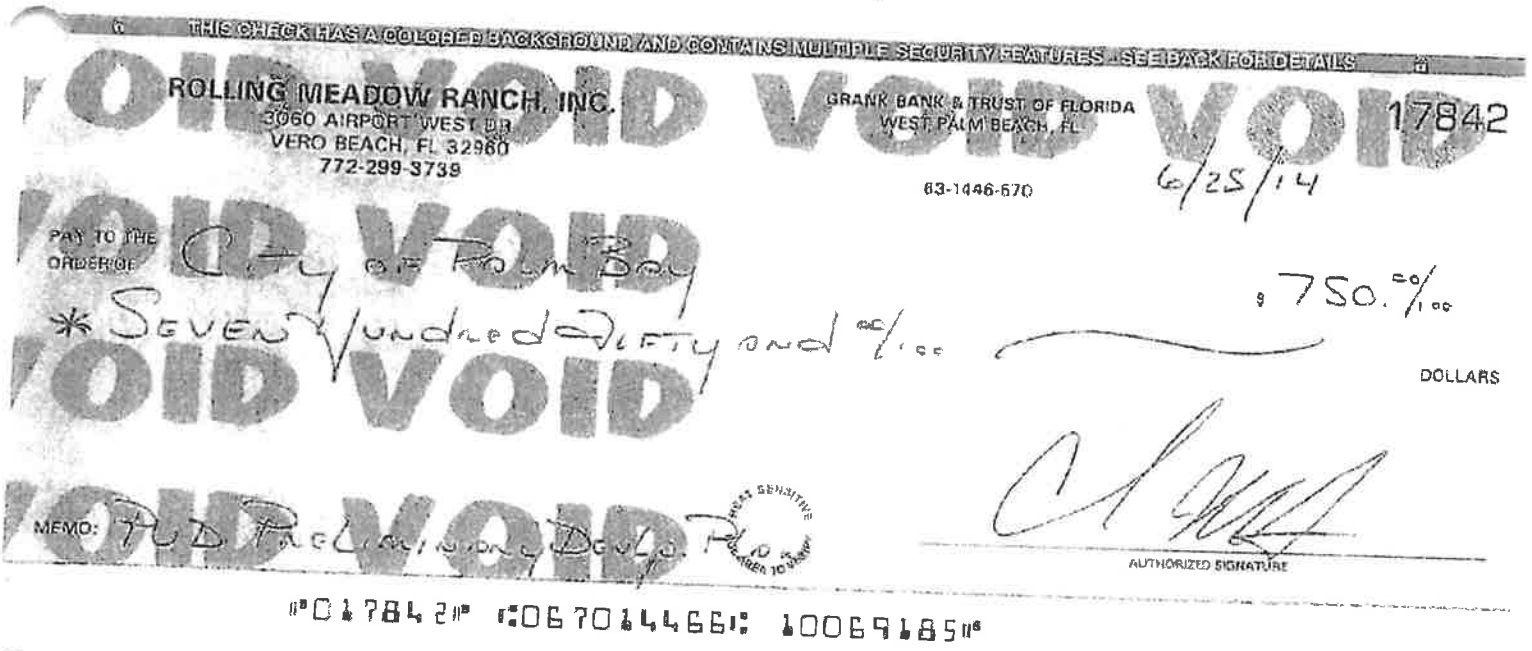
Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jab
87020.02.city.corr.14-s2913.july

cc: Andy Machata, Rolling Meadow Ranch, Inc.
Joe Miniclier, Stromire, Bistline & Miniclier

Enclosures

Rolling Meadow Lakes
Preliminary and Final
PUD Application Packages
July 1, 2014
PROJECT # 87020.02
File Disclaimer:
Please be aware that any attached files are for your convenience only. Reliance upon this information is done solely at your risk. The layout of this project should follow approved construction plans and be in accordance with all applicable government agency regulations.
B S E
B.S.E. Consultants, Inc.
312 S. Harbor City Blvd.
Melbourne, FL 32901
info@bseconsult.com



THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

ROLLING MEADOW RANCH, INC.
3060 AIRPORT WEST DR
VERO BEACH, FL 32960
772-299-3739

GRANK BANK & TRUST OF FLORIDA
WEST PALM BEACH, FL
63-1446-670

17842

6/25/14

PAY TO THE ORDER OF City of Palm Bay

$ 750.00

*Seven Hundred Fifty and 00/100

DOLLARS

MEMO: PUD Reclaimed Water Deposit

AUTHORIZED SIGNATURE

"017842" "067014466" 10069185"

ROLLING MEADOW RANCH, INC.

17842

Brevard Co.

June 24, 20 14

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Preliminary Development Plan application for said property.

(Signature)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 2014
by Andy Machata, who is personally known by me or
who has produced _____ as identification,
and who did ___/did not ___ take an oath.

(SEAL)

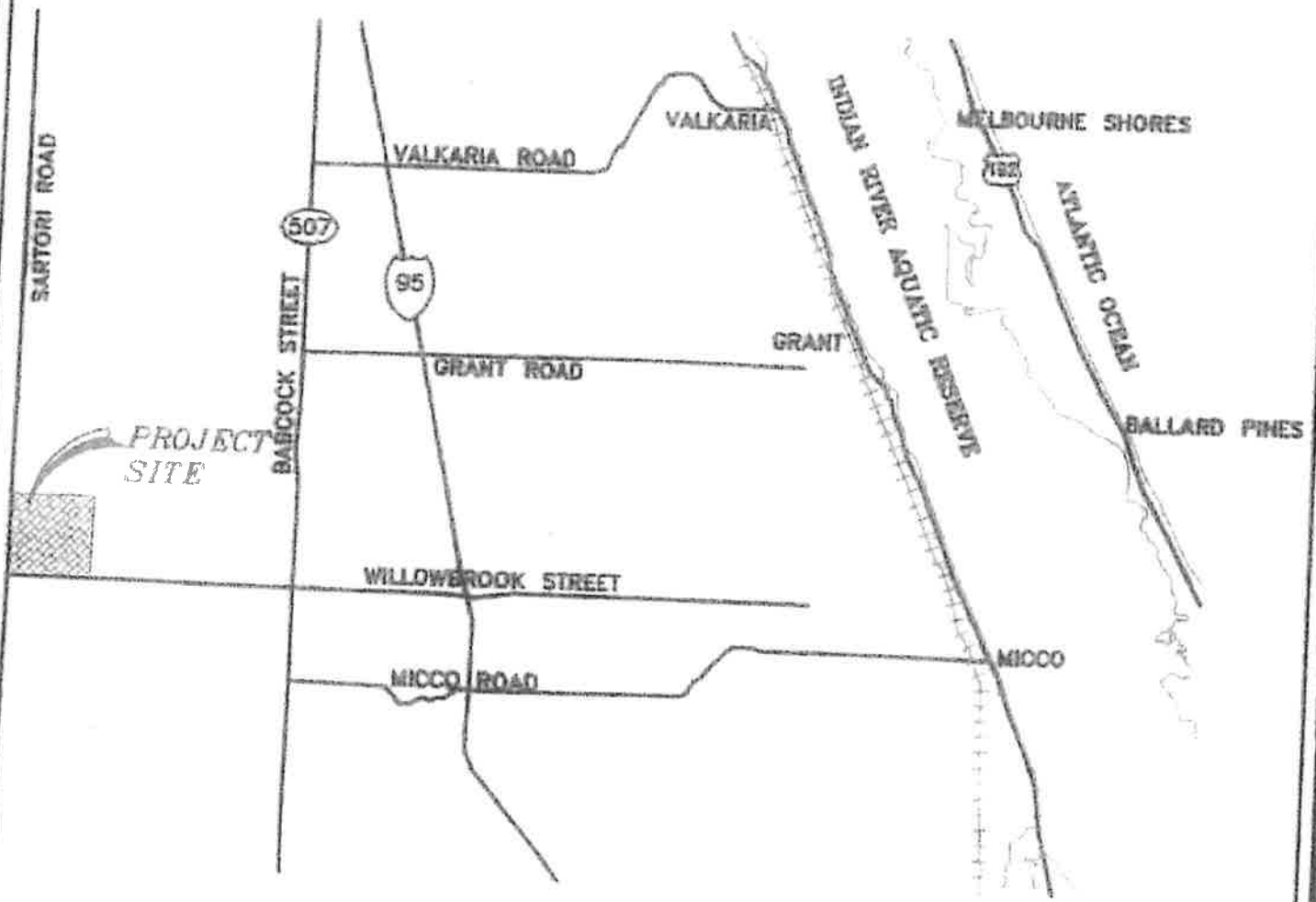
JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

Julie A Bernal, Notary Public
Serial No. EE 220935
My commission expires 11-12-16

Rolling Meadow Lakes

BREVARD COUNTY, FLORIDA

SECTIONS 5, 6, 7 & 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST



Vicinity Map

B.S.E. Project #87020.02
B.S.E. Drawing #87020022000EX

B.S.E. CONSULTANTS, INC.

The City of Palm Bay Florida
A Perfect Place to Grow

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
PRELIMINARY DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott Glaubitz, PE, PLS, BSE Consultants, Inc REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1,376.23

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE PRELIMINARY APPLICATION (PROVIDE 6 COPIES IF LARGER THAN 11" x 17"). THE EXHIBITS SHALL ALSO BE PROVIDED IN PDF FORMAT.

A) Vicinity map clearly outlining subject PUD and showing the relationship between the PUD and its surrounding area including adjacent streets and thoroughfares.

B) Development plan that shall contain, but not be limited to the following information:

a) Proposed name or title of project, the name of the engineer, architect, and developer.
b) North arrow, scale (1" = 200' or larger), date and legal description of the proposed site.
c) Boundaries of tract shown with bearings, distances, closures, and bulkhead liner. All existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
d) Names and location of adjoining developments and subdivisions.
e) Proposed parks, school sites, or other public or private open space.
f) Vehicular and pedestrian circulation systems including off-street parking and loading areas, driveways, and access points.
g) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary non-residential uses, and the total number of dwelling units.
h) Proposed common open space, including the proposed improvements and any complementary structures and the tabulation of the percent of the total area devoted to common open space. Areas qualifying for common space shall be specifically designated on the site plan.
i) Delineation of specific areas designated as a proposed stage.
j) General statement indicating proposed means of drainage for the site to ensure conformity with natural drainage within the vicinity area or with the drainage plan established within the vicinity.
k) General location within site of each primary residential land use, and the proposed amount of land to be devoted to individual ownership.
l) Schematic drawing of the elevation and architectural construction of the proposed primary and secondary non-residential structures.
m) The proposed method of dedication and administration of proposed common open space.

C) Topographic data map drawn to a scale of two hundred (200) feet to one (1) inch or larger by a registered surveyor and/or engineer showing:

a) The location of: existing property lines; streets; buildings; water courses; transmission lines; sewers; bridges; culverts and drain pipes; water mains; and any public utility easements.
b) Wooded areas, streams, lakes, marshes, and any physical condition affecting the site.
c) Existing contours based on current U.S. Coast and Geodetic data with a contour interval of two (2) feet, and proposed finished elevations

8) Submittal of preliminary application, development plans, vicinity maps, and topographic maps shall be accomplished at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay.

The following enclosures are needed to complete this application:

__X__ *$750.00 application fee shall accompany the Preliminary PUD application for the purposes of administration. Make check payable to "City of Palm Bay."

__X__ Vicinity Map (see Item 7).

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
PRELIMINARY DEVELOPMENT PLAN
PAGE 3 OF 3

_X_ Development Plan (see Item 7).

_X_ Topographic Data Map (see Item 7).

_X_ List of property owners within 500 foot radius of the corners of the property. (This can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: Brevard County GIS Department

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PRELIMINARY PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6.24.14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the City of Palm Bay.

2. Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008 - 19, and will be relied upon by the City of Palm Bay in its review of application for Comprehensive Plan amendment or Development Order approval affecting the property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata, [✓] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-12-16

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220936
Bonded Through National Notary Assn.

EXHIBIT "A"

PROPERTY

DESCRIPTION:

THE WEST 1/2 OF SECTION 5, ALL OF SECTION 6, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN N00°56'31"W, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 348.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGE 1863, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°30'06"E, ALONG SAID NORTH LINE, A DISTANCE OF 5272.16 FEET TO THE EAST LINE OF SAID SECTION 7 (SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 8); THENCE S89°41'55"E A DISTANCE OF 2649.59 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 8; THENCE S00°54'17"W, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 247.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S89°26'11"W A DISTANCE OF 2649.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7); THENCE N89°50'09"W A DISTANCE OF 5273.88 FEET TO THE POINT OF BEGINNING. CONTAINING 1,376.23 NET ACRES, MORE OR LESS.

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percent of Interest
Blackhawk Construction owns Rolling Meadow Ranch Inc	3060 Airport W Dr. Vero Beach, FL 32960	100%
Rolling Meadow Ranch Inc owns the Property	3060 Airport W Dr Vero Beach FL 32960	100%
Andrew R Machata is the President of Blackhawk Construction and Rolling Meadow Ranch and owns		100%

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – APPLICANT

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]*, (hereinafter, "Applicant"). Applicant seeks Comprehensive Plan amendment or Development Order approval for real property legally described on the attached Exhibit "A" (the "Property").

Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008-19, and will be relied upon by the City of Palm Bay in its review of Applicant's application for Comprehensive Plan amendment or Development Order approval. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of the Applicant.

Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata,
[✓] who is personally known to me or [ ] who has produced _____
as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-12-16

JULIE A. BERNAL
Notary Public - State of Florida
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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

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DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

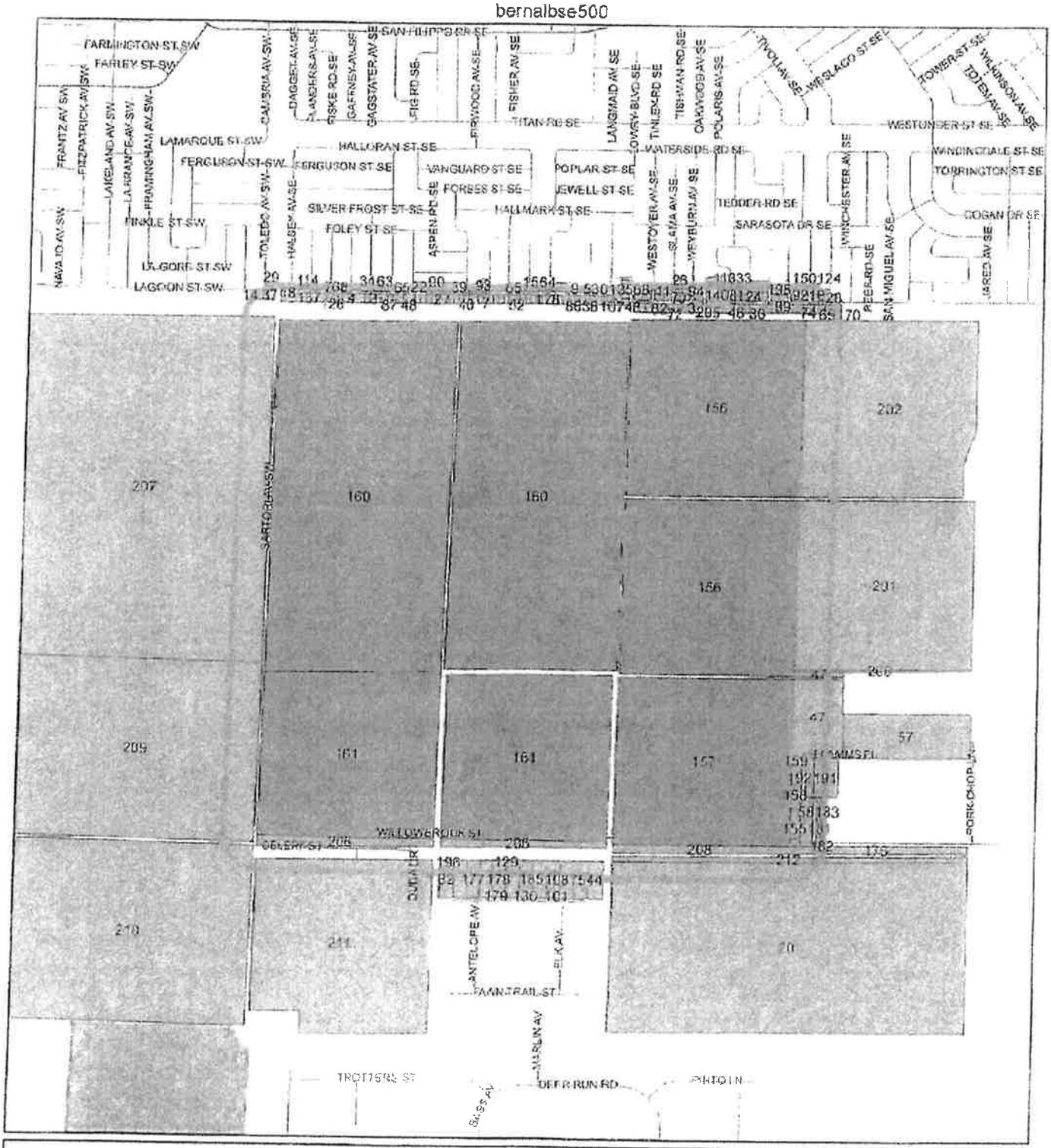
Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	
Blackhawk Construction Co Owns Rolling Meadow Ranch Inc	3060 Airport W Dr Vero Beach FL 32960	100%
Rolling Meadow Ranch Inc own the Property	3060 Airport West Dr Vero Beach FL 32960	100%
Andrew R Machata is the President of Blackhawk Construction Co and Rolling Meadow Ranch Inc and owns		100%

RADIUS MAP

ROLLING MEADOW RANCH INC

bernalbse500



N

W E

S

1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Buffer

Subject Property

Notify Property

Parcels

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 6/25/2014

Appendix

bernalbse500
Page1

BERNAL, Julie
BSE Consultants, Inc.
312 S. Harbor City Blvd., Suite 4
Melbourne, FL 32901

00000-0000

ABRAMOVICH, NINA
ABRAMOVICH, EFIM
1 POST COURT
NEW CITY NY 10956-0000

ADAMS, INA E
ADAMS, KENNETH H/W
660 HENLOCK ST SE
PALM BAY FL 32909-7564

ADDINGTON, ERIC W
28 W POINT DRIVE
COCOA BCH FL 32931-0000

AGUIAR, ARTHUR M
AGUIAR, MARIA H/W
130 MYRICK STREET
BERKLEY MA 02779-0000

ALEXANDER, LUCILLE MARIA
813 HAMPCHESSER RD
FOLKSTON GA 31537-0000

AMBROSE, VADNE
AMBROSE, DAVID A
936 WALDEN BLVD SE
PALM BAY FL 32909-0000

AMOS, CALVIN E
AMOS, SHERRY R H/W
1165 TUCKAWAY DR
ROCKLEDGE FL 32955-0000

ARNOLD, KELLIE
BUTLER, CHARLES
113 STILLHOUSE ROAD
HENDERSONVILLE TN 37075-0000

ARSENAULT, CHRISTIAN J
3290 SLAMA AVENUE SE
PALM BAY FL 32909-0000

BALSLEY, GORDON E
P O BOX 568
CLYDE NC 28721-0568

BEJA, LEON BOTTON
DE BOTTON, IRMA BEJA
FUENTE GRANDE NO 5
TECAMACHALCO
MEXICO 10 D F 00000-0000

BENITEZ, ANGEL F
BENITEZ, FERNANDO
2721 N PINE ISLAND RD #310
FT LAUDERDALE FL 33322-0000

BLAIR, HUGH C
BLAIR, BICH LORN H/W
201 LAKEN DR
W PALM BEACH FL 33409-0000

BLOOMFIELD, SANSALVADORE
BLOOMFIELD, DENA H/W
3286 LOWRY BLVD SE
PALM BAY FL 32909-8200

BLOOMFIELD, SANSALVADORE
BLOOMFIELD, DENA H/W
3286 LOWRY BLVD SE
PALM BAY FL 32909-0000

BOENZLE, ARTHUR G TRUSTEE
BOENZLE, EDITH L TRUSTEE
12 COPPER TRAIL CT
ST CHARLES MO 63301-0000

BOLANOS, ANGEL
GALLO, ANA M H/W
11873 NW 2ND STREET
CORAL SPRINGS FL 33071-0000

BORUCH-DAVID LLC
P O BOX 411389
MELBOURNE FL 32941-1389

BREVARD COUNTY
700 PARK AVENUE S
TITUSVILLE FL 32780-0000

BROWN, GLEN-ROY
MILLS, CORDELLA
5910 NW 15 COURT
SUNRISE FL 33313-0000

BUIGUES, ROBERTO JR
16894 NW 70 AVE
MIAMI FL 33015-0000

BUTLER, CHARLES R
ARNOLD, KELLIE S H/W
113 STILLHOUSE RD
HENDERSONVILLE TN 37075-0000

CARLSON, PAUL D
CARLSON, SANDRA L H/W
2912 E 1529TH RD
OTTAWA IL 61350-0000

CLAPP, THOMAS MC CONNELL III
350 WARWICK ST SE
PALM BAY FL 32909-0000

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Page2

CLARK, JOELLE A
3296 TERKELSON AVE SE
PALM BAY FL 32909-0000

CONDELL, VALENTINE
3387 TOLEDO AVE SW
PALM BAY FL 32908-0000

COOPER, CHASITY L
826 BROOKFIELD ST SE
PALM BAY FL 32909-0000

COTTON, THOMAS R
COTTON, TERESA E TRUSTEES
836 HUNTINGTON RD
KANSAS CITY MO 64113-0000

CRESPI, DAVID
6465 FLORIDANA AVENUE
MELBOURNE BCH FL 32951-3840

CSA STRATEGIES LLC
1960 WINDBROOK DRIVE SE
PALM BAY FL 32909-0000

DACOSTA, VALRIE A
DACOSTA, ROY H/W
3106 WINCHESTER AVE SE
PALM BAY FL 32909-0000

DALY, PAUL
P O BOX 321395
COCOA BCH FL 32932-1395

DANGEL, SANDRA J
916 YEW STREET
BAREFOOT BAY FL 32976-0000

DARLING, IVY
102 CABOT AVENUE
ELMSFORD NY 10523-0000

DAVIDSON, ROBERT A
153 TIMBER TRAILS LANE
MOCKSVILLE NC 27028-5670

DAVIS, KEVIN E
381 WARWICK ST SE
PALM BAY FL 32909-0000

DAVIS, LINDA
235 S BEACH BLVD SPC #16
ANAHEIM CA 92804-0000

DAVIS, ROBERT A JR
DAVIS, CANDY A H/W
254 WARWICK STREET SE
PALM BAY FL 32909-0000

DE MELLO, RONALD
1425 CIMMARON LANE
GOOSE CREEK SC 29445-0000

DENNEY, ROBERT
DENNEY, CATHERINE H/W
3298 LOWRY BLVD SE
PALM BAY FL 32909-0000

DESIR, MARIE LOURDES
10363 KRISTEN PARK DR
ORLANDO FL 32823-0000

DOMENECH, RAFAEL A
58 -33 CATARATA ST
SAN JUAN PR 00926-0000

DOURMAP, JEAN-MARC
P O BOX 7216
PORT ST LUCIE FL 34985-7216

DUNAGAN, FRANK H
3221 S ATLANTIC AVE #603
COCOA BCH FL 32931-0000

ECKLAR, JAMES O
298 WARWICK ST SE
PALM BAY FL 32909-0000

EISENHOWER PROPERTIES LP
P O BOX 2308
SAVANNAH GA 31402-0000

ESPOSITO, PAMELA
2239 SHOMA DR
ROYAL PALM BCH FL 33414-0000

ETGHAYI, FAROKH
P O BOX 910
SAN GERMAN PR 00683-0000

FARNES, WARREN
2126 RESERVOIR ST
LOS ANGELES CA 90026-0000

FERNANDEZ, NELSON
11040 SW 59 TERR
MIAMI FL 33173-0000

FIGUEROA, MIGUEL A
281 AVENUE C APT#MA
NEW YORK NY 10009-0000

FIVE STAR INVESTMENT COMPANY LLC
611 SW PORT SAINT LUCIE BLVD
PORT ST LUCIE FL 34953-0000

FLAMINIANO, GERMAN O
FLAMINIANO, LUCITA R H/W
70 NICKLAUS DRIVE
AURORA, ONTARIO L4G 0C6
CANADA 00000-0000

bernalbse500
age3

FLAMM, RICHARD A
FLAMM, TERESA R H/W
9202 FLAMM'S PLACE
PALM BAY FL 32909-0000

FULLER, EVERTON G
17 PERSHING STREET
HARTFORD CT 06112-0000

FYFFE, CALICE M
3290 WEYBURN AVE SE
PALM BAY FL 32909-0000

GALLAND, VIOLAINE
166 W 75TH STREET APT 1214
NEW YORK NY 10023-0000

GENILLOUD, FRANCIS
GENILLOUD, PAUL ET AL
IMPASSE DU CHÊNE 5
CH 1740 NEYRUZ
SCHWITZERLAND 00000-0000

GLIWA, ERLINDAT
GLIWA, DAVID R
6121 N ATLANTIC AVE #106
CAPE CANAVERAL FL 32920-3908

GONZALEZ, SUHEIL
3294 HALL ROAD SE
PALM BAY FL 32909-0000

GORIN, MARGARITA M
3299 HALACKA AVENUE SE
PALM BAY FL 32909-0000

GRANCARA, ZAIRA
VIA C BATTISTI 56
36050 QUINTO VICENTINO (VI)
ITALY 00000-0000

GRAY, JASON D
GRAY, VALESKA A H/W
440 SE 4TH STREET
DEERFIELD BCH FL 33441-0000

GREENWALD, JODI ANN
6108 NW 100TH TERRACE
TAMARAC FL 33321-0000

GUENNO, STEPHANE
22 RUE DU CHAMP DE L'ORME
33000 RENNES
FRANCE 00000-0000

GVL COMMUNITY LLC
1838 2ND AVE STE 350
NEW YORK NY 10128-0000

HALL, JEREMY A
650 HENLOCK ST SE
PALM BAY FL 32909-0000

HARRINGTON, WENDELL A
HARRINGTON, JULIE L H/W
890 SE BROOKFIELD ST
PALM BAY FL 32907-0000

HARRINGTON, WENDELL A
HARRINGTON, JULIE L H/W
890 BROOKFIELD ST SE
PALM BAY FL 32909-0000

HAYES, PHILIP J
HAYES, SHANNON L H/W
2320 STONEBRIDGE DR
ROCKLEDGE FL 32955-0000

HESTER, ANDREA
3299 HEWITT AVE SE
PALM BAY FL 32909-0000

HIBBERT, ANGELLA
705 DELLROSE TRACE
MC DONOUGH GA 30253-8786

HIGGINBOTHAM, HARVEY A
HIGGINBOTHAM, JANICE A CO-TRS
6684 ROCHELLE BLVD
PARMA HTS OH 44130-0000

HOLLOMAN, EARL U
HOLLOMAN, JUANITA H/W
23511 BELMAR DR
LAGUNA NIGUEL CA 92677-0000

HOMSI, EVELYNE W
TIMMERSLALT 34
43346 PARTILLE
SWEDEN 00000-0000

HONG, TALHUI
HONG, OK JA H/W
1292 ALLENTOWN RD APT #2108
LANSDALE PA 19446-0000

INGERSOLL INVESTMENTS III LLC
2809 ARDSLEY DRIVE
ORLANDO FL 32804-0000

bemafbse500
Page4

ISIDORE, MARIE MAUDE
2806 NW 94TH AVE
CORAL SPRINGS FL 33065-0000

ITAM GROUP INC
63 S OAK AVENUE
FORDS NJ 08863-0000

JERINSKY, EUGENE
JERINSKY, HELENA E H/W
545 TRACE CIR APT #106
DEERFIELD BCH FL 33441-0000

JONES, CHARLOTTE
JONES, ARNOLD LEWIS
321 WARWICK ST SE
PALM BAY FL 32909-0000

ORQUERA, VIVIANO
13 CONTINENTAL PLACE
GLEN COVE NY 11542-0000

KELLEY, JOHN H
KELLEY, RAYMONA A H/W
3297 TRAINFO AVENUE SE
PALM BAY FL 32909-0000

KERR, NEVILLE B
KERR, ESMERALDA H/W
5382 REDWOOD PLACE
PLANTATION FL 33317-0000

KIM, MARVIN H
1733 S 10TH AVE
ARCADIA CA 91006-0000

KRACK, PETER H
KRACK, MARGARET ANNE H/W
33 CARRIAGE HOUSE DR
DANBURY CT 06810-0000

KWOK, KEN C
NO 6 6/FLOOR TAI HANG RD
HONG KONG 00000-0000

LAM, KELLY LIANG
22485 SW 61ST WAY APT #D141
BOCA RATON FL 33428-0000

LAM, LONG T
LAM, ANH N PHAM H/W
11910 PORTOFINO RD
HOUSTON TX 77082-0000

LFMQ INVESTMENTS INC
3765 PEACOCK DRIVE
W MELBOURNE FL 32904-0000

LIM, MYRNA
5890 CRESCENT RIDGE DR
SEVEN HILLS OH 44131-2437

LISANTI, MARIO
LISANTI, SHARAL H/W
2762 CARAMBOLA CIR S
COCONUT CREEK FL 33066-0000

LOISEAU, MARIE F
DUPUY, DUVAL H/W
259 -44 147TH RD
ROSEDALE NY 11422-0000

LONGO, ANTONIO M
4014 FORT WORTH AVE
ALEXANDRIA VA 22304-0000

MAC WILLIE, STEPHEN S
MAC WILLIE, PHILLIS F H/W
407 JANICE ST
ENTERPRISE AL 36330-0000

MADDEN, DANIEL
594 WARRICK ST SE
PALM BAY FL 32909-0000

MADDEN, DANIEL P
594 WARWICK STREET SE
PALM BAY FL 32909-0000

MANGUBA, ALICIA DORAN
1992 MERLIN RD
PHILADELPHIA PA 19116-0000

MARTIN, ROBERT
406 WARWICK ST SE
PALM BAY FL 32909-0000

MC KEE, DOROTHY A ESTATE
MC KEE, PAUL S
41650 RCR 46
STEAMBOAT SPRINGS CO 80487-0000

MEAD, VIRGIL E
MEAD, MARCIA A H/W
P O BOX 5185
GODFREY IL 62035-0000

MESHAKA, ABRAHAM E
MESHAKA, DOLLY H/W
18575 SW 42 STREET
MIRAMAR FL 33029-0000

MICHAELS, DENISE J
776 BROOKFIELD ST SE
PALM BAY FL 32909-7503

MIRANDA, LENNI LONGO
86 CERVANTES STREET 5-A
SAN JUAN PR 00907-0000

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Page5

MIRAVALLE, JUSTIN D
3294 WESTMORE RD SE
PALM BAY FL 32909-0000

MOALLEM, DAVID
MOALLEM, JOAN P TRUSTEES
1663 GEORGIA STREET NE STE 200
PALM BAY FL 32907-0000

MOALLEM, M DAVID
1663 GEORGIA STREET NE STE #200
PALM BAY FL 32907-0000

MOLINA, GIL JR
STRUBLE, VALERIE
120 WARWICK ST SE
PALM BAY FL 32909-0000

MONTANEZ, BRUCE
1072 HAILEY ST
MELBOURNE FL 32904-0000

MORGAN, KELBY D
108 LAGOON ST SW
PALM BAY FL 32908-0000

MPX LAND COMPANY
1663 GEORGIA STREET NE STE #200
PALM BAY FL 32907-0000

MPX LAND COMPANY
1663 GEORGIA STREET NE
PALM BAY FL 32907-0000

MSIP PROPERTIES LLC
12007 CORSICA LANE
NORTH PORT FL 34287-0000

NATHANSON, SCOTT
705 ALASKA AVE NE
PALM BAY FL 32907-0000

NEBRES, RODOLFO D
NEBRES, DOLORES T H/W
42 EDGEMONT RD
EDISON NJ 08817-0000

NEDD, LORETTA
1385 LAFAYETTE SQ
MC DONOUGH GA 30252-6808

NICHOLOFF, BORIS
235 S BEACH BLVD #18
ANAHEIM CA 92804-0000

NOVA STAR INVESTMENTS INC
12112 NW 53RD ST
CORAL SPRINGS FL 33076-0000

O'BRIEN, ROSE M
80 NE 26TH ST
WILTON MANORS FL 33305-1028

O'HARA, JOHN
MIDWAY HOME ESTATES
160 MT PLEASANT RD #16
NEWTOWN CT 06470-0000

OCFEMIA, THOMAS
4401 KRAFT ST #1
STUDIO CITY CA 91602-0000

OCHOA, JUAN CARLOS GONZALEZ
3272 TERKELSON AVE SE
PALM BAY FL 32909-0000

ODIES, DULIA
8 COLLEEN DR
BROCKTON MA 02301-0000

PALM BAY, CITY OF
120 MALABAR RD SE
PALM BAY FL 32909-0000

PAOLI HOMES LLC
P O BOX 101353
PALM BAY FL 32910-1353

PASCUA, NIEVES CUSTODIO
230 CHISHOLM AVE
TORONTO ON M4C 4W4
CANADA 00000-0000

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Page8

PATEL, CHETAN R
PATEL, MANISHA C
307 MCKINLEY AVE
EDISON NJ 08820-0000

PAYNE, DAVID LANCE
COWART, DENNIS G ET AL
3288 WALLACE AVE SE
PALM BAY FL 32909-0000

PEREZ, LILLIAN
1901 NE 41ST ST
OAKLAND PARK FL 33308-0000

PIERRE, BERNARD
8020 NW 21ST CT
SUNRISE FL 33322-0000

POLLACK, LANCE
3298 HAINSWORTH AVE SE
PALM BAY FL 32909-0000

PRATT, WENDELL
PRATT, HA H/W
934 LEMONGRASS LANE
WELLINGTON FL 33414-0000

PURCELL, MARK W
3281 TRAINFO AVE SE
PALM BAY FL 32909-0000

REYNOLDS, HOWARD
REYNOLDS, ANDREA H/W
9517 OSPREY ISLES BLVD
PALM BEACH GARDENS FL 33412-0000

RICE, MICHAEL W
RICE, KAORU A H/W
8565 BOCA GLADES BLVD W #E
BOCA RATON FL 33434-0000

RICHARDSON, D J
3380 CHESTNUT CREEK DR
MARIETTA GA 30062-0000

ROBERSON, SEAN
ROBERSON, JENNIFER H/W
1041 PANDORA RD SE
PALM BAY FL 32909-0000

ROLLING MEADOW RANCH INC
3060 AIRPORT DRIVE
VERO BCH FL 32960-0000

ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

RYAN, MICHAEL V
684 VOCELLE AVE
SEBASTIAN FL 32958-0000

SALEM, CLAIRE G
TIMMERSLALT 34
43346 PARTILLE
SWEDEN 00000-0000

SALOMONE, VICKI J
2312 ANGEL RD SE
PALM BAY FL 32909-0000

SAMPLE, NED G
9100 SINGLE OAK DR SPC 49
LAKESIDE CA 92040-0000

SARALAND LLC
1663 GEORGIA ST NE STE 200
PALM BAY FL 32907-0000

SARALAND LLC
1663 GEORGIA ST NE
PALM BAY FL 32905-0000

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Page7

SARTORI, JAMES
3100 N RIVERSIDE DR
INDIALANTIC FL 32903-0000

SAULOG, PEDRO M
SAULOG, ISABELITA M H/W
502 SCHROEDER DRIVE
SALEM IL 62881-0000

SAULOG, TEOFILO M
SAULOG, GLORIA E H/W
119 STURBRIDGE DRIVE
PISCATAWAY NJ 08854-0000

SCAGLIONE, WILLA L ESTATE
301 CHAMBERS BLVD
SWANSEA IL 62226-0000

SCHOOL BOARD OF BREVARD COUNTY FL
2700 ST JOHNS ST
MELBOURNE FL 32940-6699

SCHUBERT, EARL THOMAS
SCHUBERT, CLARA FRANCES H/W
1040 JONQUIL STREET
LAKE PLACID FL 33852-5100

SHROUDER, JAMES J
3570 LA SALLE AOE
ST CLOUD FL 34772-0000

SHUM, YUAN CHE
P O BOX 3580
SANTA MONICA CA 90408-0000

SILOY, DANIEL PHILLIP
SILOY, IRENE L
447 WOODRIDGE CIRCLE
BEREA OH 44017-0000

SIMPSON, DONNA ODOM
SIMPSON, PHILLIP QUENTES H/W
486 WARWICK ST SE
PALM BAY FL 32909-0000

SKERRET, FLORIDALMA
17319 GRAND CENTRAL PKWY
JAMAICA NY 11432-1316

SLACK, WILLIAM D
13068 -157 COURT N
JUPITER FL 33478-0000

SOUCY, RICHARD P
211 SIXTH AVE
MELBOURNE BCH FL 32951-0000

SOUCY, RICHARD P
SOUCY, JEANETTE L H/W
211 SIXTH AVE
MELBOURNE BCH FL 32951-0000

STENT, KEITH D
STENT, JANINE H/W
ALTENBERG CASTLEGATE
PULBOROUGH W SUSSEX RH20 2NJ
UNITED KINGDOM 00000-0000

TAYLOR, CINDY LOUISE
3280 WALLACE AVENUE SE
PALM BAY FL 32909-0000

TEASDALE, ADRIAN LEROY L
4693 KINGS HIGHWAY 31
GLOUCESTER ON K1T 3W7
CANADA 00000-0000

TELLEZ, MALUISA M
45 DELAWARE RD
YONKERS NY 10710-0000

THOMAS, SHARON V
411 DI LIDO ST NE
PALM BAY FL 32907-0000

TYNDALL, SYBILANN
3289 WALLACE AVE SE
PALM BAY FL 32909-0000

VG COMMUNITY LLC
1838 2ND AVE STE 360
NEW YORK NY 10128-0000

WATERSTONE FARMS LLC
235 WEST DRIVE
MELBOURNE FL 32904-0000

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Page8

WEAVER, MATTHEW ALLEN
READWAY, JENNIFER ANN
883 HEMLOCK STREET SE
PALM BAY FL 32909-0000

WEINMAN, DAVID J
4040 NE 12TH AVENUE
POMPANO BEACH FL 33064-0000

WILLIAMS, BETSY L
7801 DERICKSON NE
ALBUQUERQUE NM 87109-0000

WILLOWBROOK COAL CO
3100 N RIVERSIDE DR
INDIALANTIC FL 32903-0000

WILLOWBROOK FARMS
3100 N RIVERSIDE DR
INDIALANTIC FL 32903-0000

WINGFIELD, WILLIAM J
1240 NW 100TH WAY
PLANTATION FL 33322-0000

WOOD, MICHAEL D
612 HENLOCK ST SE
PALM BAY FL 32909-0000

WORLD O WORLD CORPORATION
1531 SE PORT ST LUCIE BLVD
PORT ST LUCIE FL 34952-0000

WRIGHT, HAROLD M ESTATE
P O BOX 16194
WEST HAVEN CT 06516-6194

WRIGHT, LYNDEL G
5233 NW 27TH STREET
MARGATE FL 33063-0000

YORK-MONESTERE, DONNA
4702 BLOCK HOUSE LANE
HOLLYWOOD SC 29449-0000

YOUNGBLOOD, DONNIE
YOUNGBLOOD, MAUVOR E H/W
1820 NW 36 TERRACE
FORT LAUDERDALE FL 33311-0000

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OWNER1|OWNER2|MAIL1|MAIL2|CITY_STATE_ZIP5_ZIP4
bernalbse500|Page1| | |
BERNAL, Julie|BSE Consultants, Inc.|312 S. Harbor City Blvd., Suite 4|Melbourne, FL  32901|
 ||  ||    00000-0000
 ||  ||    00000-0000
ABRAMOVICH, NINA|ABRAMOVICH, EFIM|1 POST COURT| |NEW CITY NY 10956-0000
ADAMS, INA E|ADAMS, KENNETH H/W|690 HENLOCK ST SE| |PALM BAY FL 32909-7564
ADDINGTON, ERIC W| |28 W POINT DRIVE| |COCOA BCH FL 32931-0000
AGUIAR, ARTHUR M|AGUIAR, MARIA H/W|130 MYRICK STREET| |BERKLEY MA 02779-0000
AGUIAR, ARTHUR M|AGUIAR, MARIA H/W|130 MYRICK STREET| |BERKLEY MA 02779-0000
ALEXANDER, LUCILLE MARIA| |813 HAMPCHESSER RD| |FOLKSTON GA 31537-0000
AMBROSE, VADNE|AMBROSE, DAVID A|936 WALDEN BLVD SE| |PALM BAY FL 32909-0000
AMOS, CALVIN E|AMOS, SHERRY R H/W|1165 TUCKAWAY DR| |ROCKLEDGE FL 32955-0000
ARNOLD, KELLIE|BUTLER, CHARLES|113 STILLHOUSE ROAD| |HENDERSONVILLE TN 37075-0000
ARSENAULT, CHRISTIAN J| |3290 SLAMA AVENUE SE| |PALM BAY FL 32909-0000
BALSLEY, GORDON E| |  P O BOX 566| |CLYDE NC 28721-0568
BEJA, LEON BOTTON|DE BOTTON, IRMA BEJA|  FUENTE GRANDE NO 5|TECAMACHALCO|MEXICO 10 D F   00000-0000
BENITEZ, ANGEL F|BENITEZ, FERNANDO|2721 N PINE ISLAND RD #310| |FT LAUDERDALE FL 33322-0000
BLAIR, HUGH C|BLAIR, BICH LORN H/W|201 LAKEN DR| |W PALM BEACH FL 33409-0000
BLOOMFIELD, SANSALVADORE|BLOOMFIELD, DENA H/W|3286 LOWRY BLVD SE| |PALM BAY FL 32909-8200
BLOOMFIELD, SANSALVADORE|BLOOMFIELD, DENA H/W|3286 LOWRY BLVD SE| |PALM BAY FL 32909-0000
BOENZLE, ARTHUR G TRUSTEE|BOENZLE, EDITH L TRUSTEE|12 COPPER TRAIL CT| |ST CHARLES MO 63301-0000
BOLANOS, ANGEL|GALLO, ANA M H/W|11873 NW 2ND STREET| |CORAL SPRINGS FL 33071-0000
BORUCH-DAVID LLC| |  P O BOX 411389| |MELBOURNE FL 32941-1389
BREVARD COUNTY| |700 PARK AVENUE S| |TITUSVILLE FL 32780-0000
BROWN, GLEN-ROY|MILLS, CORDELLA|5910 NW 15 COURT| |SUNRISE FL 33313-0000
BROWN, GLEN-ROY|MILLS, CORDELLA|5910 NW 15 COURT| |SUNRISE FL 33313-0000
BUIGUES, ROBERTO JR| |16894 NW 70 AVE| |MIAMI FL 33015-0000
BUTLER, CHARLES R|ARNOLD, KELLIE S H/W|113 STILLHOUSE RD| |HENDERSONVILLE TN 37075-0000
CARLSON, PAUL D|CARLSON, SANDRA L H/W|2912 E 1529TH RD| |OTTAWA IL 61350-0000
CLAPP, THOMAS MC CONNELL III| |350 WARWICK ST SE| |PALM BAY FL 32909-0000
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CLARK, JOELLE A| |3296 TERKELSON AVE SE| |PALM BAY FL 32909-0000
CONDELL, VALENTINE| |3387 TOLEDO AVE SW| |PALM BAY FL 32908-0000
COOPER, CHASITY L| |826 BROOKFIELD ST SE| |PALM BAY FL 32909-0000
COTTON, THOMAS R|COTTON, TERESA E TRUSTEES|836 HUNTINGTON RD| |KANSAS CITY MO 64113-0000
CRESPI, DAVID| |6465 FLORIDANA AVENUE| |MELBOURNE BCH FL 32951-3840
CSA STRATEGIES LLC| |1980 WINDBROOK DRIVE SE| |PALM BAY FL 32909-0000
DACOSTA, VALRIE A|DACOSTA, ROY H/W|3106 WINCHESTER AVE SE| |PALM BAY FL 32909-0000
DALY, PAUL| |  P O BOX 321395| |COCOA BCH FL 32932-1395
DANGEL, SANDRA J| |916 YEW STREET| |BAREFOOT BAY FL 32976-0000
DARLING, IVY| |102 CABOT AVENUE| |ELMSFORD NY 10523-0000
DAVIDSON, ROBERT A| |153 TIMBER TRAILS LANE| |MOCKSVILLE NC 27028-5670
DAVIS, KEVIN E| |381 WARWICK ST SE| |PALM BAY FL 32909-0000
DAVIS, LINDA| |235 S BEACH BLVD SPC #18| |ANAHEIM CA 92804-0000
DAVIS, ROBERT A JR|DAVIS, CANDY A H/W|254 WARWICK STREET SE| |PALM BAY FL 32909-0000
DE MELLO, RONALD| |1425 CIMMARON LANE| |GOOSE CREEK SC 29445-0000
DENNEY, ROBERT|DENNEY, CATHERINE H/W|3298 LOWRY BLVD SE| |PALM BAY FL 32909-0000
DESIR, MARIE LOURDES| |10363 KRISTEN PARK DR| |ORLANDO FL 32823-0000
DOMENECH, RAFAEL A| |56 -33 CATARATA ST| |SAN JUAN PR 00926-0000
DOURMAP, JEAN-MARC| |  P O BOX 7216| |PORT ST LUCIE FL 34985-7216
DUNAGAN, FRANK H| |3221 S ATLANTIC AVE #603| |COCOA BCH FL 32931-0000
ECKLAR, JAMES O| |298 WARWICK ST SE| |PALM BAY FL 32909-0000
EISENHOWER PROPERTIES LP| |  P O BOX 2308| |SAVANNAH GA 31402-0000
ESPOSITO, PAMELA| |2239 SHOMA DR| |ROYAL PALM BCH FL 33414-0000
ETGHAYI, FAROKH| |  P O BOX 910| |SAN GERMAN PR 00683-0000
FARNES, WARREN| |2126 RESERVOIR ST| |LOS ANGELES CA 90026-0000
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FERNANDEZ, NELSON| |11040 SW 59 TERR| |MIAMI FL 33173-0000
FIGUEROA, MIGUEL A| |281 AVENUE C APT#MA| |NEW YORK NY 10009-0000
FIVE STAR INVESTMENT COMPANY LLC| |511 SW PORT SAINT LUCIE BLVD| |PORT ST LUCIE FL 34953-0000
FLAMINIANO, GERMAN O|FLAMINIANO, LUCITA R H/W|70 NICKLAUS DRIVE|AURORA, ONTARIO L4G 0C8|CANADA 00000-0000
bernalbse500|Page3| | |
FLAMM, RICHARD A|FLAMM, TERESA R H/W|9202 FLAMM'S PLACE| |PALM BAY FL 32909-0000
FLAMM, RICHARD A|FLAMM, TERESA R H/W|9202 FLAMM'S PLACE| |PALM BAY FL 32909-0000
FULLER, EVERTON G| |17 PERSHING STREET| |HARTFORD CT 06112-0000
FYFFE, CALICE M| |3290 WEYBURN AVE SE| |PALM BAY FL 32909-0000
GALLAND, VIOLAINE| |166 W 75TH STREET APT 1214| |NEW YORK NY 10023-0000
GENILLOUD, FRANCIS|GENILLOUD, PAUL ET AL| INPASSE DU CHENE 5|CH 1740 NEYRUZ|SCHWITZERLAND 00000-0000
GLIWA, ERLINDA T|GLIWA, DAVID R|6121 N ATLANTIC AVE #106| |CAPE CANAVERAL FL 32920-3908
GONZALEZ, SUHEIL| |3294 HALL ROAD SE| |PALM BAY FL 32909-0000
GORIN, MARGARITA M| |3299 HALACKA AVENUE SE| |PALM BAY FL 32909-0000
GRANCARA, ZAIRA| | VIA C BATTISTI 56|36050 QUINTO VICENTINO (VI)|ITALY 00000-0000
GRAY, JASON D|GRAY, VALESKA A H/W|440 SE 4TH STREET| |DEERFIELD BCH FL 33441-0000
GREENWALD, JODI ANN| |8108 NW 100TH TERRACE| |TAMARAC FL 33321-0000
GUENNO, STEPHANE| |22 RUE DU CHAMP DE L'ORME|33000 RENNES|FRANCE 00000-0000
GVL COMMUNITY LLC| |1838 2ND AVE STE 350| |NEW YORK NY 10128-0000
HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909-0000
HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909-0000
HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 SE BROOKFIELD ST| |PALM BAY FL 32907-0000
HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 BROOKFIELD ST SE| |PALM BAY FL 32909-0000
HAYES, PHILIP J|HAYES, SHANNON L H/W|2320 STONEBRIDGE DR| |ROCKLEDGE FL 32955-0000
HESTER, ANDREA| |3299 HEWITT AVE SE| |PALM BAY FL 32909-0000
HIBBERT, ANGELLA| |705 DELLROSE TRACE| |MC DONOUGH GA 30253-8786
HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130-0000
HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130-0000
HOLLOMAN, EARL U|HOLLOMAN, JUANITA H/W|23511 BELMAR DR| |LAGUNA NIGUEL CA 92677-0000
HOMSI, EVELYNE W| | TIKMERSLALT 34|43346 PARTILLE|SWEDEN 00000-0000
HONG, TALHUI|HONG, OK JA H/W|1292 ALLENTOWN RD APT #2108| |LANSDALE PA 19446-0000
INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804-0000
INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804-0000
INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804-0000
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ISIDORE, MARIE MAUDE| |2886 NW 94TH AVE| |CORAL SPRINGS FL 33065-0000
ITAM GROUP INC| |63 S OAK AVENUE| |FORDS NJ 08863-0000
JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441-0000
JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441-0000
JONES, CHARLOTTE|JONES, ARNOLD LEWIS|321 WARWICK ST SE| |PALM BAY FL 32909-0000
JORQUERA, VIVIANO| |43 CONTINENTAL PLACE| |GLEN COVE NY 11542-0000
KELLEY, JOHN H|KELLEY, RAYMONA A H/W|3297 TRAINFO AVENUE SE| |PALM BAY FL 32909-0000
KERR, NEVILLE B|KERR, ESMERALDA H/W|5282 REDWOOD PLACE| |PLANTATION FL 33317-0000
KIM, MARVIN H| |1733 S 10TH AVE| |ARCADIA CA 91006-0000
KRACK, PETER H|KRACK, MARGARET ANNE H/W|33 CARRIAGE HOUSE DR| |DANBURY CT 06810-0000
KWOK, KEN C| | NO 6 8/FLOOR TAI HANG RD| |HONG KONG 00000-0000
KWOK, KEN C| | NO 6 8/FLOOR TAI HANG RD| |HONG KONG 00000-0000
LAM, KELLY LIANG| |22465 SW 61ST WAY APT #D141| |BOCA RATON FL 33428-0000
LAM, LONG T|LAM, ANH N PHAN H/W|11910 PORTOFINO RD| |HOUSTON TX 77082-0000
LFMO INVESTMENTS INC| |3765 PEACOCK DRIVE| |W MELBOURNE FL 32904-0000
LIM, MYRNA| |5890 CRESCENT RIDGE DR| |SEVEN HILLS OH 44131-2437
LISANTI, MARIO|LISANTI, SHARAL H/W|2762 CARAMBOLA CIR S| |COCONUT CREEK FL 33066-0000
LOISEAU, MARIE F|DUPUY, DUVAL H/W|259 -44 147TH RD| |ROSEDALE NY 11422-0000
LONGO, ANTONIO M| |4014 FORT WORTH AVE| |ALEXANDRIA VA 22304-0000
MAC WILLIE, STEPHEN S|MAC WILLIE, PHILLIS F H/W|407 JANICE ST| |ENTERPRISE AL 36330-0000
MADDEN, DANIEL| |594 WARRICK ST SE| |PALM BAY FL 32909-0000
MADDEN, DANIEL P| |594 WARWICK STREET SE| |PALM BAY FL 32909-0000

MANGUBA, ALICIA DORAN| |1992 MERLIN RD| |PHILADELPHIA PA 19116-0000
MARTIN, ROBERT| |406 WARWICK ST SE| |PALM BAY FL 32909-0000
MC KEE, DOROTHY A ESTATE|MC KEE, PAUL S|41650 RCR 46| |STEAMBOAT SPRINGS CO 80487-0000
MEAD, VIRGIL E|MEAD, MARCIA A H/W| P O BOX 5185| |GODFREY IL 62035-0000
MESHAKA, ABRAHAM E|MESHAKA, DOLLY H/W|18575 SW 42 STREET| |MIRAMAR FL 33029-0000
MICHAELS, DENISE J| |776 BROOKFIELD ST SE| |PALM BAY FL 32909-7503
MIRANDA, LENNI LONGO| |86 CERVANTES STREET 5-A| |SAN JUAN PR 00907-0000
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MIRAVALLE, JUSTIN D| |3294 WESTMORE RD SE| |PALM BAY FL 32909-0000
MOALLEM, DAVID|MOALLEM, JOAN P TRUSTEES|1663 GEORGIA STREET NE STE 200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOLINA, GIL JR|STRUBLE, VALERIE|120 WARWICK ST SE| |PALM BAY FL 32909-0000
MONTANEZ, BRUCE| |1072 HAILEY ST| |MELBOURNE FL 32904-0000
MORGAN, KELBY D| |108 LAGOON ST SW| |PALM BAY FL 32908-0000
MPX LAND COMPANY| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MPX LAND COMPANY| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MPX LAND COMPANY| |1663 GEORGIA STREET NE| |PALM BAY FL 32907-0000
NSIP PROPERTIES LLC| |12007 CORSICA LANE| |NORTH PORT FL 34287-0000
NATHANSON, SCOTT| |705 ALASKA AVE NE| |PALM BAY FL 32907-0000
NEBRES, RODOLFO D|NEBRES, DOLORES T H/W|42 EDGEMONT RD| |EDISON NJ 08817-0000
NEBRES, RODOLFO D|NEBRES, DOLORES T H/W|42 EDGEMONT RD| |EDISON NJ 08817-0000
NEDD, LORETTA| |1385 LAFAYETTE SQ| |MC DONOUGH GA 30252-6808
NEDD, LORETTA| |1385 LAFAYETTE SQ| |MC DONOUGH GA 30252-6808
NICHOLOFF, BORIS| |235 S BEACH BLVD #18| |ANAHEIM CA 92804-0000
NOVA STAR INVESTMENTS INC| |12112 NW 53RD ST| |CORAL SPRINGS FL 33076-0000
O'BRIEN, ROSE M| |80 NE 26TH ST| |WILTON MANORS FL 33305-1028
O'HARA, JOHN| | MIDWAY HOME ESTATES|160 MT PLEASANT RD #16|NEWTOWN CT 06470-0000
OCFEMIA, THOMAS| |4401 KRAFT ST #1| |STUDIO CITY CA 91602-0000
OCHOA, JUAN CARLOS GONZALEZ| |3272 TERKELSON AVE SE| |PALM BAY FL 32909-0000
ODIES, DULIA| |8 COLLEEN DR| |BROCKTON MA 02301-0000
PALM BAY, CITY OF| |120 MALABAR RD SE| |PALM BAY FL 32909-0000
PAOLI HOMES LLC| | P O BOX 101353| |PALM BAY FL 32910-1353
PASCUA, NIEVES CUSTODIO| |230 CHISHOLM AVE|TORONTO ON M4C 4W4|CANADA 00000-0000
PASCUA, NIEVES CUSTODIO| |230 CHISHOLM AVE|TORONTO ON M4C 4W4|CANADA 00000-0000
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PATEL, CHETAN R|PATEL, MANISHA C|307 MCKINLEY AVE| |EDISON NJ 08820-0000
PAYNE, DAVID LANCE|COWART, DENNIS G ET AL|3288 WALLACE AVE SE| |PALM BAY FL 32909-0000
PEREZ, LILLIAN| |1901 NE 41ST ST| |OAKLAND PARK FL 33308-0000
PIERRE, BERNARD| |8020 NW 21ST CT| |SUNRISE FL 33322-0000
POLLACK, LANCE| |3298 HAINSWORTH AVE SE| |PALM BAY FL 32909-0000
PRATT, WENDELL|PRATT, HA H/W|934 LEMONGRASS LANE| |WELLINGTON FL 33414-0000
PURCELL, MARK W| |3261 TRAINFO AVE SE| |PALM BAY FL 32909-0000
REYNOLDS, HOWARD|REYNOLDS, ANDREA H/W|9517 OSPREY ISLES BLVD| |PALM BEACH GARDENS FL 33412-0000
RICE, MICHAEL W|RICE, KAORU A H/W|8565 BOCA GLADES BLVD W #E| |BOCA RATON FL 33434-0000
RICHARDSON, D J| |3380 CHESTNUT CREEK DR| |MARIETTA GA 30062-0000
ROBERSON, SEAN|ROBERSON, JENNIFER H/W|1041 PANDORA RD SE| |PALM BAY FL 32909-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT DRIVE| |VERO BCH FL 32960-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
ROLLING MEADOW RANCH INC| |3060 AIRPORT DRIVE| |VERO BCH FL 32960-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT DRIVE| |VERO BCH FL 32960-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
RYAN, MICHAEL V| |684 VOCELLE AVE| |SEBASTIAN FL 32958-0000

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SALEM, CLAIRE G|  |  TIMMERSLALT 34|43345 PARTILLE|SWEDEN   00000-0000
SALOMONE, VICKI J  |2312 ANGEL RD SE|  |PALM BAY FL 32909-0000
SALOMONE, VICKI J  |2312 ANGEL RD SE|  |PALM BAY FL 32909-0000
SAMPLE, NED G|  |9100 SINGLE OAK DR SPC 49|  |LAKESIDE CA 92040-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE|  |PALM BAY FL 32905-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
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SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARTORI, JAMES|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
SAULOG, PEDRO M|SAULOG, ISABELITA M H/W|502 SCHROEDER DRIVE|  |SALEM IL 62881-0000
SAULOG, TEOFILO M|SAULOG, GLORIA E H/W|119 STURBRIDGE DRIVE|  |PISCATAWAY NJ 08854-0000
SAULOG, TEOFILO M|SAULOG, GLORIA E H/W|119 STURBRIDGE DRIVE|  |PISCATAWAY NJ 08854-0000
SCAGLIONE, WILLA L ESTATE|  |301 CHAMBERS BLVD|  |SWANSEA IL 62226-0000
SCHOOL BOARD OF BREVARD COUNTY FL|  |2700 ST JOHNS ST|  |MELBOURNE FL 32940-6699
SCHOOL BOARD OF BREVARD COUNTY FL|  |2700 ST JOHNS ST|  |MELBOURNE FL 32940-6699
SCHOOL BOARD OF BREVARD COUNTY FL|  |2700 ST JOHNS ST|  |MELBOURNE FL 32940-6699
SCHUBERT, EARL THOMAS|SCHUBERT, CLARA FRANCES H/W|1040 JONQUIL STREET|  |LAKE PLACID FL 33852-5100
SHROUDER, JAMES J|  |3570 LA SALLE AOE|  |ST CLOUD FL 34772-0000
SHUM, YUAN CHE|  |  P O BOX 3580|  |SANTA MONICA CA 90408-0000
SILOY, DANIEL PHILLIP|SILOY, IRENE L|447 WOODRIDGE CIRCLE|  |BEREA OH 44017-0000
SIMPSON, DONNA ODOM|SIMPSON, PHILLIP QUENTES H/W|486 WARWICK ST SE|  |PALM BAY FL 32909-0000
SKERRET, FLORIDALMA|  |17319 GRAND CENTRAL PKWY|  |JAMAICA NY 11432-1316
SLACK, WILLIAM D|  |13068 -157 COURT N|  |JUPITER FL 33478-0000
SOUCY, RICHARD P|  |211 SIXTH AVE|  |MELBOURNE BCH FL 32951-0000
SOUCY, RICHARD P|SOUCY, JEANETTE L H/W|211 SIXTH AVE|  |MELBOURNE BCH FL 32951-0000
STENT, KEITH D|STENT, JANINE H/W|  ALTENBERG CASTLEGATE|PULBOROUGH W SUSSEX RH20 2NJ|UNITED KINGDOM   00000-0000
TAYLOR, CINDY LOUISE|  |3280 WALLACE AVENUE SE|  |PALM BAY FL 32909-0000
TEASDALE, ADRIAN LEROY L|  |4693 KINGS HIGHWAY 31|GLOUCESTER ON  K1T 3W7|CANADA   00000-0000
TELLEZ, MALUISA M|  |45 DELAWARE RD|  |YONKERS NY 10710-0000
THOMAS, SHARON V|  |411 DI LIDO ST NE|  |PALM BAY FL 32907-0000
TYNDALL, SYBIL ANN|  |3289 WALLACE AVE SE|  |PALM BAY FL 32909-0000
VG COMMUNITY LLC|  |1838 2ND AVE STE 350|  |NEW YORK NY 10128-0000
WATERSTONE FARMS LLC|  |235 WEST DRIVE|  |MELBOURNE FL 32904-0000
WATERSTONE FARMS LLC|  |235 WEST DRIVE|  |MELBOURNE FL 32904-0000
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WATERSTONE FARMS LLC|  |235 WEST DRIVE|  |MELBOURNE FL 32904-0000
WEAVER, MATTHEW ALLEN|TREADWAY, JENNIFER ANN|683 HEMLOCK STREET SE|  |PALM BAY FL 32909-0000
WEINMAN, DAVID J|  |4040 NE 12TH AVENUE|  |POMPANO BEACH FL 33064-0000
WILLIAMS, BETSY L|  |7801 DERICKSON NE|  |ALBUQUERQUE NM 87109-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
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WILLOWBROOK FARMS|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WINGFIELD, WILLIAM J|  |1240 NW 100TH WAY|  |PLANTATION FL 33322-0000
WINGFIELD, WILLIAM J|  |1240 NW 100TH WAY|  |PLANTATION FL 33322-0000
WOOD, MICHAEL D|  |612 HENLOCK ST SE|  |PALM BAY FL 32909-0000
WORLD O WORLD CORPORATION|  |1531 SE PORT ST LUCIE BLVD|  |PORT ST LUCIE FL 34952-0000
WRIGHT, HAROLD M ESTATE|  |  P O BOX 16194|  |WEST HAVEN CT 06516-6194
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WRIGHT, HAROLD N ESTATE| | P O BOX 16194| |WEST HAVEN CT 06516-6194
WRIGHT, LYNDEL G| |5233 NW 27TH STREET| |MARGATE FL 33063-0000
YORK-KONESTERE, DONNA| |4702 BLOCK HOUSE LANE| |HOLLYWOOD SC 29449-0000
YOUNGBLOOD, DONNIE|YOUNGBLOOD, MAUVOR E H/W|1820 NW 36 TERRACE| |FORT LAUDERDALE FL 33311-0000

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BUFF_ID	TAXID	PARCELID	OWNER1	OWNER2	MAIL1	MAIL2	CITY_STATE_ZIP5_ZIP4	
0	2947481						0 0	
1	0						0 0	
2	2946612	29	3731GV	1257.	39.	ABRAMOVICH, NINA	ABRAMOVICH, EFIM	1 POST COURT	NEW CITY NY 10956 0
3	2949578	29	3732GU	1200.	11.	ADAMS, INA E	ADAMS, KENNETH H/W	690 HEMLOCK ST SE	PALM BAY FL 32909 7564
4	2946608	29	3731GV	1257.	35.	ADDINGTON, ERIC W		28 W POINT DRIVE	COCOA BCH FL 32931 0
5	2946908	29	3731GV	1268.	13.	AGUIAR, ARTHUR M	AGUIAR, MARIA H/W	130 MYRICK STREET	BERKLEY MA 2779 0
6	2946907	29	3731GV	1268.	12.	AGUIAR, ARTHUR M	AGUIAR, MARIA H/W	130 MYRICK STREET	BERKLEY MA 2779 0
7	2947058	29	3731GV	1274.	31.	ALEXANDER, LUCILLE MARIA		813 HAMPCHESSER RD	FOLKSTON GA 31537 0
8	2946845	29	3731GV	1265.	13.	AMBROSE, VADNE	AMBROSE, DAVID A	936 WALDEN BLVD SE	PALM BAY FL 32909 0
9	2947452	29	3731GV	1290.	14.	AMOS, CALVIN E	AMOS, SHERRY R H/W	1165 TUCKAWAY DR	ROCKLEDGE FL 32955 0
10	2949904	29	3732GU	1212.	13.	ARNOLD, KELLIE	BUTLER, CHARLES	113 STILLHOUSE ROAD	HENDERSONVILLE TN 37075 0
11	2949530	29	3732GU	1198.	15.	ARSENAULT, CHRISTIAN J		3290 SLAMA AVENUE SE	PALM BAY FL 32909 0
12	2949570	29	3732GU	1200.	3.	BALSLEY, GORDON E		P O BOX 568	CLYDE NC 28721 568
13	2949527	29	3732GU	1198.	12.	BEJA, LEON BOTTON	DE BOTTON, IRMA BEJA	FUENTE GRANDE NO 5	TECAMACHALCO	MEXICO 10 D F 0 0
14	2920760	29	3636KJ	1396.	13.	BENITEZ, ANGEL F	BENITEZ, FERNANDO	2721 N PINE ISLAND RD #310	FT LAUDERDALE FL 33322 0
15	2947123	29	3731GV	1278.	15.	BLAIR, HUGH C	BLAIR, BICH LORN H/W	201 LAKEN DR	W PALM BEACH FL 33409 0
16	2947029	29	3731GV	1274.	2.	BLOOMFIELD, SANSALVADORE	BLOOMFIELD, DENA H/W	3286 LOWRY BLVD SE	PALM BAY FL 32909 8200
17	2947030	29	3731GV	1274.	3.	BLOOMFIELD, SANSALVADORE	BLOOMFIELD, DENA H/W	3286 LOWRY BLVD SE	PALM BAY FL 32909 0
18	2946595	29	3731GV	1257.	22.	BOENZLE, ARTHUR G TRUSTEE	BOENZLE, EDITH L TRUSTEE	12 COPPER TRAIL CT	ST CHARLES MO 63301 0
19	2949500	29	3732GU	1197.	11.	BOLANOS, ANGEL	GALLO, ANA M H/W	11873 NW 2ND STREET	CORAL SPRINGS FL 33071 0
20	3000277	30	3708HF	500.	.	BORUCH-DAVID LLC		P O BOX 411389	MELBOURNE FL 32941 1389
21	3010236	30	370801	.	3.01	BREVARD COUNTY		700 PARK AVENUE S	TITUSVILLE FL 32780 0
22	2946926	29	3731GV	1269.	10.	BROWN, GLEN-ROY	MILLS, CORDELLA	5910 NW 15 COURT	SUNRISE FL 33313 0
23	2946927	29	3731GV	1269.	11.	BROWN, GLEN-ROY	MILLS, CORDELLA	5910 NW 15 COURT	SUNRISE FL 33313 0
24	2949651	29	3732GU	1203.	19.	BUIGUES, ROBERTO JR		16894 NW 70 AVE	MIAMI FL 33015 0
25	2949903	29	3732GU	1212.	12.	BUTLER, CHARLES R	ARNOLD, KELLIE S H/W	113 STILLHOUSE RD	HENDERSONVILLE TN 37075 0
26	2949557	29	3732GU	1199.	16.	CARLSON, PAUL D	CARLSON, SANDRA L H/W	2912 E 1529TH RD	OTTAWA IL 61350 0
27	2946624	29	3731GV	1257.	51.	CLAPP, THOMAS MC CONNELL III		350 WARWICK ST SE	PALM BAY FL 32909 0
28	2949905	29	3732GU	1212.	14.	CLARK, JOELLE A		3296 TERKELSON AVE SE	PALM BAY FL 32909 0
29	2920764	29	3636KJ	1396.	17.	CONDELL, VALENTINE		3387 TOLEDO AVE SW	PALM BAY FL 32908 0
30	2949950	29	3732GU	1213.	33.	COOPER, CHASITY L		826 BROOKFIELD ST SE	PALM BAY FL 32909 0
31	2946622	29	3731GV	1257.	49.	COTTON, THOMAS R	COTTON, TERESA E TRUSTEES	836 HUNTINGTON RD	KANSAS CITY MO 64113 0
32	3000234	30	3707MF	A.	131.	CRESPI, DAVID	6465 FLORIDANA AVENUE	MELBOURNE BCH FL 32951 3840
33	2949626	29	3732GU	1202.	16.	CSA STRATEGIES LLC	1980 WINDBROOK DRIVE SE	PALM BAY FL 32909 0
34	2946886	29	3731GV	1267.	12.	DACOSTA, VALRIE A	DACOSTA, ROY H/W	3106 WINCHESTER AVE SE	PALM BAY FL 32909 0
35	2949938	29	3732GU	1213.	21.	DALY, PAUL	P O BOX 321395	COCOA BCH FL 32932 1395
36	2947037	29	3731GV	1274.	10.	DANGEL, SANDRA J	916 YEW STREET	BAREFOOT BAY FL 32976 0
37	2920763	29	3636KJ	1396.	16.	DARLING, IVY	102 CABOT AVENUE	ELMSFORD NY 10523 0
38	2947420	29	3731GV	1289.	3.	DAVIDSON, ROBERT A	153 TIMBER TRAILS LANE	MOCKSVILLE NC 27028 5670
39	2946933	29	3731GV	1269.	17.	DAVIS, KEVIN E	381 WARWICK ST SE	PALM BAY FL 32909 0
40	2946629	29	3731GV	1257.	56.	DAVIS, LINDA	235 S BEACH BLVD SPC #18	ANAHEIM CA 92804 0
41	2946613	29	3731GV	1257.	40.	DAVIS, ROBERT A JR	DAVIS, CANDY A H/W	254 MARWICK STREET SE	PALM BAY FL 32909 0
42	2949936	29	3732GU	1213.	19.	DE MELLO, RONALD	1425 CINNAMON LANE	GOOSE CREEK SC 29445 0
43	2947028	29	3731GV	1274.	1.	DENNEY, ROBERT	DENNEY, CATHERINE H/W	3298 LOWRY BLVD SE	PALM BAY FL 32909 0
44	3000245	30	3707MF	A.	142.	DESIR, MARIE LOURDES	10363 KRISTEN PARK DR	ORLANDO FL 32823 0
45	2947074	29	3731GV	1275.	15.	DOMENECH, RAFAEL A	56 -33 CATARATA ST	SAN JUAN PR 926 0
46	2949954	29	3732GU	1213.	37.	DOURMAP, JEAN-MARC	P O BOX 7216	PORT ST LUCIE FL 34985 7216
47	3010509	30	3708HF	6.	.	DUNAGAN, FRANK H	3221 S ATLANTIC AVE #603	COCOA BCH FL 32931 0
48	2946618	29	3731GV	1257.	45.	ECKLAR, JAMES O	298 WARWICK ST SE	PALM BAY FL 32909 0
49	2949879	29	3732GU	1211.	14.	EISENHOWER PROPERTIES LP	P O BOX 2308	SAVANNAH GA 31402 0
50	2947100	29	3731GV	1277.	10.	ESPOSITO, PAMELA	2239 SHONA DR	ROYAL PALM BCH FL 33414 0
51	2946614	29	3731GV	1257.	41.	ETGHAYI, FAROKH	P O BOX 910	SAN GERMAN PR 683 0
52	2947052	29	3731GV	1274.	25.	FARNES, WARREN	2126 RESERVOIR ST	LOS ANGELES CA 90026 0
53	2947480	29	3731GV	1291.	14.	FERNANDEZ, NELSON	11040 SW 59 TERR	MIAMI FL 33173 0
54	2947155	29	3731GV	1279.	19.	FIGUEROA, MIGUEL A	281 AVENUE C APT#MA	NEW YORK NY 10009 0
55	2947038	29	3731GV	1274.	11.	FIVE STAR INVESTMENT COMPANY LLC	511 SW PORT SAINT LUCIE BLVD	PORT ST LUCIE FL 34953 0
56	2947050	29	3731GV	1274.	23.	FLAMINIANO, GERMAN O	FLAMINIANO, LUCITA R H/W	70 NICKLAUS DRIVE	AURORA, ONTARIO L4G 0C8	CANADA 0 0
57	3000272	30	3708HF	1.	.	FLAMM, RICHARD A	FLAMM, TERESA R H/W	9202 FLAMM'S PLACE	PALM BAY FL 32909 0
58	3000282	30	370801	.	4.	FLAMM, RICHARD A	FLAMM, TERESA R H/W	9202 FLAMM'S PLACE	PALM BAY FL 32909 0
59	2947042	29	3731GV	1274.	15.	FULLER, EVERTON G		17 PERSHING STREET	HARTFORD CT 6112 0

Appendix

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60|2949556|29 3732GU 1199.   15.|FYFFE, CALICE M| |3290 WEYBURN AVE SE| |PALM BAY FL 32909 0
61|2946626|29 3731GV 1257.   53.|GALLAND, VIOLAINE| |166 W 75TH STREET APT 1214| |NEW YORK NY 10023 0
62|2949569|29 3732GU 1200.    2.|GENILLOUD, FRANCIS|GENILLOUD, PAUL ET AL| IMPASSE DU CHENE 5|CH 1740 NEYRUZ|SCHWITZERLAND  0 0
63|2946887|29 3731GV 1267.   13.|GLIWA, ERLINDA T|GLIWA, DAVID R|6121 N ATLANTIC AVE #106| |CAPE CANAVERAL FL 32920 3908
64|2947156|29 3731GV 1279.   20.|GONZALEZ, SUHEIL| |3294 HALL ROAD SE| |PALM BAY FL 32909 0
65|2947122|29 3731GV 1278.   14.|GORIN, MARGARITA M| |3299 HALACKA AVENUE SE| |PALM BAY FL 32909 0
66|2949526|29 3732GU 1198.   11.|GRANCARA, ZAIRA| | VIA C BATTISTI 56|36050 QUINTO VICENTINO (VI)|ITALY  0 0
67|2946623|29 3731GV 1257.   50.|GRAY, JASON D|GRAY, VALESKA A H/W|440 SE 4TH STREET| |DEERFIELD BCH FL 33441 0
68|2949502|29 3732GU 1197.   13.|GREENWALD, JODI ANN| |8108 NW 100TH TERRACE| |TAMARAC FL 33321 0
69|2949937|29 3732GU 1213.   20.|GUENNO, STEPHANE| |22 RUE DU CHAMP DE L'ORME|33000 RENNES|FRANCE  0 0
70|2949554|29 3732GU 1199.   13.|GVL COMMUNITY LLC| |1838 2ND AVE STE 350| |NEW YORK NY 10128 0
71|2949573|29 3732GU 1200.    6.|HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909 0
72|2949574|29 3732GU 1200.    7.|HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909 0
73|2949942|29 3732GU 1213.   25.|HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 SE BROOKFIELD ST| |PALM BAY FL 32907 0
74|2949940|29 3732GU 1213.   23.|HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 BROOKFIELD ST SE| |PALM BAY FL 32909 0
75|3000244|30 3707MF    A.  141.|HAYES, PHILIP J|HAYES, SHANNON L H/W|2320 STONEBRIDGE DR| |ROCKLEDGE FL 32955 0
76|2946844|29 3731GV 1265.   12.|HESTER, ANDREA| |3299 HEWITT AVE SE| |PALM BAY FL 32909 0
77|2947418|29 3731GV 1289.    1.|HIBBERT, ANGELLA| |705 DELLROSE TRACE| |MC DONOUGH GA 30253 8786
78|2947047|29 3731GV 1274.   20.|HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130 0
79|2947046|29 3731GV 1274.   19.|HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130 0
80|2949945|29 3732GU 1213.   28.|HOLLOMAN, EARL U|HOLLOMAN, JUANITA H/W|23511 BELMAR DR| |LAGUNA NIGUEL CA 92677 0
81|2949625|29 3732GU 1202.   15.|HOHSI, EVELYNE W| | TIMMERSLALT 34|43346 PARTILLE|SWEDEN  0 0
82|2949572|29 3732GU 1200.    5.|HONG, TALHUI|HONG, OK JA H/W|1292 ALLENTOWN RD APT #2108| |LANSDALE PA 19446 0
83|2949504|29 3732GU 1197.   15.|INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804 0
84|2949503|29 3732GU 1197.   14.|INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804 0
85|2949505|29 3732GU 1197.   16.|INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804 0
86|2947040|29 3731GV 1274.   13.|ISIDORE, MARIE MAUDE| |2886 NW 94TH AVE| |CORAL SPRINGS FL 33065 0
87|2946615|29 3731GV 1257.   42.|ITAM GROUP INC| |63 S OAK AVENUE| |FORDS NJ 8863 0
88|2949948|29 3732GU 1213.   31.|JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441 0
89|2949949|29 3732GU 1213.   32.|JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441 0
90|2946928|29 3731GV 1269.   12.|JONES, CHARLOTTE|JONES, ARNOLD LEWIS|321 WARWICK ST SE| |PALM BAY FL 32909 0
91|2949943|29 3732GU 1213.   26.|JORQUERA, VIVIANO| |43 CONTINENTAL PLACE| |GLEN COVE NY 11542 0
92|2949877|29 3732GU 1211.   12.|KELLEY, JOHN H|KELLEY, RAYMONA A H/W|3297 TRAINFO AVENUE SE| |PALM BAY FL 32909 0
93|2947089|29 3731GV 1276.   15.|KERR, NEVILLE B|KERR, ESMERALDA H/W|5282 REDWOOD PLACE| |PLANTATION FL 33317 0
94|2949580|29 3732GU 1200.   13.|KIM, MARVIN H| |1733 S 10TH AVE| |ARCADIA CA 91006 0
95|2947099|29 3731GV 1277.    9.|KRACK, PETER H|KRACK, MARGARET ANNE H/W|33 CARRIAGE HOUSE DR| |DANBURY CT 6810 0
96|2949553|29 3732GU 1199.   12.|KWOK, KEN C| | NO 6 8/FLOOR TAI HANG RD| |HONG KONG  0 0
97|2949552|29 3732GU 1199.   11.|KWOK, KEN C| | NO 6 8/FLOOR TAI HANG RD| |HONG KONG  0 0
98|2949939|29 3732GU 1213.   22.|LAM, KELLY LIANG| |22465 SW 61ST WAY APT #D141| |BOCA RATON FL 33428 0
99|2949853|29 3732GU 1210.   14.|LAM, LONG T|LAM, ANH N PHAM H/W|11910 PORTOFINO RD| |HOUSTON TX 77082 0
100|2949906|29 3732GU 1212.  15.|LENO INVESTMENTS INC| |3765 PEACOCK DRIVE| |W MELBOURNE FL 32904 0
101|3000242|30 3707MF    A. 139.|LIN, MYRNA| |5890 CRESCENT RIDGE DR| |SEVEN HILLS OH 44131 2437
102|2949852|29 3732GU 1210.   13.|LISANTI, MARIO|LISANTI, SHARAL H/W|2762 CARAMBOLA CIR S| |COCONUT CREEK FL 33066 0
103|2946865|29 3731GV 1266.   12.|LOISEAU, MARIE F|DUPUY, DUVAL H/W|259 -44 147TH RD| |ROSEDALE NY 11422 0
104|2946802|29 3731GV 1263.   12.|LONGO, ANTONIO M| |4014 FORT WORTH AVE| |ALEXANDRIA VA 22304 0
105|2946930|29 3731GV 1269.   14.|MAC WILLIE, STEPHEN S|MAC WILLIE, PHILLIS F H/W|407 JANICE ST| |ENTERPRISE AL 36330 0
106|2947036|29 3731GV 1274.    9.|MADDEN, DANIEL| |594 WARRICK ST SE| |PALM BAY FL 32909 0
107|2947035|29 3731GV 1274.    8.|MADDEN, DANIEL P| |594 WARWICK STREET SE| |PALM BAY FL 32909 0
108|3000243|30 3707MF    A. 140.|MANGUBA, ALICIA DORAN| |1992 MERLIN RD| |PHILADELPHIA PA 19116 0
109|2947059|29 3731GV 1274.   32.|MARTIN, ROBERT| |406 WARWICK ST SE| |PALM BAY FL 32909 0
110|2947055|29 3731GV 1274.   28.|MC KEE, DOROTHY A ESTATE|MC KEE, PAUL S|41650 RCR 46| |STEAMBOAT SPRINGS CO 80487 0
111|2949571|29 3732GU 1200.    4.|MEAD, VIRGIL E|MEAD, MARCIA A H/W|  P O BOX 5185| |GODFREY IL 62035 0
112|2949880|29 3732GU 1211.   15.|MESHAKA, ABRAHAM E|MESHAKA, DOLLY H/W|18575 SW 42 STREET| |MIRAMAR FL 33029 0
113|2949608|29 3732GU 1201.   16.|MICHAELS, DENISE J| |776 BROOKFIELD ST SE| |PALM BAY FL 32909 7503
114|2946803|29 3731GV 1263.   13.|MIRANDA, LENNI LONGO| |86 CERVANTES STREET 5-A| |SAN JUAN PR 907 0
115|2949623|29 3732GU 1202.   13.|MIRAVALLE, JUSTIN D| |3294 WESTMORE RD SE| |PALM BAY FL 32909 0
116|2949610|29 3732GU 1201.   18.|MOALLEM, DAVID|MOALLEM, JOAN P TRUSTEES|1663 GEORGIA STREET NE STE 200| |PALM BAY FL 32907 0
117|2949951|29 3732GU 1213.   34.|MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
118|2949621|29 3732GU 1202.   11.|MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
119|2949577|29 3732GU 1200.   10.|MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
120|2949944|29 3732GU 1213.   27.|MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
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121	2946598	29	3731GV	1257.	25.	MOLINA, GIL JR	STRUBLE, VALERIE	120 WARWICK ST SE	PALM BAY FL 32909 0
122	2946627	29	3731GV	1257.	54.	MONTANEZ, BRUCE		1072 HAILEY ST	MELBOURNE FL 32904 0
123	2920762	29	3636KD	1396.	15.	MORGAN, KELBY D		108 LAGOON ST SW	PALM BAY FL 32908 0
124	2949902	29	3732GU	1212.	11.	MPX LAND COMPANY		1663 GEORGIA STREET NE STE #200	PALM BAY FL 32907 0
125	2947056	29	3731GV	1274.	29.	MPX LAND COMPANY		1663 GEORGIA STREET NE STE #200	PALM BAY FL 32907 0
126	2946602	29	3731GV	1257.	28.	MPX LAND COMPANY		1663 GEORGIA STREET NE	PALM BAY FL 32907 0
127	2946611	29	3731GV	1257.	38.	MSIP PROPERTIES LLC		12007 CORSICA LANE	NORTH PORT FL 34287 0
128	2947054	29	3731GV	1274.	27.	NATHANSON, SCOTT		705 ALASKA AVE NE	PALM BAY FL 32907 0
129	3000239	30	3707MF	A.	136.	NEBRES, RODOLFO D	NEBRES, DOLORES T H/W	42 EDGEMONT RD	EDISON NJ 8817 0
130	3000240	30	3707MF	A.	137.	NEBRES, RODOLFO D	NEBRES, DOLORES T H/W	42 EDGEMONT RD	EDISON NJ 8817 0
131	2949650	29	3732GU	1203.	18.	NEDD, LORETTA		1385 LAFAYETTE SQ	MC DONOUGH GA 30252 6808
132	2949649	29	3732GU	1203.	17.	NEDD, LORETTA		1385 LAFAYETTE SQ	MC DONOUGH GA 30252 6808
133	2946630	29	3731GV	1257.	57.	NICHOLOFF, BORIS		235 S BEACH BLVD #18	ANAHEIM CA 92804 0
134	2949575	29	3732GU	1200.	8.	NOVA STAR INVESTMENTS INC		12112 NW 53RD ST	CORAL SPRINGS FL 33076 0
135	2947034	29	3731GV	1274.	7.	O'BRIEN, ROSE M		80 NE 26TH ST	WILTON MANORS FL 33305 1028
136	2949953	29	3732GU	1213.	36.	O'HARA, JOHN		MIDWAY HOME ESTATES	160 MT PLEASANT RD #16 NEWTOWN CT 6470 0
137	2946616	29	3731GV	1257.	43.	OCFEMIA, THOMAS		4401 KRAFT ST #1	STUDIO CITY CA 91602 0
138	2949964	29	3732GU	1224.	10.	OCHOA, JUAN CARLOS GONZALEZ		3272 TERKELSON AVE SE	PALM BAY FL 32909 0
139	2946617	29	3731GV	1257.	44.	ODIES, DULIA		8 COLLEEN DR	BROCKTON MA 2301 0
140	2948749	29	3732GU	F.	.	PALM BAY, CITY OF		120 MALABAR RD SE	PALM BAY FL 32909 0
141	2946824	29	3731GV	1264.	13.	PAOLI HOMES LLC		P O BOX 101353	PALM BAY FL 32910 1353
142	2946932	29	3731GV	1269.	16.	PASCUA, NIEVES CUSTODIO		230 CHISHOLM AVE	TORONTO ON M4C 4W4 CANADA 0 0
143	2946931	29	3731GV	1269.	15.	PASCUA, NIEVES CUSTODIO		230 CHISHOLM AVE	TORONTO ON M4C 4W4 CANADA 0 0
144	2949609	29	3732GU	1201.	17.	PATEL, CHETAN R	PATEL, MANISHA C	307 MCKINLEY AVE	EDISON NJ 8820 0
145	2949648	29	3732GU	1203.	16.	PAYNE, DAVID LANCE	COWART, DENNIS G ET AL	3288 WALLACE AVE SE	PALM BAY FL 32909 0
146	2947419	29	3731GV	1289.	2.	PEREZ, LILLIAN		1901 NE 41ST ST	OAKLAND PARK FL 33308 0
147	2946929	29	3731GV	1269.	13.	PIERRE, BERNARD		8020 NW 21ST CT	SUNRISE FL 33322 0
148	2947453	29	3731GV	1290.	15.	POLLACK, LANCE		3298 HAINSWORTH AVE SE	PALM BAY FL 32909 0
149	2949582	29	3732GU	1200.	15.	PRATT, WENDELL	PRATT, HA H/W	934 LEMONGRASS LANE	WELLINGTON FL 33414 0
150	2949876	29	3732GU	1211.	11.	PURCELL, MARK W		3281 TRAINFO AVE SE	PALM BAY FL 32909 0
151	2947057	29	3731GV	1274.	30.	REYNOLDS, HOWARD	REYNOLDS, ANDREA H/W	9517 OSPREY ISLES BLVD	PALM BEACH GARDENS FL 33412 0
152	2949531	29	3732GU	1198.	16.	RICE, MICHAEL W	RICE, KAORU A H/W	8565 BOCA GLADES BLVD W #E	BOCA RATON FL 33434 0
153	2949576	29	3732GU	1200.	9.	RICHARDSON, D J		3380 CHESTNUT CREEK DR	MARIETTA GA 30062 0
154	2949881	29	3732GU	1211.	16.	ROBERSON, SEAN	ROBERSON, JENNIFER H/W	1041 PANDORA RD SE	PALM BAY FL 32909 0
155	3000281	30	370801	.	3.	ROLLING MEADOW RANCH INC		3060 AIRPORT DRIVE	VERO BCH FL 32960 0
156	3000218	30	3705HF	250.	.	ROLLING MEADOW RANCH INC		3060 AIRPORT WEST DRIVE	VERO BEACH FL 32960 1993
157	3000275	30	3708HF	250.	.	ROLLING MEADOW RANCH INC		3060 AIRPORT WEST DRIVE	VERO BEACH FL 32960 1993
158	3000280	30	370801	.	2.	ROLLING MEADOW RANCH INC		3060 AIRPORT DRIVE	VERO BCH FL 32960 0
159	3000279	30	370801	.	1.	ROLLING MEADOW RANCH INC		3060 AIRPORT DRIVE	VERO BCH FL 32960 0
160	3000220	30	370600	1.	.	ROLLING MEADOW RANCH INC		3060 AIRPORT WEST DRIVE	VERO BEACH FL 32960 1993
161	3000268	30	370700	1.	.	ROLLING MEADOW RANCH INC		3060 AIRPORT WEST DRIVE	VERO BEACH FL 32960 1995
162	2947044	29	3731GV	1274.	17.	RYAN, MICHAEL V		684 VOCELLE AVE	SEBASTIAN FL 32958 0
163	2949622	29	3732GU	1202.	12.	SALEM, CLAIRE G		TIMMERSLALT 34	43346 PARTILLE SWEDEN 0 0
164	2946605	29	3731GV	1257.	32.	SALOMONE, VICKI J		2312 ANGEL RD SE	PALM BAY FL 32909 0
165	2946604	29	3731GV	1257.	31.	SALOMONE, VICKI J		2312 ANGEL RD SE	PALM BAY FL 32909 0
166	2946866	29	3731GV	1266.	13.	SAMPLE, NED G		9100 SINGLE OAK DR SPC 49	LAKESIDE CA 92040 0
167	2946599	29	3731GV	1257.	26.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
168	2946609	29	3731GV	1257.	36.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
169	2947041	29	3731GV	1274.	14.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
170	2949935	29	3732GU	1213.	18.	SARALAND LLC		1663 GEORGIA ST NE	PALM BAY FL 32905 0
171	2946621	29	3731GV	1257.	48.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
172	2947051	29	3731GV	1274.	24.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
173	2947045	29	3731GV	1274.	18.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
174	2949624	29	3732GU	1202.	14.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
175	2946607	29	3731GV	1257.	34.	SARALAND LLC		1663 GEORGIA ST NE STE 200	PALM BAY FL 32907 0
176	3000274	30	3708HF	25.	.	SARTORI, JAMES		3100 N RIVERSIDE DR	INDIALANTIC FL 32903 0
177	3000236	30	3707MF	A.	133.	SAULOG, PEDRO M	SAULOG, ISABELITA M H/W	502 SCHROEDER DRIVE	SALEM IL 62881 0
178	3000238	30	3707MF	A.	135.	SAULOG, TEOFILO M	SAULOG, GLORIA E H/W	119 STURBRIDGE DRIVE	PISCATAWAY NJ 8854 0
179	3000237	30	3707MF	A.	134.	SAULOG, TEOFILO M	SAULOG, GLORIA E H/W	119 STURBRIDGE DRIVE	PISCATAWAY NJ 8854 0
180	2946606	29	3731GV	1257.	33.	SCAGLIONE, WILLA L ESTATE		301 CHAMBERS BLVD	SWANSEA IL 62226 0
181	3000361	30	370801	.	83.	SCHOOL BOARD OF BREVARD COUNTY FL		2700 ST JOHNS ST	MELBOURNE FL 32940 6699

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182|3000359|30 370801      .   81.|SCHOOL BOARD OF BREVARD COUNTY FL| |2700 ST JOHNS ST| |MELBOURNE FL 32940 6699
183|3000360|30 370801      .   82.|SCHOOL BOARD OF BREVARD COUNTY FL| |2700 ST JOHNS ST| |MELBOURNE FL 32940 6699
184|2949581|29 3732GU 1200.   14.|SCHUBERT, EARL THOMAS|SCHUBERT, CLARA FRANCES H/W|1040 JONQUIL STREET| |LAKE PLACID FL 33852 5100
185|3000241|30 3707MF     A.  138.|SHROUDER, JAMES J| |3570 LA SALLE AOE| |ST CLOUD FL 34772 0
186|2946628|29 3731GV 1257.   55.|SHUM, YUAN CHE| | P O BOX 3580| |SANTA MONICA CA 90408 0
187|2947053|29 3731GV 1274.   26.|SILOV, DANIEL PHILLIP|SILOV, IRENE L|447 WOODRIDGE CIRCLE| |BEREA OH 44017 0
188|2947049|29 3731GV 1274.   22.|SIMPSON, DONNA ODOM|SIMPSON, PHILLIP QUENTES H/W|486 WARWICK ST SE| |PALM BAY FL 32909 0
189|2947043|29 3731GV 1274.   16.|SKERRET, FLORIDALMA| |17319 GRAND CENTRAL PKWY| |JAMAICA NY 11432 1316
190|2946620|29 3731GV 1257.   47.|SLACK, WILLIAM D| |13068 -157 COURT N| |JUPITER FL 33478 0
191|3000285|30 370801      .    7.|SOUCY, RICHARD P| |211 SIXTH AVE| |MELBOURNE BCH FL 32951 0
192|3000283|30 370801      .    5.|SOUCY, RICHARD P|SOUCY, JEANETTE L H/W|211 SIXTH AVE| |MELBOURNE BCH FL 32951 0
193|2949952|29 3732GU 1213.   35.|STENT, KEITH D|STENT, JANINE H/W|  ALTENBERG CASTLEGATE|PULBOROUGH W SUSSEX RH20 2NJ|UNITED KINGDOM
0 0
194|2949647|29 3732GU 1203.   15.|TAYLOR, CINDY LOUISE| |3280 WALLACE AVENUE SE| |PALM BAY FL 32909 0
195|2949501|29 3732GU 1197.   12.|TEASDALE, ADRIAN LEROY L| |4693 KINGS HIGHWAY 31|GLOUCESTER ON  K1T 3W7|CANADA   0 0
196|3000235|30 3707MF     A.  132.|TELLEZ, MALUISA M| |45 DELAWARE RD| |YONKERS NY 10710 0
197|2947033|29 3731GV 1274.    6.|THOMAS, SHARON V| |411 DI LIDO ST NE| |PALM BAY FL 32907 0
198|2949851|29 3732GU 1210.   12.|TYNDALL, SYBIL ANN| |3289 WALLACE AVE SE| |PALM BAY FL 32909 0
199|2949529|29 3732GU 1198.   14.|VG COMMUNITY LLC| |1838 2ND AVE STE 350| |NEW YORK NY 10128 0
200|3010427|30 3705HF  752.    .|WATERSTONE FARMS LLC| |235 WEST DRIVE| |MELBOURNE FL 32904 0
201|3000219|30 3705HF  750.    .|WATERSTONE FARMS LLC| |235 WEST DRIVE| |MELBOURNE FL 32904 0
202|3000217|30 3705HF    1.    .|WATERSTONE FARMS LLC| |235 WEST DRIVE| |MELBOURNE FL 32904 0
203|2949555|29 3732GU 1199.   14.|WEAVER, MATTHEW ALLEN|TREADWAY, JENNIFER ANN|683 HEMLOCK STREET SE| |PALM BAY FL 32909 0
204|2947039|29 3731GV 1274.   12.|WEINMAN, DAVID J| |4040 NE 12TH AVENUE| |POMPANO BEACH FL 33064 0
205|2949579|29 3732GU 1200.   12.|WILLIAMS, BETSY L| |7801 DERICKSON NE| |ALBUQUERQUE NM 87109 0
206|3000269|30 370700     2.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
207|3000151|30 360101     1.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
208|3000276|30 3708HF  251.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
209|3000170|30 361201  250.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
210|3000169|30 361101     2.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
211|3000270|30 370700  500.    .|WILLOWBROOK FARMS| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
212|3000278|30 3708HF  501.    .|WILLOWBROOK FARMS| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
213|2949653|29 3732GU 1203.    .|WILLOWBROOK FARMS| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
214|2949652|29 3732GU 1203.   21.|WINGFIELD, WILLIAM J| |1240 NW 100TH WAY| |PLANTATION FL 33322 0
215|2949568|29 3732GU 1200.   20.|WINGFIELD, WILLIAM J| |1240 NW 100TH WAY| |PLANTATION FL 33322 0
216|2947031|29 3731GV 1274.    1.|WOOD, MICHAEL D| |612 HENLOCK ST SE| |PALM BAY FL 32909 0
217|2949946|29 3732GU 1213.    4.|WORLD O WORLD CORPORATION| |1531 SE PORT ST LUCIE BLVD| |PORT ST LUCIE FL 34952 0
218|2949947|29 3732GU 1213.   29.|WRIGHT, HAROLD M ESTATE| | P O BOX 16194| |WEST HAVEN CT 6516 6194
219|2946823|29 3731GV 1264.   30.|WRIGHT, HAROLD M ESTATE| | P O BOX 16194| |WEST HAVEN CT 6516 6194
220|2920761|29 3636KJ 1396.   12.|WRIGHT, LYNDEL G| |5233 NW 27TH STREET| |MARGATE FL 33063 0
221|2949528|29 3732GU 1198.   14.|YORK-MONESTERE, DONNA| |4702 BLOCK HOUSE LANE| |HOLLYWOOD SC 29449 0
                              13.|YOUNGBLOOD, DONNIE|YOUNGBLOOD, MAUVOR E H/W|1820 NW 36 TERRACE| |FORT LAUDERDALE FL 33311 0
```

RECEIPT

BREVARD COUNTY
2725 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940

Application: 06POS-00000-#0000
Application Type: _MODULE/_PER_TYPE/_PER_SUB_TYPE/_PER_CATEGORY
Address:

Receipt No.: 360275

Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Comments
Check	13806	$40.00	06/27/2014	NAOMI.ADKINS	POS#27256

Owner Info.:

Work Description:

Invoice #	Invoice Date	Period	Fee Item	Fee
367800	27-Jun-14	FINAL	PZ - Graphics/GIS	$40.00
			Subtotal:	$40.00
			Total Fee:	$40.00

***Note: Additional Fees may apply to obtain a Certificate of Completion, a Certificate of Occupancy, or a Final Building Inspection. Please call the Central Cashier to verify.**

Contact Numbers
Building Dept. – 633-2072, Central Cashier – 633-2068, Code Enforcement – 633-2088, Land Development – 633-2065, Licensing, Regulation, and Enforcement – 633-2058

*** CITY OF PALM BAY
*** CUSTOMER RECEIPT ***

Batch ID: HALLB 7/24/14 33 Receipt no: 279039

Type	SvcCd	Description	Amount
GM		MISC-G/L PAYMENT (# REQ.)	
	Qty	1.00	$750.00

PUD-15-2014 ROLLING MEADO
Trans number: 5307299
OTHER FEES & CHARGE 00100003413002

Tender detail
CK Ref#: 17842 $750.00
Total tendered: $750.00
Total payment: $750.00

Trans date: 7/24/14 Time: 9:56:56

** THANK YOU FOR YOUR PAYMENT **

CITY OF PALM BAY
*** CUSTOMER RECEIPT ***

Batch ID: HALLB 7/24/14 33 Receipt no: 279038

Type	SvcCd	Description	Amount
GM		MISC-G/L PAYMENT (# REQ.)	
	Qty	1.00	$1000.00

PUD-16-2014 ROLLING MEADO
Trans number: 5307298
OTHER FEES & CHARGE 00100003413002

Tender detail
CK Ref#: 17841 $1000.00
Total tendered: $1000.00
Total payment: $1000.00

Trans date: 7/24/14 Time: 9:56:17

** THANK YOU FOR YOUR PAYMENT **

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott M. Glaubitz, PE, PLS., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE# (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1376.23

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses (if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $1,000.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6-24-14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the City of Palm Bay.

2. Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008 - 19, and will be relied upon by the City of Palm Bay in its review of application for Comprehensive Plan amendment or Development Order approval affecting the property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machala
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machala, [✓] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11.12.16

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

EXHIBIT "A"

PROPERTY

DESCRIPTION:

THE WEST 1/2 OF SECTION 5, ALL OF SECTION 6, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN N00°56'31"W, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 348.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGE 1863, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°30'06"E, ALONG SAID NORTH LINE, A DISTANCE OF 5272.16 FEET TO THE EAST LINE OF SAID SECTION 7 (SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 8); THENCE S89°41'55"E A DISTANCE OF 2649.59 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 8; THENCE S00°54'17"W, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 247.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S89°26'11"W A DISTANCE OF 2649.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7); THENCE N89°50'09"W A DISTANCE OF 5273.88 FEET TO THE POINT OF BEGINNING. CONTAINING 1,376.23 NET ACRES, MORE OR LESS.

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percent of Interest
Blackhawk Construction Co. owns Rolling Meadow Ranch	3060 Airport WEst Dr Vero Beach FL 32960	100%
Rolling Meadow Ranch INc owns the Property.	3060 Airport W Dr Vero BEach, FL Vero Beach FL	100%
Andrew R Machata is the President of Blackhawk Construction and Rolling Meadow Ranch and owns		100%

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – APPLICANT

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]*, (hereinafter, "Applicant"). Applicant seeks Comprehensive Plan amendment or Development Order approval for real property legally described on the attached Exhibit "A" (the "Property").

Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008-19, and will be relied upon by the City of Palm Bay in its review of Applicant's application for Comprehensive Plan amendment or Development Order approval. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of the Applicant.

Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata, [✓] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-12-16

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

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EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	
Blackhawk Construction Company owns Rolling Meadow Ranch Inc	3060 Airport W Dr. Vero Beach FL 32960	100%
Rolling Meadow Ranch Inc	3060 Airport W Dr Vero Beach, FL 32960 owns the Property	100%
Andrew R Machata President and owner of Blackhawk Construction and Rolling Meadow Ranch Inc	Owns	100%

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

ROLLING MEADOW RANCH, INC.
3060 AIRPORT WEST DR
VERO BEACH, FL 32960
772-299-3739

GRANK BANK & TRUST OF FLORIDA
WEST PALM BEACH, FL

17841

63-1446-670

6/25/14

PAY TO THE ORDER OF City of Palm Bay

$ 1,000.00

*One Thousand and 00/100

DOLLARS

MEMO: Fee Impact Development Fund

HEAT SENSITIVE RED AREA TO VERIFY

AUTHORIZED SIGNATURE

"017841" :067014466: 10069185"

ROLLING MEADOW RANCH, INC.

17841

Brevard Co.

June 24, 20 14

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Final Development Plan application for said property.

(Signature)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 2014
by Andy Machuta, who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

Julie A. Bernal
Notary Public
Serial No. EE 220935
My commission expires 11-12-16

Rolling Meadow Lakes

Final PUD Application
Development Schedule

1. The final order will depend upon the Palm Bay Utility Department's schedule for their utility plant upgrades. Currently, the submittal allows for two different sequencing scenarios.

2. Initial construction is projected to commence ± 2 years from the date of PUD approval.

3. The duration is anticipated to be ± 8 – 10 years.

4. Open space and complimentary buildings will occur in accordance with zoning requirements, if not before.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROLLING MEADOW LAKES SUBDIVISION

THIS MASTER DECLARATION made this ____ day of _____, 2008, by **ROLLING MEADOW RANCH, INC.**, a Florida corporation (the "Declarant"), and is joined in by the **ROLLING MEADOW LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, ("Association") .

RECITALS:

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit "A" attached to this Declaration and made a part hereof (the "Total Lands").

WHEREAS, Declarant desires to develop a planned community to be known as "Rolling Meadow Lakes" upon the Total Lands; and

WHEREAS, Declarant presently intends by this declaration to impose the covenants, conditions, provisions, and restrictions contained in this Declaration upon only that portion of the Total Lands which is described in Exhibit "B" hereto (the "Committed Lands").

WHEREAS, all portions of the Total Lands which are not Committed Lands (the Uncommitted Lands") may be used in any manner consistent with applicable law as Declarant, in its sole discretion, deems appropriate;

WHEREAS, this Declaration imposes upon the Committed Lands a general plan of development to mutually benefit all owners of residential properties within the Committed Lands and the Declarant desires to provide a flexible, manageable, and reasonable procedure for the overall development of the Committed Lands, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Committed Lands.

WHEREAS, in order to develop and maintain Rolling Meadow Lakes as a planned residential community, and to preserve the value and amenities of such community, it is necessary to declare, commit and subject the Committed Lands and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement;

WHEREAS, this Declaration shall be the "Master Declaration", and the Association shall be the "Master Asociation" thereunder; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant declares that the Committed Lands and any additional portions of the Total Lands which may be subjected to this Declaration by a subsequent amendment shall be owned, held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, regulations, burdens and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the Committed Lands subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the property subjected to this Declaration. This Declaration does not, and is not intended to, create a condominium within the meaning of Chapter 718, Florida Statutes.

ARTICLE I
Mutual Benefits and Obligations

The Covenants contained in this document are for the purpose of protecting the value and desirability of Rolling Meadow Lakes Subdivision and are made for the mutual benefit of each and every owner of a Lot in the subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot, its owner and the Association. Each owner, his or her family, friends, guests, lessees and

invitees shall comply with the provisions of these Covenants while present within this subdivision and each and every term of the Articles of Incorporation, and By-Laws of the Association.

ARTICLE II
Definitions

The terms used in this Declaration shall be defined as set forth herein.

2.1: Architectural Control Committee (the "ACC"). The Committee of Rolling Meadow Lakes Homeowners Association, Inc. charged with the duties set forth in Article VIII of these Covenants.

2.2: Articles. The Articles of Incorporation of the Association (hereinafter defined). A true and correct copy of the Articles is attached hereto, made a part hereof, and marked Exhibit "C".

2.3: Assessments. Annual and Special Assessments by the Association against Units in the Subdivision made in accordance with the terms of these Covenants.

2.4: Association. Rolling Meadow Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, existing pursuant to Articles of Incorporation, filed in the Office of the Secretary of State on _____, as amended by any amendments thereto..

2.5: Association Expenses. The actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board, pursuant to the Homeowners Documents (hereinafter defined).

2.6: Board. The Board of Directors of Rolling Meadow Lakes Homeowners Association, Inc., a Florida not-for-profit corporation.

2.7: By-Laws. The By-Laws of the Rolling Meadow Lakes Homeowners Association, Inc., which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

2.8: Committed Lands. That certain real property described in Exhibit "B" submitted to this Declaration; provided, however, Declarant reserves the right to add to or withdraw from the provisions hereof such portion or portions of the Committed Lands then owned by Declarant as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

2.9: Common Area. Those areas of real property shown on the Plat, together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property". The Common Area shall consist of:

A. All portions of the Total Lands (hereinafter defined), which are submitted to this Declaration, and are dedicated to the Association, that are not Lots or Units;

B. All portions of the Total Lands which are submitted to this Declaration, and that are not dedicated to any governmental entity or to the public for a public use, if any.

2.10: Community Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be reasonably and more specifically determined by the Board.

2.11: County. Shall mean Brevard County, Florida.

2.12: Conservation Area or Conservation Easement Area(s). The areas of the property intended for conservation easement areas are indicated generally on "Exhibit A". However, the terms Conservation Area or Conservation Easement Area(s) shall mean and refer to all property designated on the final recorded plats for each phase

(the recorded Plats) as conservation area or conservation easement areas. The Declarant reserves the right to add lands to the Conservation Easement Area.

2.13 : Declaration. The easements, covenants, conditions, restrictions, and all other terms set forth in this document as it may be amended from time to time, together with any Supplemental Declaration(s) or amendments thereto, which may be recorded amongst the Public Records.

2.14: Declarant. Rolling Meadow Ranch, Inc., a Florida corporation, its successors or assigns.

2.15: District. This term shall mean the St. Johns River Water Management District, its successors or assigns.

2.16: General Plan of Development. Declarant is the owner of the Total lands and presently plans to develop all or a portion of same as a planned community known as Rolling Meadow Lakes. That portion of the Plat of Rolling Meadow Lakes initially dedicated to the Association or submitted to this Declaration is described in Exhibit "B" attached hereto. Declarant has reserved the right to modify its plan of development of Rolling Meadow Lakes and to add to or withdraw land from rolling Meadow Lakes. Therefore, the number of Units within Rolling Meadow Lakes may change. Declarant's general plan of development further contemplates that such Units shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Rolling Meadow Lakes.

2.17: Homeowners Documents. Homeowners Documents are comprised of this Declaration, the Articles, the By-Laws of the Association, the Rules and Regulations of the Association, the typical form of Special Warranty Deed, the form of Contract for Purchase and Sale, the Property Plan or Site Plan for Rolling meadow Lakes, the Escrow Agreement, and all of the instruments and amendments to same executed in connection with the General Plan of Development.

2.18. Lot. Any parcel of land located within the General Plan of Development which is intended for use as a site for a Unit, and any portion of the Total Lands that is declared to be a Lot by a Supplemental Declaration, but does not include a Lot that has been withdrawn from the provisions of this Declaration by a Supplemental Declaration. Upon completion of construction of a Unit on a Lot, such Lot and the improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Homeowners Documents..

2.19. Member(s). Shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

2.20. Municipality. Shall mean and refer to the City of Palm Bay, Florida.

2.21. Occupant. The occupant of a Unit who shall be the owner, the lessee, or their respective guest(s).

2.22. Owner. Shall mean and refer to one (1) or more Persons (defined below) who hold the record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

2.23. Person. A natural person, a corporation, a partnership, a trustee, a partnership, a trustee, or other legal entity.

2.24. Plat. Shall mean and refer to all plats recorded in the public records of the County in which Declarant dedicates all or any portion of the Total Lands.

2.25. Roads. Any street or thoroughfare which is constructed by the Declarant within the Common Areas, and which is dedicated to the Municipality or the Association, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, alley or similar designation.

2.26. Rules and Regulations. The rules, regulations, and policies which are attached hereto, made a part hereof, and marked Exhibit "D", and as may be adopted by the Board from time to time by resolution or motion carried.

2.27. Rolling Meadow Lakes Homeowners Association, Inc. Shall mean that certain entity created to maintain, manage, and control Rolling Meadow Lakes. It shall be referred to as the "Association", but it may also be referred to as the "Homeowners Association" or "HOA".

2.28. Rolling Meadow Lakes. This term shall mean that planned unit development approved by the City of Palm Bay located in Brevard County, Florida.

2.29. Single Family. One person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal foster care, guardianship, or adoption; or not more than two persons living together who may or may not be interrelated.

2.30. Subsequent Amendment. An amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration or changes any terms of this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligation on any land submitted by a Subsequent amendment to the provisions of this Declaration. Any such amendments shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Rolling Meadow Lakes" and each of which shall be properly adopted and recorded in the Public Records of Brevard County.

Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

2.31. Surface Water or Stormwater Management System. This term shall include drainage canals, lakes, drainage retention/detention ponds, road curbs, catch basins, easements, pipes, and other facilities to be installed or constructed by the Declarant as depicted on the Plat, all of which comprise a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

2.32. Total Lands. Shall mean the real property which is legally described in Exhibit "A" hereto, which may ultimately be subjected to the covenants, conditions and restrictions contained in this Declaration. Declarant reserves the right to add to or withdraw from the provisions hereof such other property owned by Declarant as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

2.33. Transfer Date. The date that the Declarant relinquishes the right to appoint all of the Directors to the Board, and conveys legal title to the Common Area to the Association. The transfer date shall occur no later than 90 days after the Declarant has conveyed to Members all of the Lots or Units contemplated by the General Plan of Development, or after the Declarant elects to relinquish its control of the Association, whichever shall first occur.

2.34. Uncommitted Lands. Shall mean all portions of the Total lands which have nto yet been added by Declarant to the Committed Lands by this Declaration or Supplemental Declaration or a subsequent amendment to this Declaration.

2.34. Unit. This term shall mean a residential dwelling unit constructed or to be constructed within Rolling Meadow Lakes, which is designed and intended for use and occupancy as a single-family residence. The term Unit shall include the Lot. A Unit may also be referred to as a "Townhouse Unit" or a "Single Family Home".

ARTICLE III
Property Subject to this Declaration

3.1. **Use of Property.** Every Owner's use of the Total Lands shall be in compliance with all laws, ordinances, regulations, and orders, including, without limitation, the Rolling Meadow Lakes Homeowners Association Declaration of Covenants, Conditions and Restrictions when applicable.

3.2. **Initial Property.** The property which is subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit B ("Committed Lands").

3.3 **Additional Property.** The Declarant may subject additional property to this Declaration, including without limitation, residential property, Common Areas, Roads, and properties of all types, including undeveloped lands and platted subdivisions, and lots by recording in the public records of the County a Subsequent Amendment to this Declaration setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property. The Declarant shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, of governmental authorities), or any mortgagee of any Unit. Any property submitted to this Declaration by Subsequent Amendment, shall be included in the term "Committed Lands". Likewise, the Declarant reserves the right to withdraw any portion of the Total Lands from the restrictions, covenants, and conditions of this Declaration, including, without limitation, any residential property, Roads, Common Areas or other areas that may have been submitted initially by this Declaration or by a Subsequent Amendment, and the Declarant shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, by governmental authorities), or any mortgagee of any Unit. The Declarant shall have such rights until the Transfer Date. The Declarant's right to withdraw any portion of the Total Lands shall not be applicable to any portion of the Total Lands that has been conveyed to an Owner.

3.4. **Phasing.** If sales response warrants the development, it is the intention of the Declarant to develop the Units in phases. Declarant reserves the right to modify the architectural appearance, dimensions, and site plan for Rolling Meadow Lakes. Declarant's right to modify the architectural appearance, dimensions, and site plan shall not require the consent of any other person or entity, except for approval, if required, by governmental authorities.

3.5. **General Plan of Development.** Declarant is the owner of the Total Lands and presently plans to develop all or a portion of same as a planned community known as Rolling Meadow Lakes. The property declared hereunder (the "Committed Lands") is described in Exhibit "B" attached hereto. Declarant has reserved the right to modify its plan of development of Rolling Meadow Lakes and to add to or withdraw land from Rolling Meadow Lakes, and, therefore, the number of Units within Rolling Meadow Lakes may change. Declarant's general plan of development of Rolling Meadow Lakes further contemplates that such Units shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Rolling Meadow Lakes.

Declarant may unilaterally subject any portion of the Total Lands submitted to this Declaration initially or by subsequent amendment to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners, and obligating such Owners to pay the costs incurred by the Association through Assessments. Such additional covenants and easements shall be set forth in a Subsequent Amendment filed concurrent with, as a part of, or after the annexation of additional portions of the Total Lands.

Declarant reserves the right to amend this Declaration so long as it has a right to annex additional portions of the Total Lands pursuant to this Article, without prior notice and without the prior consent of any Person, for the purpose of removing such property then owned by Declarant, its affiliates, or the Association from the coverage of this Declaration to the extent originally included in error or as a result of any changes in Declarant's plans for the Total Lands, provided such withdrawal is not contrary to the overall, uniform scheme of development of Rolling Meadow Lakes.

Declarant reserves the right as to the Total Lands to (i) commence construction and development of the

Total Lands if and when Declarant desires; (ii) develop the Total Lands upon such timetable as Declarant, in its sole discretion, chooses; (iii) modify the plan of development of the Total Lands in such manner as it chooses; and (iv) add additional property to the Total Lands.

3.6. **Surface Water or Stormwater Management System.** Declarant has caused or will cause to be constructed within the Total Lands a Surface Water or Stormwater Management System. These structures are part of the overall plan for Rolling Meadow Lakes. Declarant may create conservation easements encumbering all or part of the Association Property, and/or portions of the Lots conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. The Association and Declarant shall have unobstructed ingress to and egress from all retention/detention ponds and lakes as well as all conservation easements at all reasonable times to maintain said ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Rolling Meadow Lakes stormwater Management System without the express prior written consent of Declarant and the Association. Further, where an Owner's Lot is contiguous to any of the stormwater management structures of Rolling Meadow Lakes, such Owner shall keep his or her Lot so that the utilization of such Owner's Lot will not adversely affect the stormwater management structures and so as to be aesthetically compatible with such stormwater management structures.

The Association shall maintain, as part of the Association Property, stormwater management system structures for Rolling Meadow Lakes and shall comply with conditions of the permit from the District, Department of Environmental Protection, and U.S. Army Corps of Engineers for the Surface water or Stormwater Management System or other environmentally significant Association Property, including, without limitation, perpetual maintenance of all signage required by the permit. All such areas shall be defined, identified, and described as such on all Plates of Rolling Meadow Lakes , or may be granted be separate easements recorded in the public records of the County. No Owner shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland conservation areas, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the surface water management system approved by the applicable permitting agencies. The Association shall, when requested by Declarant, accept transfer of St. John's Water Management district ("SJWMD") permits applicable to Rolling Meadow Lakes. The conditions of SJWMD permits include monitoring and record keeping schedules and maintenance. The Association shall be responsible for the maintenance, operation and repair of the surface water and stormwater management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management system shall be as permitted or, if modified, as approved by SJWMD.

Within any wet detention pond (as such ponds are designated by SJWMD), no Owner shall remove any native vegetation (including cattails) that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Inquiries regarding this Article should be addressed to SJWMD.

Water quality data for the water discharged from Rolling Meadow Lakes or into the surface waters of the state shall be submitted to SJWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water discharged, including total volume

discharged during the days of sampling and total monthly discharge from Rolling Meadow Lakes or into surface waters of the state.

ARTICLE IV
Property Rights

4.1. **Use of Common Area.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her Single Family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

A. Maintenance. The right of the Association to maintain the Common Area.

B. Right to Borrow Money. The right of the Association to borrow money for the purpose of improving the Common Area and, in connection therewith, to mortgage the Common Area.

C. Protect. The right of the Association to take such steps as are reasonable necessary to protect the Common Area against foreclosure or an imminent danger.

D. Suspension of Rights.

i. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner.

ii. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, any of the rules and regulations promulgated by the Association, or any of the traffic regulations of the Association.

E. Rules and Regulations. Rules and regulations governing the use and enjoyment of the Common Area, as promulgated by the Association.

F. Traffic Regulations. Traffic regulations governing the use and enjoyment of the Roads shall be as promulgated by the Municipality or the Association.

G. Plat Restrictions. Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

H. Dedications. The right of the Association to dedicate or transfer all, or any part , of the Common Area to any governmental or quasi-governmental agency, authority, utility, water management or improvement district.

I. Declaration. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

J. Utility Easements. The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Area, and (where appropriate) the Lots for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone

cables, security wires and street lights. Easements for such utility services are reserved by Declarant for all buildings and improvements which have been or may be constructed on the Property and Declarant may grant specific easements to utility companies and others as reasonably necessary.

K. Cable Television and Wireless Communication.

L. Emergency Access. In case of any emergency originating in, or threatening the Total Lands or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by the Association, or the management agent under a management agreement, shall have the right to enter the Property or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

M. Bicycle Path.

ARTICLE V
Subdivision Assessments

5.1. General Purpose. The Association is organized for the purpose of providing common services to Owners, owning and maintaining the Common Area, which shall include all private roadways, the Surface Water or Storm Water Management System, entrance way, signage and lighting situate on Common Area and providing for enforcement of the Covenants and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto.

All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Association or as deemed necessary by Declarant prior to turnover.

In order to pay for these services, the Association will charge Assessments against the Lots/Units and their Owners. Each Owner is personally obligated for Assessments which came due during the time such Owner owned the Lot/Unit, provided however, that the Declarant shall not be responsible for any assessments on Lots/Units owned by the Declarant.

5.2. Creation of Lien for Assessments. All Lots/Units owned by Owners other than Declarant are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these Covenants. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Association shall have the right to a lien on each Lot/Unit for unpaid Assessments commencing upon the initial conveyance of the Lot/Unit to an Owner other than the Declarant. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot/Unit description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots/Units shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

5.3. Assessments. The Association shall fix the amount of the Assessment against each Lot/Unit which shall be payable on the first day of each calendar quarter. All Assessments shall be uniform in amount to each Lot/Unit unless otherwise determined by the Board. The Association shall notify the Owner of each Lot/Unit of the amount and the place of payment of such Assessment. From and after January 1st of the year immediately following the conveyance of the first Lot/Unit to an Owner and for each year thereafter, the maximum Assessment may be increased each year over the prior year by not more than ten percent (10%) over the maximum Assessment for the previous year. In the event the Board of Directors shall desire to increase the amount of the Assessment over the maximum amount herein set forth, then and in such event, such action shall require the vote of two-thirds (2/3) of the Owners at a meeting duly called for such a purpose.

All Lots/Units owned by the Declarant shall be exempt from Assessments during such time as the Declarant is in control of the Association, however, the Declarant shall and does hereby agree to pay, pursuant to Section 720.308, Florida Statutes, all operating expenses incurred by the Association to the extent such expenses exceed the Assessments receivable from Owners and other income of the Association, while the Declarant is in control.

5.4. Date of Commencement Assessments. The Assessment for each Lot shall begin upon conveyance of the Lot/Unit to a Member other than the Declarant. The first Assessment for each Lot shall include a capital contribution in an amount equal to _____ Dollars ($.00) in addition to the Assessment determined under Section 5.3 of these Covenants. The first Assessment shall be in the amount and shall be payable in advance at the place established by the Association and at the time of the conveyance of a Lot/Unit to a purchaser.

5.5. Special Assessments. The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund that may be established as a part of the annual assessment. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of sixty percent (60%) of the Owners.

5.6. Effect of Non-Payment of Assessments: Remedies of the Association: Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars ($25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments by non-use of Common Area or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorney's fees and costs for the enforcement of the rights herein.

5.7. Subordination of Lien to Mortgages: The lien of any assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure but not for assessments which fall due after such date. The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

5.8. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Area which is necessary by reason of carelessness, neglect or willful action or by that of the Owner's family, guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as other Assessments provided for in these Covenants.

5.9. Violation of Covenants. Any amounts owed by any Owner to the Association as the result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or residences shall be due and payable within fifteen (15) days from the date of receipt by the Owner of a statement for such amounts from the Association. If any said sums are not paid when due, the Association may enforce collection as herein provided.

ARTICLE VI
Rights and Duties of Association.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Declarant or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies

provided at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

6.1. Common Area Rights. The Association shall have the right:

(a) to adopt reasonable rules and regulations pertaining to the use of the Common Area, the preservation of such property, and the safety and convenience of the other users of the Common Area;

(b) to convey or encumber any Common Area if authorized by two-thirds (2/3) of the Members.

(c) to assess fines for violation of these Covenants, which amounts shall be added to the next installment of the annual Assessment to which the Unit/Lot is subject.

6.2. Duty to Maintain Common Area. The Association shall have the duty to maintain all Common Area. The duty to maintain shall include the maintenance of all private roadways depicted on the Plat and appurtenant sidewalks; maintenance of the entryway, lighting, painted surfaces and all vegetation and supplemental plantings located upon the Common Area. The Association is fully authorized to otherwise keep the Common Area in a safe and attractive condition and to maintain reasonable standards of safety and appearance through the subdivision.

6.3. Duty to Maintain Surface Water or Stormwater Management System. For the Committed Lands subject to this Declaration, the Association shall have the duty to maintain, operate and repair the Surface Water or Stormwater Management System. Assessments imposed by the Association shall be used, inter alia, for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other stormwater capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Association Assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

For any portion of the Total Lands that are not Committed Lands, each property owner shall be responsible for his prorata share of the maintenance, operation and repair of the surface water or stormwater management system. "Suface Water or Stormwater Management System" means a system which is designed and constructed or implementsed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Each property owner shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the District.

Any amendment to the Deed Restriction which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the District.

6.4. Duty to Maintain Swales. The Declarant may construct a Drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage

Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

6.5. Attorneys Fees. The Association shall be entitled to recover reasonable attorneys' fees and costs for the enforcement of any of its rights herein.

ARTICLE VII
Rights Reserved by Declarant

7.1. Eminent Domain. If all or part of any easement granted by Declarant over property of the Declarant is taken for eminent domain, no claim shall be made by the Association or any Owner other than Declarant for any portion of any award, provided Declarant shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

7.2. Easements for Utilities. The Declarant reserves a perpetual easement on, over and under the easements and Common Area shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Declarant may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by Declarant are and shall remain private easements and the sole and exclusive property of the Declarant.

7.3. Maintenance Easement. The Declarant reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Area

7.4. Declarant Rights Regarding Temporary Structures, Etc. Declarant reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Declarant and to erect and maintain or to permit commercial and display signs as Declarant, in its sole discretion, deems advisable. Declarant reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Declarant. Nothing in this paragraph allows any use or structure not in conformance with the City of Palm Bay Code.

7.5. Further Restrictions. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-ways on any Lot in the subdivision owned by Declarant and on the Common Area. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Area.

7.6. Release of Restrictions, Easements. If a residence is erected, or the construction of the residence is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Area, or easement area, Declarant shall have the right to release the Lot from the restriction it violated. Declarant shall also have the right to grant an easement to permit encroachment by the Residence over the Lot line, or on the Common Area, or the easement area, so long as Declarant, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision except that Declarant shall not release any Lot from any restriction related to the stormwater management system or conservation easement or permit encroachment into any drainage easement or conservation easement. This subpart does not effect any right, claim, restriction, ordinance, law or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions.

7.7. Amendment of Declaration. The Declarant reserves the right to amend this Declaration unilaterally prior to the Transfer Date, without prior notice and without the consent of any Person, provided such amendment is not unequivocally contrary to the General Plan of Development, and further provided Declarant obtains the prior written consent to such amendment, if any, required from any governmental agencies.

ARTICLE VIII
Use Restrictions and Architectural Control

8.1. Single Family Residence. All Lots are residential parcels and shall be used exclusively for single family residential purposes. Detached storage buildings are not permitted. Nothing herein shall be deemed to prevent an owner from leasing a Unit to a Single Family, subject to the terms, conditions, and covenants contained in this Declaration. Nothing herein shall be deemed to prohibit an exterior dog house. No Lot may be subdivided.

8.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association.

8.3. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against owners, shall also apply to all occupants of any Lot. In order to enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

"The Leased Premises are a part of a Subdivision. All persons occupying property in Rolling Meadow Lakes Subdivision are required to observe the Covenants and Restrictions of Rolling Meadow Lakes Homeowners Association, Inc. Copies of all Covenants and Restrictions are to be obtained from the Landlord."

In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

8.4. Business Use.

i. The Units shall be used solely for Single Family purposes. However, nothing herein shall be deemed to prevent an Owner from using a Unit for "limited home business uses. The term, limited home business uses, are such uses as are not apparent or detectable by sight, sound, or smell from outside the Unit; the uses do not involve regular visits of customers or clients to the Unit or door-to-door solicitation of residents of the Properties; and the business activity is consistent with the residential character of the Properties and does not violate these Use Restrictions. Examples of "limited home business uses" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business uses that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion. With the exception of limited home business uses, the Units shall not be used in any trade, business, professional or commercial capacity.

ii. Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of prohibited business uses, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any twelve (12) month period.

iii. Nothing contained herein shall prohibit the Declarant from carrying on any and all types of construction activity necessary to accomplish the general plan of development, including the construction and operation of a sales model and office by the Declarant until all of the units have been sold.

8.5. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No illegal, noxious, or offensive activity shall be carried on in any Unit, which would tend to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

8.6. Maintenance of Units. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an owner fails to maintain his Unit as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Rolling Meadow Lakes; provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, may be charged to the Owner and, as charged, shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

8.7. Easements. Except as constructed by the Declarant or substantially similar replacements thereof, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

8.8. Laundry. No portion of the Lot shall be used for the drying or hanging of laundry, unless such laundry is screened from public view, so that the laundry is not visible from any Road, or from adjoining Lots. This provision is not intended to prohibit the drying or hanging of laundry on a Lot.

8.9. Vehicles. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Properties, any driveway, or designated parking space within the Properties except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Properties as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

8.10. Parking and Garages. Except as above noted, vehicles shall be parked only in the garages or in the driveways serving the Units, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be uses as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

8.11. Animals and Pets. No animals shall be raised, bred or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and hold them harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

8.12. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Declarant, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

8.13. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or

transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, unless installed by the Declarant, without the prior written approval of the ACC (hereinafter defined),

8.14. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property standards Supplement. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

8.15. Windows and Front Porches. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.

8.16. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Declarant shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which shall not be unreasonably withheld.

8.17. Hurricane Season. Each Unit Owner who intends to be absent from his Unit during the hurricane season (May 1 – November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

i. Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and
ii. Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. St no time shall hurricane shutters, other than shutters installed by the Declarant, be permanently installed, without the consent of the ACC.
iii. If approved by the ACC, temporary or permanent exterior shutters may only be closed during a storm event or when a storm event is imminent. A "storm event" is defined as a meteorological event in which winds in excess of 40 mph or rainfall has occurred, or is expected to occur on the Properties, within 6 hours.

8.18. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.

8.19. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, and similar items must be approved by the ACC.

8.20. Irrigation.. The Declarant shall install a sprinkler system on each Lot. Except for sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval from the ACC has been obtained.

8.21. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Declarant or St. John's Water Management District may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewer, or storm drains. Declarant, hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Property.

8.22. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

8.23. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

8.24. Lakes and Water Bodies. Boating on the navigable waterways shall be limited to watercraft, boats or vessels of no more than 15' in total length which shall be powered by paddles, wind, or electric motors only. Diesel or fossil fuel powered engines or motors are expressly prohibited (including, but not limited to waverunners, jetski's, gas powered boats). Swimming is not advised and is done at the person's own risk. The Association and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties, if any.

8.25. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association, if any, or erected with the Properties, if any, shall be used at the risk of the user, and neither the Association nor the Declarant shall be held liable to any Person or any claim, damage, or injury occurring thereon or related to use thereof.

8.26. Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The board of the Association shall give an owner in violation of the rules and regulations of the Rolling Meadow Lakes Homeowners Association, written notice of the violation by U.S. "Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and regulations and prevail in such action, then the offending Unit Owner (for himself or his Single Family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE IX
Construction Restrictions

Construction Restrictions. Construction restrictions for Rolling Meadow Lakes Subdivision Lots are imposed as follows:

(a) A minimum _____ ( ) foot set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum five (5.0) foot set back shall be maintained between the side walls of all structures and the side Lot line. A minimum of _____ ( ) feet shall be maintained on all corner Lots between the side walls of all structures and the side Lot line. A minimum _____ ( ) foot set back shall be maintained between the rear wall of all living structures and the rear Lot line. Patio structures may encroach into the rear yard setback as allowed by the City of Palm Bay.

(b) The minimum floor area for a dwelling shall be fourteen hundred (1,400) square feet.

"Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

(c) All utilities whatsoever shall be installed underground.

(d) All roofs shall have a pitch at a minimum of 5/12.

(e) Roof shingles shall be fiberglass 25 year dimensional shingles. However, a barrel tile roof may be constructed when approved by the ACC.

(f) Exterior materials of any Lot such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the ACC Committee.

(g) All landscaping on the Common Area shall meet minimum City of Palm Bay standards and requirements. All vegetation on the Common Area must be fully irrigated and sodded with floratam or Zoysia.

(h) All Lots must be fully irrigated and sodded with floratam or Zoysia grass. The sod on lake front Lots shall extend to the edge of the lake water.

(h) Materials of any Lot such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the ACC Committee.

(i) Any and all docks must be built in accordance with the specifications of the ACC and with the materials specified by the Declarant and/or the ACC. All construction of docks must be approved by the Declarant or the ACC.

ARTICLE X
Common Areas

10.1. Title to Common Area. The Declarant shall not be required to convey title to the Common Area or any portion thereof to the Association until the Transfer Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, (excepting only such portions of the Common Areas which may be subject to express easements which may provide for the maintenance of 49% of such portions of the Common Areas to be provided by the easement grantee), and for the payment of all real estate taxes and other assessments which are liens against the Common Area, from and after the recording of this Declaration. On or before the Transfer Date, the Declarant shall convey the Common Area to the Association by quitclaim deed. The Declarant shall not be required to provide any title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.

10.2. Rules and Regulations Governing Use of Common Areas. The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration may be enforced by legal or equitable action as provided herein or therein.

10.3. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of a Subsequent Amendment recorded in the public records of the County.

10.4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate other traffic regulations. The board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against owners who violate the traffic regulations and against Owners whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines shall be collected in the same manner as an individual assessment in accordance with the Declaration from the Owner who violates the traffic regulations, or from the Owner whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Board.

10.5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XI
Easements

11.1. Easements for all Owners. The Declarant hereby grants a perpetual no-exclusive easement to the Association and to the Unit Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way and other Common Areas. The Declarant hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the general plan of development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

11.2. Easements for Townhouse Unit Owners. The Declarant hereby grants a perpetual easement to all Townhouse unit Owners for driveway and vehicular access across driveways located on the Common Areas where such

Townhouse Units are accessed from an alley. The Declarant also grants a perpetual easement over the Common Area to all Townhouse Unit Owners for any air conditioning pads and air conditioning equipment located thereon located adjacent to the end Units of any Townhouse Unit building. Any utility or service provider requiring access to such air conditioning pads or equipment shall likewise have the right of ingress and egress over such portions of the Common Area as may be needed to service, repair, or replace such air conditioning equipment.

11.3. Easements for Utilities.

A. Common Areas. The Declarant hereby also grants a perpetual nonexclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Common Areas, provided, however, that any such installation or maintenance shall not diminish any pre-existing uses, and further providing such company restores any disturbed area substantially to the condition existing prior to their activity. No utility service line or system may be installed or relocated within the Common Areas without the consent of the Association.

B. Townhouse Units. The Declarant hereby also grants a perpetual utility easement on the exterior walls of end Units of Townhouse Unit buildings, and under the garages of all of the Townhouse units for the use and benefit of the Townhouse Unit Owners owning Units within such Townhouse Unit building. It is expressly understood that the construction of Townhouse Units shall occur over the underground easements. These easements are for ingress, egress, installation, replacement, repair and maintenance of utility meters and lines for electricity, air conditioning refrigerant, telephone, cable TV and other telecommunication services. It shall be expressly permissible for the Declarant or the providing utility or service company to inspect, monitor, read meters, and install and maintain facilities and equipment on the end Units of Townhouse Unit buildings and under Townhouse Unit garages, and to insert and maintain wires and lines within conduits under such garages, providing such utility company restores any disturbed area substantially to the condition existing prior to their activity. Unless maintenance, repairs, or replacement of underground utility lines are required, and such service cannot be accomplished from the exterior of the Townhouse Unit building by removing such lines from their respective conduits, then it shall be permissible for such utility or service provider to excavate such lines and to perform any necessary maintenance, repairs or replacements, providing thereafter, such company restores any disturbed area substantially to the condition existing prior to its activity. The Owner of the garage floor surface shall have complete surface rights unless such maintenance repairs or replacements from the surface of the garage floor are necessary.

11.4. Easements for Access and Drainage Facilities. Easements for the installation and maintenance of drainage facilities are granted to the Association, and the Declarant as shown on the Plat of Rolling Meadow Lakes. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Declarant.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is apart of the surface water or stormwater management system, at a reasonable time an in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the District.

11.5. Easements for Encroachments. The Declarant hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Unit or in the event that any Unit now or hereafter encroaches upon the Common Area or any other Lot, as result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System (Primary), without the written consent of the St. John's Water Management District.

11.6. Easements to the Association. The officers, agents, employees, and independent contractors of the Association shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Association, as set forth in the Declaration, the Articles and By-Laws of the Rolling Meadow Lakes Homeowner's Association.

11.7. Easements to Institutional Mortgagees. Easements are hereby granted to all Institutional Mortgagees holding mortgages upon any portion of the Property for the purpose of access to the property subject to its mortgage.

11.8. Easements to the Declarant. Easements are hereby reserved throughout the Common Areas, including without limitation, the Roads located on the Common Area and the easements shown on the Plat of Rolling Meadow Lakes, by Declarant, for the reasonable use of the Declarant, and the reasonable use of its agents, employees, licensees and invitees, for all purposes.

11.9. Conservation Easement Areas. Pursuant to the provisions of Section 704.0;6, Florida Statutes, the Declarant hereby voluntarily grants and conveys to the St. Johns river Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the "Conservation Easement"). Declarant fully warrants title to said Conservation easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. The Declarant grants this Conservation Easement as a condition of permit number 4-009-15821-7 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

11.9.1 Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

11.9.2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying or trimming trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

11.9.3. Responsibilities. The Declarant or its successors and assigns, are responsible for the maintenance of the Conservation Easement Areas. In addition, the Declarant or its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation easement Areas.

11.9.4. Reserved Rights. . Declarant reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

11.9.5. Rights of District. To accomplish the purposes stated herein, the Declarant conveys the following rights to the District:

(a) To enter upon and inspect this Conservation Easement Areas in a reasonable manner and at reasonable times to determine if the Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

11.9.6. District's Discretion. District may enforce the terms of this Conservation easement at its discretion, but if Declarant breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or any of the District's rights under this Conservation Easement.. No delay or omission by the District in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of this Conservation Easement.

11.9.7. District's Liability. Declarant will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Declarant's ownership of the Conservation Easement Areas. Neither Declarant, nor any person or entity claiming by or through Declarant, shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation easement Areas.

11.9.8. Acts Beyond Declarant's Control. Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Declarant for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Declarant's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency conditions to prevent, abate or mitigate significant injury to the Conservation easement Areas or to persons resulting from such causes.

11.9.9. Amendment. The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

11.9.10. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

ARTICLE XII
Maintenance

12.1. Association's Responsibility.

A. Common Areas. The Association shall maintain and keep in good repair the Common Areas as described in this Declaration. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; all roads and alleys within the Common Areas, which are not publicly dedicated and maintained, all road and identification signage; drainage easements and other easements; drainage facilities and water control structures; sidewalks located within rights-of-ways; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. The cost to the Association of maintaining the Common Areas shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

B. Front Yard and Irrigation Maintenance, and Public Property. The Association may maintain property which it does not own, including, without limitation, the front yards (street side) of the Units, and property dedicated to the public. The front yard of a Unit shall include all portions of a Lot as it is originally landscaped by the Declarant, lying street side of an imaginary line created by the horizontal plane of the front door of the Unit in a closed position. The maintenance of the front yards of Units shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect (if appropriate), of all planting and sodding of front yards of the Units; all drainage facilities, pipes, lines and easements associated with the front yards of Units; and sidewalks located within Lots. The Association shall also maintain the irrigation system or facilities installed throughout each Lot. The cost to the Association of maintaining the front yards of the Units, the irrigation system installed throughout the Lots, and property dedicated to the public shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration. The maintenance of property dedicated to the public shall only be undertaken in the event that the Board determines that such public property maintenance is necessary or desirable. This provision is not intended to make the Association the insurer of any Lot.

12.2. Owner's Responsibility. All maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall maintain his or her own Unit, and the structures, driveway, sidewalks, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard, and all applicable covenants. Where applicable, each Owner of a Unit adjacent to an alley shall maintain, repair and replace all landscape lying within the right of way of an adjacent alley between the Unit boundary and the paved portion of the alley in a manner consistent with the Community-Wide Standard.

A. Townhouse Unit Owner's Maintenance Responsibility.

i. Maintenance of the Exterior of the Townhouse Unit. Subject to the maintenance duties of the Association, each Townhouse Unit owner shall maintain his or her own Townhouse Unit, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Each Unit Owner shall maintain his own lawn and landscaping located in the rear yard of his Lot. The rear yard of a Lot includes all portions of the Lot which is not

the front yard (defined above). Notwithstanding the foregoing, the Association shall be responsible for normal and routine pressure cleaning and painting of the Shared Roofing (defined below), boundary walls and fences of a Unit. The Board shall determine the need for such cleaning and painting from time to time. All costs reasonably related to said cleaning and painting shall be borne by the Association as an Association Expense.

ii. Party Walls. The Units comprising each Townhouse Unit building are residential Townhouse Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Unit. The cost of maintaining each side of a party wall shall be borne by the Unit Owner using said side, except as otherwise provided herein. Each adjoining owner of a party wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

iii. Party Fences. Those walls, structures, or fences, 'which may be constructed between two adjoining Townhouse Units and are to be shared by the Owners of said adjoining Townhouse Units are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Townhouse Units bordering the fences. Each Townhouse Unit Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Townhouse Unit or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Unit. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Townhouse Unit owners, the Owners of the adjacent Townhouse Units shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Townhouse Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Townhouse Unit Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Townhouse Unit Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhouse Unit Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

iv. Shared Roofing. The entire roof of the Townhouse Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the shared

roofing shall share the cost of reasonable repair and maintenance of such shared roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the shared roof roofing may restore it. If other owners also have use of the shared roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

v. Damage. If a Townhouse Unit is damaged solely by the negligent or willful misconduct of a Townhouse Unit Owner, any expense to repair or reconstruct the Unit shall be borne solely by such wrongdoer. If a Townhouse Unit is damaged through an act of God or suffers some other casualty loss, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhouse Unit building, subject to the procedures of the ACC set forth herein. If the Unit Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Unit(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repairs or reconstructed Townhouse Unit for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the capital contribution funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Default Assessments.

vi. Modifications. No Townhouse Unit Owner shall paint, refurbish or modify the exterior surfaces of his Unit without the prior written consent of the ACC. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Units by the Association and as an Association Expense, a Townhouse Unit Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the ACC.

vii. Failure to Maintain. In the event a Unit Owner shall fail to maintain correct Lot drainage and to maintain the premises and the improvements thereon, as provided herein, the Association, after reasonable notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the Unit and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Special Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

B. Single Family Home Owner's Maintenance Responsibility.

i. Maintain in Good Condition. Each Home Owner shall maintain the exterior of his single family home, including the walls and fences, where applicable, in good condition and repair.

ii. Modifications. No single family home owner shall authorize the painting, refurbishing or

modification of the exterior surfaces of his Unit without the prior written consent of the ACC. A single family home Owner may perform such repainting or refinishing at his own expense with the prior written consent of the ACC.

iii. Failure to Maintain. In the event an Owner of any, single family home lot shall fail to maintain the premises and the improvements thereon, as provided herein and in accordance with the Community Wide Standard the Association, after notice to the Owner, shall have the right to enter upon any lot to correct drainage and to repair, maintain and restore the exterior of the single family home lot and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Default Assessment against such lot.

iv. Homeowner's Insurance. Each Owner of a single family home shall maintain physical damage insurance for his or her single family home in an amount equal to the replacement value of the home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Unit.

ARTICLE XIII
Assessments

13.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property hereby covenants and each Owner of a Lot by accepting a deed for the Lot is deemed to covenant to pay to the Association: (A) Assessments to fund Association Expenses for the benefit of all Members of the Association; (B) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (C) Default Assessments which may be assessed against a Lot pursuant hereto for the Owner's failure to perform an obligation under the Homeowner's Documents or because the Association has incurred an expense on behalf of the Owner under the Homeowners Documents.

All Assessments together with fines, interest, costs, attorneys' (and legal assistants') fees and other expenses will be a charge on the land and will be a continuing lien upon the Lot against which each such Assessment is made until paid.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses, will also be the personal and individual obligation of the owner of such Lot as of the time the Assessment falls due, and two or more owners of a Lot will be jointly and severally liable for such obligations. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

13.2. Annual Assessments for Association Expenses.

A. Computation of Assessments. It shall be the duty of the Board at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

i.Maintenance, repair and replacement. All expenses necessary to meet the Association's responsibility to maintain the Units, lawns, landscaping and irrigation systems located in the front yards of each Unit, and to maintain the Common Areas in accordance with the requirements of this Declaration.

ii. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges, if any, for water, gas, electricity, telephone, irrigation quality water, sewer and any other type of utility or service charge.

iii.Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Unit Owners at any meeting thereof, shall determine to be in the best interest of the Association. Nothing contained herein is intended to require that the Association insure any Unit or Lot from any liability or casualty risk.

iv.Insurance Trustee. If required or appropriate, all expenses necessary to retain and continue to retain a lending institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

v. Taxes. All taxes levied or assessed upon the Common Areas, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

vi. Miscellaneous expenses. The costs of administration for the Association, including any secretaries, accounting service, bookkeepers, or employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit. Bulk rate charges for cable television may be assessed as Association Expenses, if the Association becomes a party to a single billing service for cable television services provided to all of the Owners. In a bulk rate agreement, the gross amount billed to the Association by the cable television provider will remain fixed for a period of time, and the sum assessed to an Owner may vary depending on the number of Owners agreeing to accept cable television services. If a Unit Owner opts not to receive cable television service, the cost of cable television service shall increase for the balance of the Owners accepting cable television service, in order that the gross amount billed to the Association is always paid. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

vii. Indemnification. The costs to the Association to indemnify and save harmless Declarant from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Declarant may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions, contained in this Declaration.

Included also is the cost to the Association to indemnify its Board, committee members, and officers for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association

Expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Declarant in accordance with such paragraph. Any such Association Expense shall be reallocated amongst the Unit Owners and not the Institutional Mortgagees.

viii. Reserve funds. The costs to establish a reserve fund for replacement and/or capital refurbishment of the Common Areas and Association Property (the "capital contributions") in the amounts, if any, determined proper and sufficient by the Board. Each Owner acknowledges and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of same. The Association shall be responsible for maintaining the capital contributions in a separate reserve account, and to use such funds only for capital costs and expenses as aforesaid. This provision may only be amended by the affirmative vote of a two-thirds majority of the Members.

B. Apportionment of Assessments for Association Expenses. Each owner will be responsible for owner's share of the Association Expenses, which will be divided equally among the Lots submitted to this Declaration from time to time. Accordingly, at any given time, an owner's share of Association Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots then platted and submitted to the Declaration. Notwithstanding the preceding sentence, and Association Expenses or portion thereof benefiting fewer than all of the Lots will be assessed exclusively against the Lots benefited.

C. Collection. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October. The omission or failure of the Association to fix the Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to make pro rata refunds of any Assessments for Association Expenses in excess of the actual expenses incurred in any fiscal year.

D. Date of Commencement of Assessments. The annual Assessments provided for herein shall commence as to each Unit at the time that the title to such Unit is transferred from the Declarant to a third party purchaser, who upon receipt of title becomes a Member of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.

E. Capitalization of the Association. Upon acquisition of record title to a Lot from the Declarant, or any seller after Declarant, each Owner will contribute to the capital of the Association an amount equal to one-sixth of the amount of the Annual Assessment determined by the Board of Directors for the Lot for the year in which the owner acquired title. The Association will maintain the working capital funds in segregated accounts to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Such payments to this fund will not be considered advance payments of Annual Assessments.

13.3. Special Assessments.

A. Determination by Board. The Board may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; the cost of replacing any landscaping materials severely damaged or destroyed by any casualty; or, after adopting an annual budget to make up any shortfall in the current year's budget. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B.Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments for Association Expenses.

C.Notice. Notice of the amount and due dates for such special Assessments must be sent to each Owner at least 30 days prior to the due date.

13.4. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Association Expense Assessments and Special Assessments) levied against an Owner pursuant to the Homeowners Documents, or any expense of the Association, which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Homeowners Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association as a result of the failure of an Owner to abide by the Homeowners Documents, or to remedy or abate any emergency, constitutes a Default Assessment, enforceable as provided in this Declaration.

13.5. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

13.6. No Waiver. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of common Areas or abandonment, of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under thief Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

13.7. Declarant Obligation. Until the Transfer Date, on all units on which Assessments have commenced, the Declarant shall be obligated for the difference between the amount of Assessments levied on such Units, and the amount of actual expenditures required to operate the Association. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

13.8. Subsidy Contracts. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Association Expenses.

13.9. Subordination of the Lien to Institutional Mortgagees. The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an institutional mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of an institutional mortgage or as a result of a deed in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for an Assessment thereafter becoming due. Where the Institutional Mortgagee holding a first mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the Association Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of

Association Expenses or Assessments shall be deemed to be Association Expenses collectible from owners of all the Units, including such acquirer, its successors and assigns.

13.10. **Exempt Property**. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments and Special Assessments:

A. All Common Areas; and

B. All property dedicated to and accepted by any governmental authority, or public utility.

ARTICLE XIV
Establishment and Enforcement of Liens

14.1. **Lien for Assessments.** All Assessments, together with interest (at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs), costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

14.2. **Effective Date of Lien.** Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any institutional mortgage. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

14.3. **Remedies.** In the event any Owner shall fail to pay his or her Assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. Late Charge. To impose a late charge not in excess of $25.00.

B. Acceleration of Assessments. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

C. Attorneys' Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys l fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The

lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

B. Action at Law. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

14.4. **Rights upon Foreclosure.** The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a)no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XV
Insurance

1. Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements, personal property and supplies, if any, from casualty losses, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. Casualty Insurance Exclusions. The coverages for casualty EXCLUDE the following:

i. Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

ii. Floor, wall, and ceiling coverings.

B. Casualty Insurance Inclusions. The coverage for casualty losses will INCLUDE, where applicable the following:

i. Loss or damage by fire or other hazard covered by a standard extended coverage endorsement;

ii. All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

iii Agreed Amount and Inflation Endorsement, when it can be obtained;

iv. Demolition Cost Endorsements, contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

v. A standard mortgagee clause.

i. L
o
s
s or damage by fire or

B. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

he Association and against the owners, individually and as a group;

i. Subrogation in

ii. The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

iii. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

D. Other Provisions. In addition, the policy shall provide that:

i. Any Insurance Trust Agreement will be recognized;

ii. The policy shall be primary, even if an owner has other insurance that covers the same loss; and

iii. The named insured shall be the Association for the use and benefit of the Unit Owners. The "loss payable" clause should show said Association or the designated insurance trustee as true trustee for each Owner and each owner's mortgagee.

2. Unit Insurance. Each Unit Owner shall maintain a policy or policies to insure his or her Unit from all casualty losses.

3. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances, Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board of Directors, with approval of the oldest unsatisfied mortgagee having an effective lien thereon, shall make the determination to repair or reconstruct. The adjoining owner shall be bound by this determination. If a Unit is damaged by a casualty the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specification of the Unit. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment power and lien rights of the Association for Association Expenses.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the General Plan of Development is maintained by requiring damaged Units to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the ACC. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas, for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Unit shall be assessed to such Unit Owner.

4. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than $1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association (and the Declarant until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

5. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds {or insurance} shall meet the following requirements.

A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Amount of Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association; and

C. Waivers. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression;

D. Notice of Cancellation. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.

6. Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.

7. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

8. Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them, and shall include Institutional Mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

9. Premiums.
Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a Unit or its appurtenances is misused or abandoned then the Owner of such Unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each mortgagee upon request.

10. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the Unit Owners and their mortgagees in the following shares:

A. Share of Proceeds. An undivided share for each Unit owner that share being the same as such Owner's undivided share in the Association Expenses.

B. Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and such Owner, as their interests may appear; however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be reconstructed or repaired, and unless provided by the terms of the mortgage, no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the mortgagee.

11. First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.

12. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least 10

days before it cancels or substantially changes the coverage.

13. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each mortgagee or other lienor of a unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XVI
Architectural Control

1. Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) or more persons appointed by the Board. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any property subject to this Declaration or subject to annexation to this Declaration.

2. Community-Wide Standard. The ACC shall regulate the external appearance, use, and maintenance of the General Plan of Development and or improvements thereon in such a manner as to comply with and meet the Community- Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. As regards the Declarant, or any successor Declarant, nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of property to be developed or under development, or dwellings to be constructed, or under construction.

3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board or the Declarant assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

4. Failure to Approve. In the event the ACC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, if any, approval will be deemed granted.

5. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

6. Conditions.

A. Definitions. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the approval of the ACC has been obtained.

B. Approval by ACC. No construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

B. Additional Plantings. No additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved by the Association.

C. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

D. Antennae. No television or other outside antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific consent of the ACC.

F. Typical Completion Deadline. Unless specifically excepted by the ACC, all improvements for which an approval of the ACC is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements.

G. Debris Deposit. No construction shall be commenced unless. and until a returnable debris deposit of $500.00 has been posted by the Unit Owner with the Association. The debris deposit shall be used tO correct any damage to the common areas resulting from the construction activity. If no damage is done to the common areas by the construction activity, the debris deposit will be returned to the Unit Owner.

8. Variances. The ACC may authorize variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE XVII

1. Covenants Running With the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Declarant, the Association, and the Owners.

2. Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plat of the Property, which plat is recorded or to be recorded in the Public Records of the County.

ARTICLE XVIII

Declarant's Rights

1. Declarant's Transfer Right. Any or all of the special rights and obligations of the Declarant may be transferred or assigned to other Persons, provided that the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of the County. Nothing in this Declaration shall be construed to require Declarant or any successor or assign to develop any property other than the property described in Exhibit A.

2. Declarant's Sales Offices. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sales of Units by Declarant within any phase of Rolling Meadow Lakes shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any facility which may be owned by the Association, as models and sales offices, respectively.

3. Right of Approval. So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

4. Termination of Declarant's Rights. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the Transfer Date.

ARTICLE XIX

Mortgagee's Provisions

The following provisions are for the benefit of holders, insurers, or guarantors of institutional mortgages on Units in the Properties.

1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

   A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is an institutional mortgage held, insured, or guaranteed by such eligible holder;

   B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder, insurer, or guarantor of an institutional mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

   C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

   D. Actions Requiring Consent. Any proposed action which would require the consent of a specified percentage of eligible holders, insurer, or guarantors of institutional mortgages.

2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the Institutional Mortgages or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

   A. Common Areas. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this provision.)

   B. Assessments. Change the method of determining the obligations, assessments, or other charges which may be levied against a Unit.

   C. Architectural Regulations. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area within its jurisdiction or control. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)

   D. Insurance Lapse. Fail to maintain insurance, as required by this Declaration.

   E. Use of Insurance Proceeds. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the Institutional Mortgagees of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

6. Failure of Mortgagee to Respond. Any Institutional Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Mortgagee within thirty (30) days of the date of the Association's request.

7. Financial Statements. Any holder of an institutional mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XX
Enforcement of Declaration

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Unit Owner may, but shall not be required to, seek enforcement of the Declaration, including, without limitation, enforcement of any breach of, or failure to comply with, any governmental order, regulation, ordinance, permit condition, or other requirement. Any Unit Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party. In addition, the Association shall be entitled to recover its attorney's fees incurred against an owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an assessment and collectible in the same manner as an assessment. The failure or refusal of the Declarant, the Association, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE XXI

Amendments

1. Amendment Date. Until the closing of the first conveyance of a Unit by Declarant to an Owner, other than Declarant, (Amendment Date), any amendment may be made by Declarant with consent of any mortgagee who has advanced funds for construction or who is under contract to advance construction funds, if any.

2. Consent of Mortgagee. With the exception of Subsequent Amendments, which may be made at any time; after the Amendment Date, this Declaration may be amended only by consent of fifty-one percent (51%) of all Unit Owners together with the consent of the institutional mortgagee with the highest aggregate mortgage indebtedness on the Units. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.

3. Limitation on Amendments. No amendment to the Article entitled "Assessments" or the Article entitled "Enforcement and Establishment of Liens", and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any Owner, the Declarant, or any institutional mortgagee under this Declaration without the specific written approval of the Owner, the Declarant or institutional mortgagee affected thereby. In addition, any amendment which would affect the Water Management System must have the prior approval of the St. John's Water Management District.

4. Scrivener's Errors. Prior to the Transfer Date, the Declarant may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board; provided that such amendment is reasonable and does not adversely affect in a material manner an Owner's property rights. Such an amendment shall be signed by the Declarant alone and copy of the amendment shall be furnished to each Owner, the Association, and all institutional mortgagees as soon after recording thereof amongst the public records of the County, as is practicable.

5. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of the County.

ARTICLE XXII

Conveyances

In order to assure a community of congenial residents and thus protect the value of the Units in Rolling Meadow Lakes, the sale or lease of Units shall be subject to the following provisions, and shall also be subject to the procedures and provisions governing the sale, lease or other transfer of Units as set forth in the Declaration of Covenants and Restrictions:

1. Notice to Association The Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such

lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Approval. upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Associations approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

4. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of land to void any lease at any time prior, to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

ARTICLE XXIII
Termination

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Unit Owners and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.

2. Termination Document. If this Declaration is terminated in accordance herewith, it is hereby declared by the Declarant, and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination document shall require:

   A. Use of Units. That all Units shall continue to be used subject to the use restrictions set forth in Article III hereof.

   B. Common Areas. All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common, and each Unit owner shall remain obligated to pay his prorata share of expenses to continually maintain the Common Areas.

3. Limitation on Termination. The Unit Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Declarant, the Association, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof is recorded amongst the Public records of the County, an instrument signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the units agreeing to terminate this Declaration, upon which event this

Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

ARTICLE XXIV

Miscellaneous

1. No Waiver. The failure of the Declarant, the Association, or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

6. Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a "first mortgage shall be entitled, upon written request after reasonable notice to a financial statement of the Association for the immediately preceding fiscal year.

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Rolling Meadow Lakes has been signed by the Declarant and the Association on the day and year first above set forth. The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

ROLLING MEADOW LAKES, INC.

(Corporate Seal)

By: _____
Andrew R. Machata, President

ROLLING MEADOW LAKES
HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

By: _____
Andrew R. Machata, Director

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Andrew R. Machata, President of ROLLING MEADOW LAKES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

_____
Notary Public

Name: _____

My Commission #: _____

Expiration Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Andrew R. Machata, President of ROLLING MEADOW LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

_____
Notary Public

Name: _____

My Commission #: _____

Expiration Date: _____

EXHIBIT A

ROLLING MEADOW LAKES, P.U.D., according to the Plat thereof, recorded in Plat Book _____, Pages _____ Public Records of Brevard County, Florida.

Site Provided by
governmax.com

Tax Record

print

Account Number
1 of 1

Last Update: 6/30/2014 3:02:57 PM EDT

Details
- **Tax Record**
  - Print View
- Appraiser Data
- Tax Payment
- Payment History
- TPP Appr. Data
- Legal Desc.
- Print Tax Bill NEW!
- Address Change

Searches
- **Account Number**
- Mailing Address
- Folio Number
- Owner Name
- Property Address
- GEO Number

Site Functions
- Welcome
- **Tax Search**
- Local Business Tax
- County Login
- Contact Us

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000220	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address
1400 WILLOWBROOK ST PALM BAY

GEO Number
303706001

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 370600 1 1400 WILLOWBROOK ST PALM BAY ALL EX RD & DITCH R/WS

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	513,740	0	$513,740	$2,478.23
BREVARD LIBRARY DISTRICT	0.5896	513,740	0	$513,740	$302.90
BREVARD MOSQUITO CONTROL	0.2119	513,740	0	$513,740	$108.86
S BREVARD REC DIST 2001-2020	0.1304	513,740	0	$513,740	$66.99
SCHOOL - BY STATE LAW	5.3580	513,740	0	$513,740	$2,752.62
SCHOOL - BY LOCAL BOARD	0.7480	513,740	0	$513,740	$384.28
SCHOOL - CAPITAL OUTLAY	1.5000	513,740	0	$513,740	$770.61
CITY OF PALM BAY	8.6326	513,740	0	$513,740	$4,434.91
PALM BAY ROAD MAINTENANCE DIST	0.0000	513,740	0	$513,740	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	513,740	0	$513,740	$168.66
FLA INLAND NAVIGATION DIST	0.0345	513,740	0	$513,740	$17.72
SEBASTIAN INLET DISTRICT	0.1124	513,740	0	$513,740	$57.74
ENV END LD/WTR LTD 05-24	0.0566	513,740	0	$513,740	$29.08
ENV END LD/WTR LTD(DBTP) 05-24	0.1159	513,740	0	$513,740	$59.54
S BREVARD REC DIST (DSTP)01-20	0.4696	513,740	0	$513,740	$241.25
Total Millage	23.1117	Total Taxes			$11,873.39

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
Y158	SOLID WASTE DISPOSAL	$458.98
	Total Assessments	$458.98
	Taxes & Assessments	$12,332.37

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0002	2013	$11,839.08

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number	Tax Type	Tax Year
3000218	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303705HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
5400

Escrow Code

Legal Description
30 3705HF 250 SAN SEBASTIAN FARMS W 1/2 EX RD & DITCH R/WS

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	72,420	0	$72,420	$349.35
BREVARD LIBRARY DISTRICT	0.5896	72,420	0	$72,420	$42.70
BREVARD MOSQUITO CONTROL	0.2119	72,420	0	$72,420	$15.35
S BREVARD REC DIST 2001-2020	0.1304	72,420	0	$72,420	$9.44
SCHOOL - BY STATE LAW	5.3580	72,420	0	$72,420	$388.05
SCHOOL - BY LOCAL BOARD	0.7490	72,420	0	$72,420	$54.23
SCHOOL - CAPITAL OUTLAY	1.5000	72,420	0	$72,420	$108.63
CITY OF PALM BAY	8.6326	72,420	0	$72,420	$625.17
PALM BAY ROAD MAINTENANCE DIST	0.0000	72,420	0	$72,420	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3203	72,420	0	$72,420	$23.78
FLA INLAND NAVIGATION DIST	0.0345	72,420	0	$72,420	$2.50
SEBASTIAN INLET DISTRICT	0.1124	72,420	0	$72,420	$8.14
ENV ENH LD/WTR LTD 05-24	0.0566	72,420	0	$72,420	$4.10
ENV ENH LD/WTR LTD(DSTP) 05-24	0.1159	72,420	0	$72,420	$8.39
S BREVARD REC DIST (DSTP)01-20	0.4695	72,420	0	$72,420	$34.01

Total Millage	23.1117	Total Taxes	$1,673.76

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$1,673.76

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0001	2013	$1,606.81

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number	Tax Type	Tax Year
3000268	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address
1200 WILLOWBROOK ST PALM BAY

GEO Number
303707001

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 370700 1 1200 WILLOWBROOK ST PALM BAY N 1/2 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	72,220	0	$72,220	$348.38
BREVARD LIBRARY DISTRICT	0.5896	72,220	0	$72,220	$42.58
BREVARD MOSQUITO CONTROL	0.2119	72,220	0	$72,220	$15.30
S BREVARD REC DIST 2001-2020	0.130e	72,220	0	$72,220	$9.42
SCHOOL - BY STATE LAW	5.3580	72,220	0	$72,220	$386.95
SCHOOL - BY LOCAL BOARD	0.7480	72,220	0	$72,220	$54.02
SCHOOL - CAPITAL OUTLAY	1.5000	72,220	0	$72,220	$108.33
CITY OF PALM BAY	8.6326	72,220	0	$72,220	$623.45
PALM BAY ROAD MAINTENANCE DIST	0.0000	72,220	0	$72,220	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	72,220	0	$72,220	$23.71
FLA INLAND NAVIGATION DIST	0.0345	72,220	0	$72,220	$2.49
SEBASTIAN INLET DISTRICT	0.1124	72,220	0	$72,220	$8.12
ENV END LD/WTR LYD 05-24	0.0566	72,220	0	$72,220	$4.09
ENV END LD/WTR LYD(DETM) 05-24	0.0159	72,220	0	$72,220	$1.37
S BREVARD REC DIST (DBTP)01-20	0.4696	72,220	0	$72,220	$33.91

Total Millage	23.1117	Total Taxes	$1,669.12

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$1,669.12

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0003	2013	$1,602.36

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number	Tax Type	Tax Year
3000275	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303708HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 3708HF 250 SAN SEBASTIAN FARMS NW 1/4 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	33,040	0	$33,040	$159.38
BREVARD LIBRARY DISTRICT	0.5896	33,040	0	$33,040	$19.48
BREVARD MOSQUITO CONTROL	0.2119	33,040	0	$33,040	$7.00
S BREVARD REC DIST 2001-2020	0.1304	33,040	0	$33,040	$4.31
SCHOOL - BY STATE LAW	5.3580	33,040	0	$33,040	$177.03
SCHOOL - BY LOCAL BOARD	0.7480	33,040	0	$33,040	$24.71
SCHOOL - CAPITAL OUTLAY	1.5000	33,040	0	$33,040	$49.56
CITY OF PALM BAY	8.6326	33,040	0	$33,040	$285.22
PALM BAY ROAD MAINTENANCE DIST	0.0000	33,040	0	$33,040	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	33,040	0	$33,040	$10.85
FLA INLAND NAVIGATION DIST	0.0345	33,040	0	$33,040	$1.14
SEBASTIAN INLET DISTRICT	0.1124	33,040	0	$33,040	$3.71
ENV MND LO/WTR LTD 05-24	0.0566	33,040	0	$33,040	$1.87
ENV MND LO/WTR LTD(DBTP) 05-24	0.1159	33,040	0	$33,040	$3.83
S BREVARD REC DIST (DBTP)01-20	0.4696	33,040	0	$33,040	$15.52

Total Millage	23.1117	Total Taxes	$763.61

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$763.61

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0004	2013	$733.07

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Office File Number	Effective Date	Commitment Number
05-195 REV 9-23	August 7, 2008 at 11:00 pm	

1. Policy or Policies to be issued:

   OWNER'S POLICY (10-17-92) with Florida Modifications — To be determined
   Proposed Insured:

   To Be Determined

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple, and title thereto is at the effective date hereof vested in:

   Rolling Meadow Ranch, Inc.. a Florida corporation

3. The Land is described as follows:

The West 1/2 of Section 5, all of Section 6, the North 1/2 of Section 7 and the Northwest 1/4 of Section 8, Township 30 South, Range 37 East, Brevard County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commence at the West 1/4 corner of said Section 7 as the Point of Beginning of the parcel of land herein described and run N00 degrees 56'31"W along the West line of said Section 7, a distance of 348.00 feet to the North line of that certain parcel of land described in Official Records Book 2612, Page 1863, Public Records of Brevard County, Florida; thence S89 degrees 30'06"E, along said North line, a distance of 5272.16 feet to the East line of said Section 7 (said line also being the West line of said Section 8); thence S89 degrees 41'55"E a distance of 2649.59 feet to the North-South quarter section line of said Section 8; thence S00 degrees 54'17"W, along said North-South quarter section line, a distance of 247.00 feet to the Southeast corner of the Northwest 1/4 of said Section 8; thence S89 degrees 26'11"W a distance of 2649.61 feet to the West 1/4 corner of said Section 8 (said corner also begin the East 1/4 corner of said Section 7); thence N89 degrees 50'09"W a distance of 5273.88 feet to the Point of Beginning.

TOGETHER WITH that certain easement for ingress and egress over the following described property located in Brevard County, Florida to wit:

Parcel 1: The North 100 feet of the SE 1/4 of Section 8, Township 30 South, Range 37 East; and

Parcel 2: The North 100 feet of the East 200 feet of the SW 1/4 of Section 8, Township 30 South, Range 37 East; and

Parcel 3: A part of Section 9, Township 30 South, Range 37 East, Brevard County, Florida described as follows:

Note: This Commitment consists of Insert pages labeled In Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the Insert pages.

ARA 4/99 SB

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Commence at a found concrete monument, stamped R.L.S. 935. C.E. 4379, at the East 1/4 corner of said Section 9. thence South 1 degree 46'10" East, along the East line of said Section 9, a distance of 53.06 feet to the Point of Beginning of the following described tract; thence North 89 degrees 28'45" West, 100 feet Southerly of and parallel to the physical centerline of the Sottile Canal, as laid out and in use, a distance of 1991.81 feet to the point of intersection with the East - West 1/4 section line of said Section 9; thence South 88 degrees 59'40" West, along aforesaid 1/4 Section line, a distance of 3413.86 feet, to a found concrete monument at the West 1/4 corner of said Section 9; thence Southerly along the West line of said Section 9 to the point of intersection with a line 100 feet Southerly of and parallel to the aforesaid East-West 1/4 Section line; thence North 88 degrees 59'40" East, parallel with the aforesaid East - West 1/4 section of line of Section 9, a distance of 3415.19 feet. to the point of intersection with a line 200 feet Southerly of and a parallel with the said physical centerline of the Sottile Canal as laid out and in use; thence South 89 degrees 28'45" East parallel with aforesaid centerline of the Sottile Canal a distance of 1991.81 feet to the point of intersection with the East line of said Section 9: thence North 1 degree 46'10" West along said section line a distance of 100.01 to the Point of Beginning.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

ARA 4/99 SB

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1

Commitment Number

1. The following are requirements to be complied with:

1 Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

a)Warranty Deed from Rolling Meadow Ranch, Inc., a Florida corporation, to the Proposed Insured, conveying the land described in Schedule A.

(NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)

2 Payment of the full consideration to, or for the account of, the grantors or mortgagors.

3 Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4 Satisfactory evidence must be furnished showing that Rolling Meadow Ranch, Inc. is a corporation organized under the laws of Florida and is currently in good standing in that state.

5 Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

6 The name or names of the proposed insured under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

7 The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of $100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

8 Obtain and record an Affidavit from someone with knowledge of the facts establishing that the Surface Lease Agreement recorded in Official Records Book 2440, Page 2031 has expired of its own terms, has not been renewed or extended, and the Tenant/Lessee has surrendered possession of the property.

End of Schedule B - Section 1

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

Commitment Number

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2 Standard Exceptions:

a.Rights or claims of parties in possession not shown by the Public Records.

b.Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
c.Easements. or claims of easements, not shown by the Public Records.

d.Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
e.Taxes or special assessments which are not shown as existing liens by the Public Records.
f.Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
g.Taxes and assessments for the year 2008 and subsequent years.

3 Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

4 Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

5 Road right of ways shown on the Map of San-Sebastian Farms Subdivision recorded in Plat Book 6, Page 77 of the Public Records of Brevard County, Florida.

6 Easement recorded May 16, 1980 in Official Records Book 2234. Page 2695, Public Records of Brevard County, Florida.

7 INTENTIONALLY DELETED.

8 This Policy does not insure the nature or extent of riparian or littoral rights.

9 INTENTIONALLY DELETED.

10 INTENTIONALLY DELETED.

11 Landlord's Waiver given by Rolling Meadow Ranch. Inc.. dated September 30. 1987, and recorded in Official Records Book 2846, Page 2902, Public Records of Brevard County, Florida. Note: This Exception shall be deleted upon compliance with requirement No. 8.

12 Terms and provisions of that certain Temporary Easement Deed given by Willowbrook Coal Company. d/b/a Willowbrook Farms, to Holling Meadow Ranch, Inc.. dated October 7, 1987, and recorded in Official Records Book 2848. Page 2438, Public Records of Brevard County, Florida.

ARB2 4/89 SB NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

13 Easement Agreement between James Santori and Cavalier Properties, Inc. recorded in O.R. Book 2386. Page 2462.

14 INTENTIONALLY DELETED.

15 Easement to Florida Power & Light Company recorded in Official Records Book 5830, Page 5275.

16 Boundary Survey. Blackhawk Quarry, prepared by B.S.E. Consultants, Inc.. last revised November 7, 2006, drawing no. 8702002102. project no. 87020.02, shows the following:

a.40' canal located inside the easterly property line which is apparently blocked by a berm at the north end and open at the south end.b.25' roadway of Grant Road running along the north line of the NW 1/4 of Section 5 and 50' roadwny of Curthawda Rd. centered along the south line of the SW 1/4 of Section 5 and the north line of the NW 1/4 of section 8 within the subject property.

c.50' unimproved roadway between the south line of he NW 1/4 of Section 5 and the north line of the southwest 1/4 of Section 5.

d.25' unimproved roadway along the west line of the NW 1/4 and the west line of the southwest 1/4 of Section 5 and the west line of the NW 1/4 of Section 8.

NOTE: With respect to any Exception in Schedule B reciting covenants and restrictions said Exception(s) omits any covenants or restrictions, if any, based upon race, color. religion, sex, sexual orientation. familial status, marital status, disability, handicap, national origin, ancestry. or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

NOTE: All of the recording information contained herein refers to the Public Records of Brevard County, Florida, unless otherwise indicated.

End of Schedule B - Section 2

AR82 4/99 SB

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

Chicago Title Insurance Company

Chicago Title Insurance Company
13800 NW 14th Street
Suite 190
Sunrise, FL 33323
Attn:
Phone: 954-971-2200
Fax:
Email: Orders_pompano@ctt.com

Date: 6/30/2014
Invoice No: 4872534
Unit #: 02100.170607
Customer Ref #: 7384-001

TO: Lawyers Land Title Company
Deborah K. Antonelli
312 Southeast 17th Street, Second Floor

Fort Lauderdale, FL 33316

RE: Buyer:

Property: FL
County/Parcel:

Seller: Rolling Meadow Ranch, Inc.

Notes:

Date	Trans Code	Product Description	Liability	Charge Amount
6/30/2014	5500	Search	$0.00	$200.00
			Invoice Total:	$200.00

Remittance Advice

Please send along with remittance to:

Chicago Title Insurance Company
4362 Northlake Blvd.
Suite 106
Palm Beach Gardens, FL 33410
Attn: Accounting Department

Date: 6/30/2014
Invoice No: 4872534
Unit #: 02100.170607
Contact: Lawyers Land Title Company
Check #: _____
Amount Enclosed: _____

CHICAGO TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

Parcel No. 3000218,3000220, 3000268, and 3000275

CHICAGO TITLE INSURANCE COMPANY has this day caused to be searched the Public Records of the County of Brevard, State of Florida, with respect to the property legally described above.

The following entries specifically affecting the above-described property have been recorded among the Official Records of the county in question during the time period covered by this search.

	INSTRUMENT	FILED	BOOK/PAGE
1.	AFFIDAVIT	October 1, 2008	5890/6926
2.	CONSERVATION EASEMENT	January 15, 2009	5907/4168

Name search performed on:

Name of the Current Fee Simple Owner

ROLLING MEADOW RANCH, INC.

And found the following:

NOTHING FOUND

CFN 2008187002, OR BK 5890 Page 6926, Recorded 10/01/2008 at 02:37 PM, Scott Ellis, Clerk of Courts, Brevard County

2

DOCUMENT COVER PAGE

[Space above this line reserved for recording office use.]

Document Title: Affidavit
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: Andrew R. Machata, President of Rolling Meadow Ranch, Inc.

To:

Brief Legal Description: see attached
(if applicable)

⇒ **Return Recorded Document to:**

~~LAWYERS LAND TITLE CO. OF SOUTH FLORIDA~~
312 Southeast 17th St., Second Floor
FT. LAUDERDALE, FLORIDA 33316

CFN 2009007516, OR BK 5907 Page 4168, Recorded 01/15/2009 at 09:36 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

Prepared by
B & E Consultants Inc
312 South Harbor City Blvd
Suite 4
Melbourne FL 32901

Return recorded original to
Office of General Counsel
St Johns River Water Management District
4049 Reid Street / Highway 100 West
Palatka, FL 32177

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 14th day of January, 2009 by Rolling Meadow Ranch, Inc having an address at 1400 Willowbrook Ct ,Palm Bay, FL 32905 ("Grantor"), in favor of the ST JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street / Highway 100 West, Palatka, Florida 32177 ("Grantee")

WITNESSETH

WHEREAS, Grantor solely owns in fee simple certain real property in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as _____ (the "Property"),

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-009-15821-7 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions, and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity,

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704 06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement") Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever

*This is a suggested form for your convenience It is not a required form

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement

5 Grantee's Discretion Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement

6 Grantee's Liability Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property

7 Acts Beyond Grantor's Control Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes

8 Recordation Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights Grantor shall pay all recording costs and taxes necessary to record this Conservation

* This is a suggested form for your convenience It is not a required form

Rolling Meadow Lakes
BSE # 87020 02

EXHIBIT A

The following descriptions are based upon the proposed plat for Rolling Meadow Lakes – Phase 1, all lying and being in Sections 5, 6, 7 and 8, Township 30 South, Range 37 East, Brevard County, Florida:

Conservation Easement A(5)A:

Begin at the northwest corner of Section 6, Township 30 South, Range 37 East, thence southerly along the west line of said Section 6, 264 feet to a point, thence northeasterly to a point on the north line of said Section 6, said point being 264 feet easterly of the northwest corner of said Section 6, thence westerly along the north line of said Section 6, 264 feet to the point of beginning

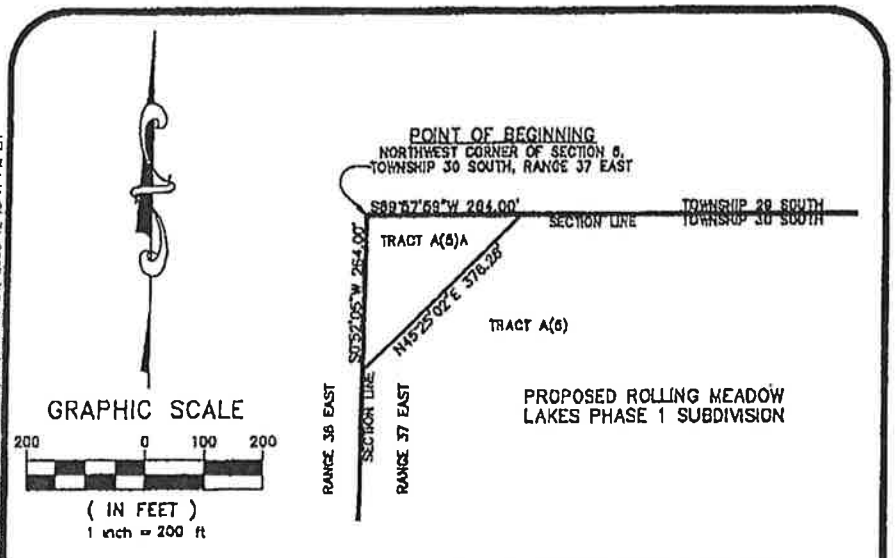
Conservation Easement A(7)A:

Begin at the north ¼ corner of Section 5, Township 30 South, Range 37 East, thence westerly along the north line of said Section 5, 264 feet to a point, thence southeasterly to a point, said point being on a line between the south ¼ corner of said Section 5 and the north ¼ corner of said Section 5, said point also being 264 feet south of the north ¼ corner of said Section 5; thence north along said line 264 feet to the point of beginning

Conservation Easement U:

Tract U, according to the proposed plat of Rolling Meadow Lakes Phase 1, lying and being in Section 6, Township 30 South, Range 37 East, Brevard County, Florida and being more particularly described as follows

Commence at the northeast corner of said Section 6 and run S00°42'09"W, along the east line of said Section 6, a distance of 1533 56 feet to an intersection with the northerly line of Lot 3, Block 204 of said proposed plat of Rolling Meadow Lakes Phase 1, thence N73°52'11"W, along the north line of said Block 204, a distance of 131 81 feet to the northwesterly corner of Lot 1 of said Block 204, (said point also being the northeasterly corner of said Tract U) and the point of beginning of the parcel of land herein described, thence continue N73°52'11"W, along the northerly line of said Tract U, a distance of 203 32 feet to the beginning of a curve to the left, thence along the arc of said curve and along the northwesterly line of said Tract U, (said curve being curved concave to the south and having a radius of 25 00 feet, a central angle of 72°45'37", a chord length of 29 66 feet and a chord bearing of S69°45'01"W), a distance of 31 75 feet to a point of reverse curvature; thence along the arc of said curve and continuing along the northwesterly line of said Tract U, (said curve being curved concave to the northwest and having a radius of 165 00 feet, a central angle of 60°27'12", a chord length of 166 13 feet and a chord bearing of S63°35'48"W), a distance of 174 09 feet to a point of reverse curvature, thence along the arc of said curve and along the westerly line of said Tract U,



DESCRIPTION OF A PARCEL OF LAND IN SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

BEARING REFERENCE ASSUMED BEARING OF S89°57'59"W ON THE NORTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

THIS DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW. FLORIDA STATUTES CHAPTER 472. CHAPTER 61G17, F.A.C.

DESCRIPTION:

CONSERVATION EASEMENT A-5A.

BEGIN AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST) THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6, 284 FEET TO A POINT, THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID SECTION 6, SAID POINT BEING 284 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SECTION 6, THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, 284 FEET TO THE POINT OF BEGINNING

SCOTT M. CLAUDITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

TRACT A(5)A
ROLLING MEADOW LAKES
PHASE 1

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. 5011

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4, MELBOURNE FL 32901
PHONE (321) 723-3674 FAX (321) 723-1119
LICENSE OF BUSINESS AUTHORIZATION #3501
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB3001903

DATE: 08/24/08
FIELDBOOK/PG N/A
DRAWING# 87020.02_100_010
SHEET 1 OF 1
PROJECT# 87020.02

2008 B.S.E. CONSULTANTS, INC. H:\Projects Folder\87020.02\Drawings\87020.02_100Survey\dwg\87020.02_100_010.dwg September 24, 2008 12:19:11 PM LH

THIS IS NOT A BOUNDARY SURVEY, SKETCH OF DESCRIPTION ONLY

DESCRIPTION OF TRACT U ROLLING MEADOW LAKES PHASE 1 LYING AND BEING IN SECTION 8 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA

THIS IS NOT A BOUNDARY SURVEY NOR IS IT INTENDED TO BE USED AS ONE

BEARING REFERENCE ASSUMED BEARING OF S00 42 09 W ON EAST LINE SECTION 8 TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA

THIS DESCRIPTION IS SUBJECT TO EASEMENTS RESTRICTIONS RESERVATIONS AND RIGHTS-OF-WAY OF RECORD

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

THIS DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW FLORIDA STATUTES CHAPTER 472 CHAPTER 61G17 F A C

DESCRIPTION

TRACT U ACCORDING TO THE PROPOSED PLAT OF ROLLING MEADOW LAKES PHASE 1, LYING AND BEING IN SECTION 8, TOWNSHIP 30 SOUTH RANGE 37 EAST BREVARD COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8 AND RUN S00°42'09"W ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 1533 86 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LOT 3, BLOCK 204 OF SAID PROPOSED PLAT OF ROLLING MEADOW LAKES PHASE 1 THENCE N73 52 11"W ALONG THE NORTH LINE OF SAID BLOCK 204 A DISTANCE OF 131 81 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 OF SAID BLOCK 204, (SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID TRACT U) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED THENCE CONTINUE N73°52'11 W, ALONG THE NORTHERLY LINE OF SAID TRACT U, A DISTANCE OF 203 32 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY LINE OF SAID TRACT U (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25 00 FEET A CENTRAL ANGLE OF 72 45'37", A CHORD LENGTH OF 29 66 FEET AND A CHORD BEARING OF S89 45 01"W), A DISTANCE OF 31 75 FEET TO A POINT OF REVERSE CURVATURE THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID TRACT U, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 185 00 FEET A CENTRAL ANGLE OF 50 17 12 A CHORD LENGTH OF 165 13 FEET AND A CHORD BEARING OF S63 33 48"W) A DISTANCE OF 174 00 FEET TO A POINT OF REVERSE CURVATURE THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID TRACT U (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25 00 FEET A CENTRAL ANGLE OF 52 43 35 A CHORD LENGTH OF 25 85 FEET AND A CHORD BEARING OF S62°37 37"W) A DISTANCE OF 28 93 FEET TO THE END OF SAID CURVE THENCE S32 03'49"W CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 84 08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY LINE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 635 00 FEET A CENTRAL ANGLE OF 13 36'12, A CHORD LENGTH OF 150 41 FEET AND A CHORD BEARING OF S25 17 43"W) A DISTANCE OF 150 77 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH-EAST (SAID LINE ALSO BEING THE COMMON BOUNDARY LINE BETWEEN TRACT U AND TRACT A(9) OF SAID PROPOSED PLAT OF ROLLING MEADOW LAKES PHASE 1), THENCE S71 30 23 E, ALONG SAID NON TANGENT LINE A DISTANCE OF 20 00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID COMMON BOUNDARY LINE BETWEEN TRACT U AND TRACT A(9) (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 60 36 FEET A CENTRAL ANGLE OF 126 17 59 A CHORD LENGTH OF 107 91 FEET AND A CHORD BEARING OF N32 07'12 E), A DISTANCE OF 133 05 FEET TO A POINT OF REVERSE CURVATURE THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID COMMON BOUNDARY LINE BETWEEN TRACT U AND TRACT A(9) (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 175 00 FEET A CENTRAL ANGLE OF 126 36 10 A CHORD LENGTH OF 323 87 FEET AND A CHORD BEARING OF N77 54 10 E) A DISTANCE OF 386 04 FEET TO A POINT OF REVERSE CURVATURE THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID COMMON BOUNDARY LINE BETWEEN TRACT U AND TRACT A(9), (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100 00 FEET, A CENTRAL ANGLE OF 01 41 49 A CHORD LENGTH OF 143 50 FEET AND A CHORD BEARING OF N50 18 54"E) A DISTANCE OF 160 04 FEET TO THE END OF SAID CURVE AND THE SOUTHEASTERLY CORNER OF SAID TRACT U (SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LOT 1 BLOCK 204 OF SAID PROPOSED PLAT OF ROLLING MEADOW LAKES PHASE 1) THENCE N15 07 49 E ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 135 00 FEET TO THE POINT OF BEGINNING
CONTAINING 2 20 ACRES, MORE OR LESS

SCOTT M CLAUSITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE No 4131

LESLIE E HOWARD
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No 5611

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

DATE 9/17/08
DRAWN CRB/LDH
DRAWING 03020 07 100 157
PROJECT 97020 07

SHEET 1 OF 2

5

THIS IS NOT A BOUNDARY SURVEY, SKETCH OF DESCRIPTION ONLY

DESCRIPTION OF A CONSERVATION EASEMENT BEING PART OF TRACT A(1), ROLLING MEADOW LAKES PHASE 1, LYING AND BEING IN SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST BREVARD COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

BEARING REFERENCE ASSUMED BEARING OF S00°52'05"W ON WEST LINE SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

THIS DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW FLORIDA STATUTES CHAPTER 472, CHAPTER 61G17 F A C

DESCRIPTION

ISLAND CONSERVATION EASEMENT

A PORTION OF TRACT A(1) AS PER THE PROPOSED PLAT OF ROLLING MEADOW LAKES PHASE 1, LYING AND BEING IN SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6 AND RUN S00°52'05"W, ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 974 70 FEET, THENCE S89°07'55"E A DISTANCE OF 807 14 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE N51°05'33"E A DISTANCE OF 67 08 FEET, THENCE N81°37'15"E A DISTANCE OF 55 76 FEET THENCE S69°54'26"E A DISTANCE OF 56 36 FEET, THENCE S53°22'10"E A DISTANCE OF 79 84 FEET, THENCE S08°29'11"W A DISTANCE OF 84 55 FEET, THENCE S28°45'49"W A DISTANCE OF 56 55 FEET, THENCE S45°54'37"W A DISTANCE OF 115 18 FEET, THENCE S83°15'58"W A DISTANCE OF 61 55 FEET, THENCE N56°32'20"W A DISTANCE OF 58 94 FEET, THENCE N23°04'43"W A DISTANCE OF 50 00 FEET, THENCE N10°42'32"E A DISTANCE OF 118 33 FEET TO THE POINT OF BEGINNING
CONTAINING 1 0 ACRES, MORE OR LESS

SCOTT M GLAUNITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No 4151

LESLIE E HOWARD
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No 5811

U.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING

DATE 8/17/05
DRAWN DKB/ALEN
DRAWING# 97020 03 100 184
PROJECT# 97020 03

SHEET 1 OF 2

7

Brevard County Tax Collector

generated on 6/30/2014 10:44:41 AM EDT

Tax Record

Last Update: 6/30/2014 10:44:40 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000218	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303705HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 3705HF 250 SAN SEBASTIAN FARMS W 1/2 EX RD & DITCH R/WS

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	72,420	0	$72,420	$349.35
BREVARD LIBRARY DISTRICT	0.5896	72,420	0	$72,420	$42.70
BREVARD MOSQUITO CONTROL	0.2119	72,420	0	$72,420	$15.35
S BREVARD REC DIST 2001-2020	0.1304	72,420	0	$72,420	$9.44
SCHOOL - BY STATE LAW	5.3580	72,420	0	$72,420	$388.03
SCHOOL - BY LOCAL BOARD	0.7480	72,420	0	$72,420	$54.17
SCHOOL - CAPITAL OUTLAY	1.5000	72,420	0	$72,420	$108.63
CITY OF PALM BAY	8.6326	72,420	0	$72,420	$625.17
PALM BAY ROAD MAINTENANCE DIST	0.0000	72,420	0	$72,420	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	72,420	0	$72,420	$23.78
FLA INLAND NAVIGATION DIST	0.0345	72,420	0	$72,420	$2.50
SEBASTIAN INLET DISTRICT	0.1124	72,420	0	$72,420	$8.14
ENV END LD/WTR LTD 05-24	0.0566	72,420	0	$72,420	$4.10
ENV END LD/WTR LTD(DBTP) 05-24	0.1159	72,420	0	$72,420	$8.39
S BREVARD REC DIST (DBTP)01-20	0.4696	72,420	0	$72,420	$34.01

Total Millage	23.1117	Total Taxes	$1,673.76

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$1,673.76

If Paid By	Amount Due
	$0.00

Brevard County Tax Collector

generated on 6/30/2014 10:45:02 AM EDT

Tax Record

Last Update: 6/27/2014 6:01:53 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000218	REAL ESTATE	2013

Payment History

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2013	3000218	11/27/2013	9675578	$1,673.76	$1,606.81
2012	3000218	12/31/2012	1342515	$1,744.91	$1,692.56
	Paid By	ROLLING MEADOW RANCH INC			
2011	3000218	11/30/2011	1202445	$3,387.24	$3,251.75
	Paid By	ROLLING MEADOW RANCH INC			
2010	3000218	12/30/2010	9343468	$3,026.25	$2,935.46
2009	3000218	3/31/2010	1305412	$2,834.23	$2,834.23
	Paid By	ROLLING MEADOW RANCH INC			
2008	3000218	3/31/2009	1215341	$2,639.33	$2,639.33
	Paid By	ROLLING MEADOW RANCH INC.			
2007	3000218	11/30/2007	9070344	$2,249.26	$2,159.29
2006	3000218	11/30/2006	1401673	$2,299.90	$2,207.90
	Paid By	BLACKHAWK QUARRY CO. OF FL			
2005	3000218	12/27/2005	1104677	$1,696.91	$1,646.00
	Paid By	BLACKHAWK QUARRY CO OF FLA			
2004	3000218	11/30/2004	9075929	$1,806.29	$1,734.04
2003	3000218	11/18/2003	211834	$1,886.57	$1,811.11
	Paid By	211834			

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	30-37-05-HF-00250.0-0000.00	**Millage Code:**	54U0	**Exemption:**		**Use Code:**	6100
Site Address:						**Tax ID:**	3000218

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	ROLLING MEADOW RANCH INC
Second Name:	
Mailing Address:	3060 AIRPORT WEST DRIVE
City, State, Zipcode:	VERO BEACH, FL 32960-1993

Abbreviated Description

Plat Book/Page: 0006/0077	Sub Name: SAN SEBASTIAN FARMS	W 1/2 EX RD & DITCH R/WS

Value Summary

Roll Year:	**2012**	**2013**	**2014**
Market Value Total:[1]	$289,670	$289,670	$289,670
Agricultural Market Value:	$72,420	$72,420	$72,420
Assessed Value Non-School:	$72,420	$72,420	$72,420
Assessed Value School:	$72,420	$72,420	$72,420
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$72,420	$72,420	$72,420
Taxable Value School:[3]	$72,420	$72,420	$72,420

Land Information

Acres:	289.67
Site Code:	1

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
1572/0488	7/29/1975	$1,590,500	PT				

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Data Last Updated: Monday, June 30, 2014- Printed On: Monday, June 30, 2014.

Appendix0119

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0002	2013	$11,839.08

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2002	3000220	12/3/2002	9508573	$11,926.47	$11,449.41
	Paid By	109831			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2001	3000220	4/2/2002	9550250	$11,874.33	$11,874.32
	Paid By	237701			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2000	3000220	4/2/2001	9543791	$11,522.08	$11,522.08
	Paid By	232273			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1999	3000220	3/22/2000	9551450	$11,260.92	$11,260.92
	Paid By	232860			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1998	3000220	4/5/1999	9576879	$10,626.20	$10,626.21
	Paid By	328633			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1997	3000220	4/2/1998	9543139	$10,659.28	$10,659.28
	Paid By	231927			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1996	3000220	4/18/1997	9557808	$32,401.01	$33,388.04
	Paid By	248187			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1995	3000220	4/29/1996	9573617	$4,017.42	$4,152.94
	Paid By	265751			

Extra Feature Information

Extra Feature Description	Units
POLE BARN	5,000
PAVING	10,580
PAVING	22,210
FENCE	307
POLE BARN	4,280

Data Last Updated: Monday, June 30, 2014- Printed On: Monday, June 30, 2014.

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0003	2013	$1,602.36

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2002	3000268	12/3/2002	9508575	$1,652.67	$1,586.54
	Paid By	109833			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2001	3000268	4/2/2002	9550251	$1,645.09	$1,645.08
	Paid By	237702			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2000	3000268	4/2/2001	9543788	$1,586.87	$1,586.87
	Paid By	232270			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1999	3000268	3/22/2000	9551452	$1,385.70	$1,385.70
	Paid By	232862			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1998	3000268	4/5/1999	9576880	$1,265.02	$1,265.01
	Paid By	328634			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1997	3000268	4/2/1998	9543140	$6,339.47	$6,339.47
	Paid By	231928			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1996	3000268	4/18/1997	9557809	$1,206.64	$1,242.84
	Paid By	248188			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1995	3000268	4/29/1996	9573618	$1,179.29	$1,214.67
	Paid By	265752			

Brevard County Tax Collector

generated on 6/30/2014 10:52:05 AM EDT

Tax Record

Last Update: 6/30/2014 10:52:03 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000275	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303708HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
5400

Escrow Code

Legal Description
30 3708HF 250 SAN SEBASTIAN FARMS NW 1/4 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	33,040	0	$33,040	$159.38
BREVARD LIBRARY DISTRICT	0.5896	33,040	0	$33,040	$19.48
BREVARD MOSQUITO CONTROL	0.2119	33,040	0	$33,040	$7.00
S BREVARD REC DIST 2001-2020	0.1304	33,040	0	$33,040	$4.31
SCHOOL - BY STATE LAW	5.3580	33,040	0	$33,040	$177.03
SCHOOL - BY LOCAL BOARD	0.7480	33,040	0	$33,040	$24.71
SCHOOL - CAPITAL OUTLAY	1.5000	33,040	0	$33,040	$49.56
CITY OF PALM BAY	8.6326	33,040	0	$33,040	$285.22
PALM BAY ROAD MAINTENANCE DIST	0.0000	33,040	0	$33,040	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	33,040	0	$33,040	$10.85
FLA INLAND NAVIGATION DIST	0.0345	33,040	0	$33,040	$1.14
SEBASTIAN INLET DISTRICT	0.1124	33,040	0	$33,040	$3.71
ENV END LD/WTR LTD 05-24	0.0566	33,040	0	$33,040	$1.87
ENV END LD/WTR LTD(DBTP) 05-24	0.1159	33,040	0	$33,040	$3.83
S BREVARD REC DIST (DBTP)01-20	0.4696	33,040	0	$33,040	$15.52

Total Millage	23.1117	Total Taxes	$763.61

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$763.61

If Paid By	Amount Due
	$0.00

Brevard County Tax Collector

generated on 6/30/2014 10:52:21 AM EDT

Tax Record

Last Update: 6/27/2014 6:01:53 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000275	REAL ESTATE	2013

Payment History

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2013	3000275	11/27/2013	9675578	$763.61	$733.07

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2012	3000275	12/31/2012	1342515	$796.07	$772.19
	Paid By	ROLLING MEADOW RANCH INC			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2011	3000275	11/30/2011	1202445	$1,545.20	$1,483.39
	Paid By	ROLLING MEADOW RANCH INC			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2010	3000275	12/30/2010	9343468	$1,380.53	$1,339.11

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2009	3000275	3/31/2010	1305412	$1,292.93	$1,292.93
	Paid By	ROLLING MEADOW RANCH INC			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2008	3000275	3/31/2009	1215341	$1,204.03	$1,204.03
	Paid By	ROLLING MEADOW RANCH INC.			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2007	3000275	11/30/2007	9070344	$1,026.04	$985.00

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2006	3000275	11/30/2006	1401673	$1,049.13	$1,007.16
	Paid By	BLACKHAWK QUARRY CO. OF FL			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2005	3000275	12/27/2005	1104677	$774.17	$750.94
	Paid By	BLACKHAWK QUARRY CO OF FLA			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2004	3000275	11/30/2004	9075929	$824.05	$791.09

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2003	3000275	11/18/2003	211837	$860.69	$826.26
	Paid By	211837			

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	30-37-08-HF-00250.0-0000.00	**Millage Code:**	54U0	**Exemption:**	**Use Code:**	6100
Site Address:					**Tax ID:**	3000275

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	ROLLING MEADOW RANCH INC
Second Name:	
Mailing Address:	3060 AIRPORT WEST DRIVE
City, State, Zipcode:	VERO BEACH, FL 32960-1993

Abbreviated Description

Plat Book/Page: 0006/0077	Sub Name: SAN SEBASTIAN FARMS	NW 1/4 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Value Summary

Roll Year:	2012	2013	2014
Market Value Total:[1]	$132,150	$132,150	$132,150
Agricultural Market Value:	$33,040	$33,040	$33,040
Assessed Value Non-School:	$33,040	$33,040	$33,040
Assessed Value School:	$33,040	$33,040	$33,040
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$33,040	$33,040	$33,040
Taxable Value School:[3]	$33,040	$33,040	$33,040

Land Information

Acres:	132.15
Site Code:	1

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

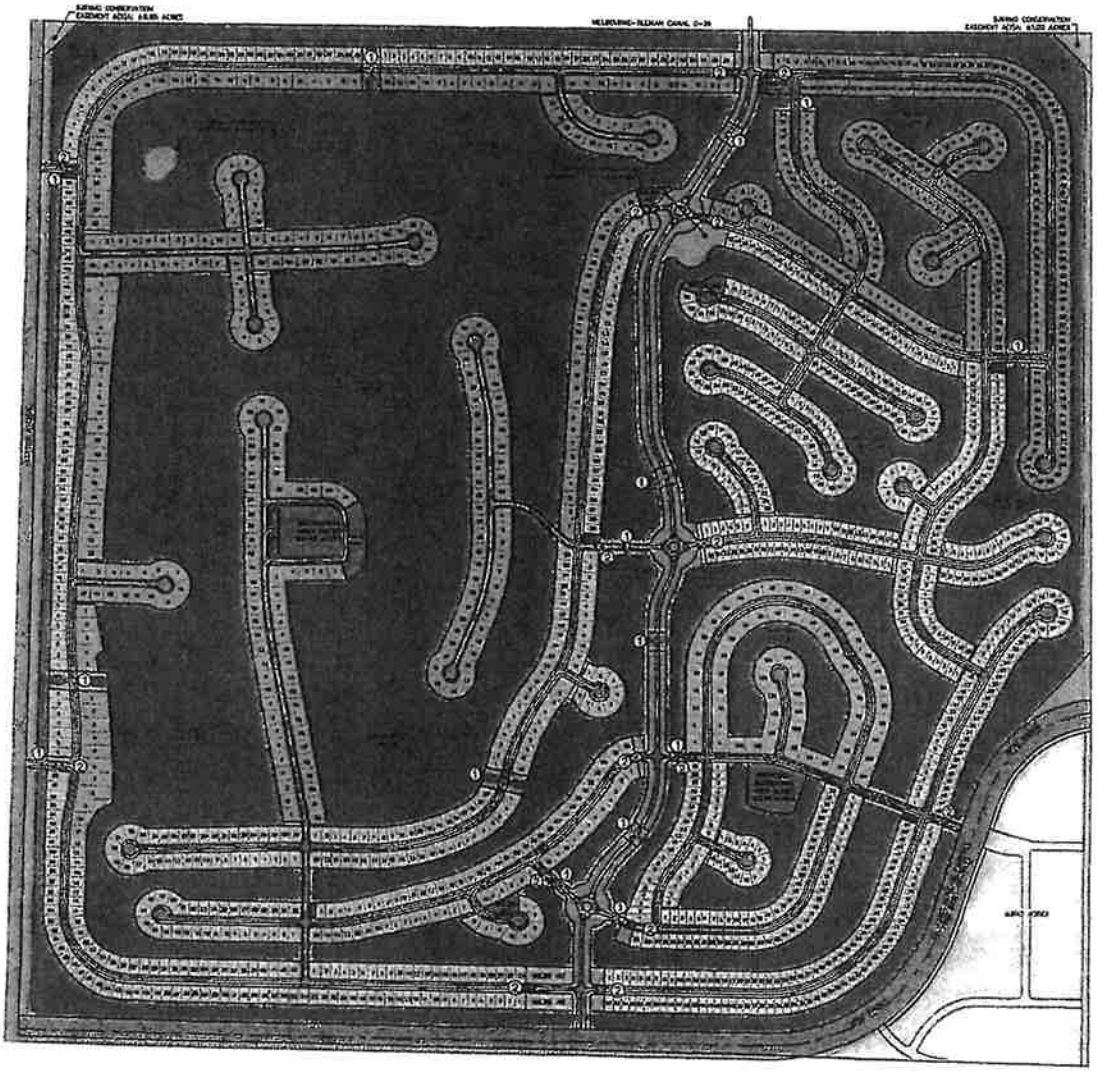
3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

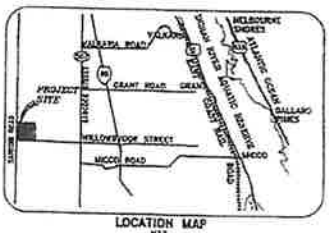
Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
2234/2693	5/14/1980	$738,000	PT				
1572/0488	7/29/1975	$1,590,500	PT				

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Data Last Updated: Monday, June 30, 2014- Printed On: Monday, June 30, 2014.





LOCATION MAP
N.T.S.

GRAPHIC SCALE
(IN FEET)

LEGEND
① ACCESS BRIDGE TRACT
② ENTRANCE GATE LOCATION

	OPEN SPACE
	RECREATION AREA
	LIFT STATION TRACT
	60,000 SQ FT WORSHIP/SCHOOL 130,00 SQ FT GENERAL OFFICE 325,000 SQ FT SHOPPING CENTER

NO MINIMUM LOT SIZE SHALL BE REQUIRED WITHIN A PUD DISTRICT WITH THE EXCEPTION OF ZERO-LOT LINE, SINGLE-FAMILY DETACHED DEVELOPMENTS.

LOT DATA TABLE

			MINIMUMS			PUD SIZE
			FRONT	REAR	SIDES	WIDTH X DEPTH
LOT TYPE A	100 FOOT WIDE	336 UNITS	25'	30'	10'	80' X 90'-110'
LOT TYPE B	90 FOOT WIDE	330 UNITS	20'	25'	5'	80' X 90'-110'
LOT TYPE C	80 FOOT WIDE	703 UNITS	25'	25'	5'	70' X 90'-110'
LOT TYPE D	70 FOOT WIDE	930 UNITS	20'	25'	5'	60' X 90'-110'
TOWNHOMES/VILLAS		348 UNITS				
	TOTAL PROVIDED	2682 UNITS				

NOTES:

- PROJECT SITE = 61,376.23 ACRES
- MAX UNIT YIELD ALLOWED (2 UNITS PER ACRE) = 2702 UNITS
- PROPOSED TOWNHOME AREA = 463.43 ACRES
- LAKE SURFACE AREA = (*)±586.6 ACRES
  ELEV 20.0 NORMAL WATER LEVEL
- LAKE TOP OF BANK AREA = (*)±885.0 ACRES

(*)EXCLUDES LAKE AREAS IN THE INSTITUTIONAL/GENERAL OFFICE TRACT

RECREATION/OPEN SPACE REQUIREMENTS

COMMON RECREATION & OPEN SPACE REQUIRED:
25% OF SITE= 1376.23 ACRES x 0.25= 344 ACRES*
*(3/4 MAY BE IMPROVED LAKE = 258 ACRES)

ASSOCIATED LAKE AREAS (PROVIDED)	= ±586.6 ACRES
TOTAL (MAXIMUM CREDIT FOR IMPROVED LAKE AREA)	= 258.0 ACRES
LINEAR PARKS:	
130' R/W BOULEVARD: 8,109' x 26'	= ±16.22 ACRES
60' R/W BOULEVARD: 71,049' x 22'	= ±52.19 ACRES
50' R/W BOULEVARD: 11,765' x 22'	= ± 5.93 ACRES
TOTAL	= ±74.34 ACRES
RECREATION AREA (WEST)	= ± 8.43 ACRES
RECREATION AREA (EAST)	= ± 3.15 ACRES
ADDITIONAL PARK/RECREATION AREAS	= ± 1.29 ACRES
TOTAL	= ±11.92 ACRES
RECREATION/OPEN SPACE PROVIDED	= ±346.24 ACRES

(AREA DOES NOT INCLUDE CONSERVATION AREAS, PERIMETER GREEN AREAS OR ADDITIONAL LANDSCAPE AREAS)

ROADWAY CROSS SECTION LEGEND

ROADWAY SECTION 50' RIGHT-OF-WAY
N.T.S.

ROADWAY CROSS SECTION LEGEND

ROADWAY SECTION 60' RIGHT-OF-WAY
N.T.S.

ROADWAY CROSS SECTION LEGEND

LOCKET ROAD 130' RIGHT-OF-WAY
N.T.S.

ST. JOHNS RIVER WATER MANAGEMENT PERMIT No. 4-009-15821-11
EXPIRATION DATE: 10/14/2018

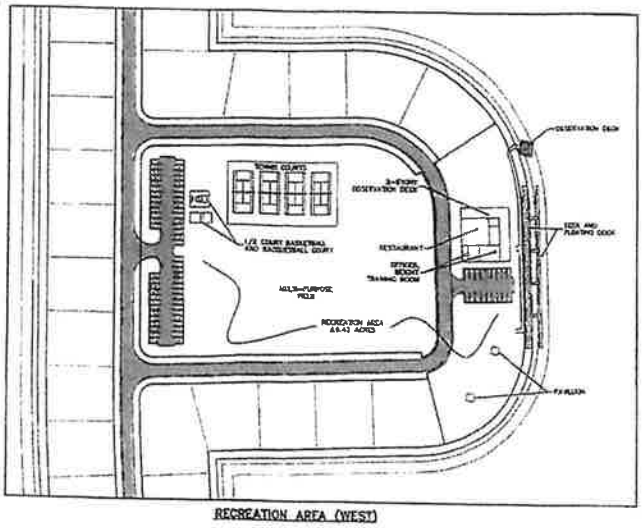
ROLLING MEADOW LAKES

PDP PLAN

DRAWING NO. 87020.02_203_001
SHEET 1 of 2
PROJECT NO. 87020.02

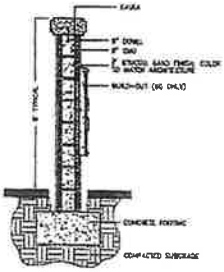
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 723-3674 FAX: (321) 723-1159

Revisions		
DESIGN	DRAWN	DATE
DLUM	DRS	7/20/17

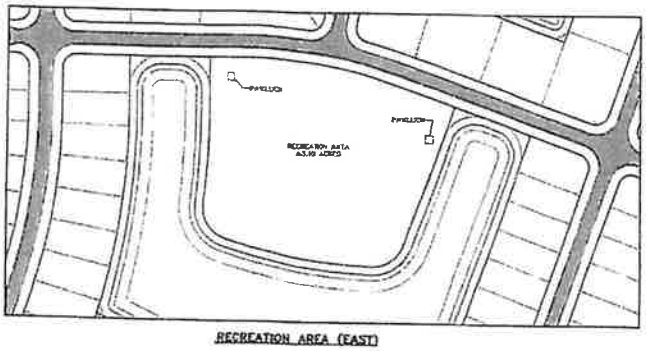


RECREATION AREA (WEST)

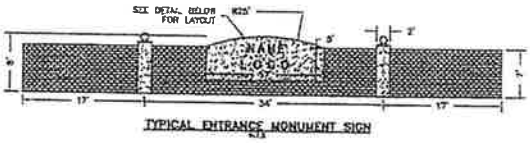
ENTRY SIGNAGE DETAIL



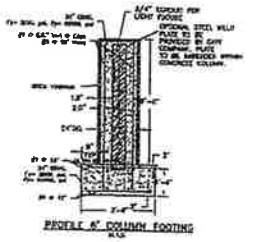
ENTRY SIGN COLUMN (TYP)



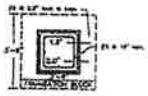
RECREATION AREA (EAST)



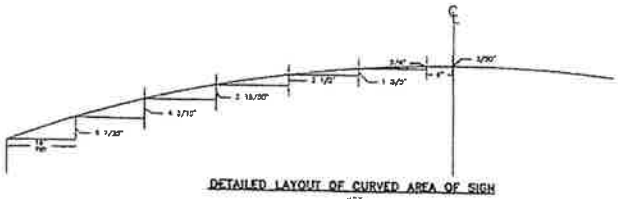
TYPICAL ENTRANCE MONUMENT SIGN



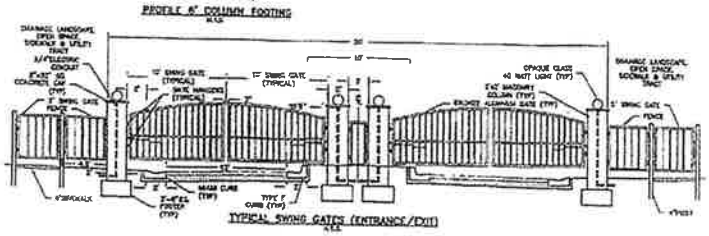
PROFILE 6' COLUMN FOOTING



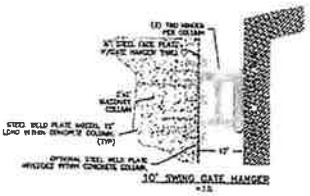
COLUMN PLAN VIEW



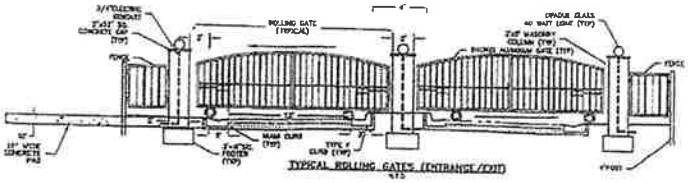
DETAILED LAYOUT OF CURVED AREA OF SIGN



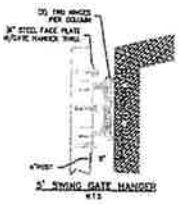
TYPICAL SWING GATES (ENTRANCE/EXIT)



30' SWING GATE HANGER



TYPICAL ROLLING GATES (ENTRANCE/EXIT)



5' SWING GATE HANGER

DETAILS SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL DESIGN

ROLLING MEADOW LAKES

PDP PLAN

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3674 FAX: (321) 723-1150

PDP.02.0

Palm Bay

September 10, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

This letter is to officially notify you of the action taken by the City Council of the City of Palm Bay on your requests for:

1) Approval of a preliminary multi-use Planned Unit Development (PUD) to be known as Rolling Meadows Lakes; and

2) Approval of a final PUD to be known as Rolling Meadow Lakes.

The City Council approved the preliminary PUD request at its Regular Council Meeting No. 2014-18, held on August 21, 2014.

The final PUD request was approved by City Council at its Regular Council Meeting No. 2014-19, held on September 4, 2014, subject to the conditions in the Staff Report, and that final execution of the development agreement occur prior to June 30, 2015.

An additional condition of the final approval of the PUD is the recordation of the final plat with Brevard County. The mylar needs to be submitted to the Growth Management Department at 120 Malabar Road, SE, phone number (321) 733-3042, to obtain the required signatures. After the plat is recorded, one (1) reproducible and five (5) copies of the recorded plat are required to be submitted to the Growth Management Department, at the aforementioned address.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Growth Management Director, at 733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

Enclosure: Land Development Division Staff Report

Case Nos. PUD-15-2014 and PUD-16-2014

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8921
Visit our website: www.palmbayflorida.org

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-15-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Preliminary Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes
E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes
S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes
W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-15-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Preliminary Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. The Preliminary Development Plan (PDP) proposes 2,063 total residential units. 1,815 of these units are single family lots ranging from 55-foot wide to 100-foot wide. The remaining 248 units are to be townhomes and/or villas. Every residential property either fronts upon or has a direct view of the 600+ acres of lakes that are provided throughout the community. Roughly 51 acres of land in the SE portion of the property is being designed to accommodate commercial and institutional development that serves the residents of Rolling Meadow Lakes, as well as future landowners adjacent to the development.

2. As stated above, this project includes over 600 acres of lakes that are inter-connected and provide both stormwater treatment/retention and some limited recreation for the property owners. Several "pocket" parks and two (2) main recreation areas are provided upon a total of 12 acres of land. The larger of the two main areas will contain a basketball and racquetball court; multiple tennis courts; an open, multi-purpose field; an observation pier

and floating dock; an exercise room; several pavilions and a possible restaurant. The abundance of open space and lake amenities create a low-intensity development of only 1.5 units per acre which complies with the cap set by Ordinance No. 2005-51.

3. In order to receive Preliminary Planned Unit Development approval, the proposal must meet the twelve (12) requirements (Items A – L) of Section 185.065 of the City of Palm Bay's Code of Ordinances. A review of the submitted plan and supporting documents finds the project to be in substantial conformance with these requirements.

4. Larger scope items, such as access to and from the project and the provision of utilities, will be addressed in the Final PUD staff report. This will include the requirement of such items as an updated Traffic Study and Development Agreements addressing off-site Public Improvements to ensure the provision of basic subdivision necessities.

5. Comprehensive Plan Future Land Use Map amendments will be required prior to approval of the multiple family residential, commercial, and possibly the institutional use developments that are conceptually shown on the PDP. The western area of the site, approximately 165 acres, is located in a Special Flood Hazard Area. Any properties located in this area that are intended for development must apply for a FEMA MT-1 CLOMR-F. A copy of the approved FEMA permit will be required prior to issuance of a Certificate of Completion for any improvements made within this area, including any roadways.

STAFF RECOMMENDATION:

Case No. PUD-15-2014 is recommended for approval, subject to the staff comments contained in this report.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Final Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

2. The City does not necessarily require a total of 50 acres be designated for commercial uses, however, there should be some allotment of area provided for non-residential uses that could allow a church, daycare, retail or other use that supports residential development. The approval of Plat 5 would thus appear to only provide 1.96 acres of commercial area, which is found in the vicinity NW of the intersection of the Parkway and Lowry Blvd.

3. The Dedication Table on Sheet 1 of the Rolling Meadow Lakes Plat One lists thirteen (13) separate tracts of land for "Future Development". No lots or roadways are provided within this plat for these tracts. Subsequent plats show these tracts to be subdivided into lots and private streets are also shown. However, staff recommends that the language for these tracts be revised to indicate which Phase of development corresponds to each tract.

4. The Phase One Plat dedicates the Parkway to Brevard County, as well as Tract ZZ – which appears to be a connector road from the Parkway to Willowbrook Street. Both of these roadways shall be dedicated to the City of Palm Bay. Tracts ZZ (1-6), which will be the extension of Lowry Boulevard from its terminus in Port Malabar Unit 25 south to the Parkway, shall be established as road right-of-way, not a Tract. In addition, there are four (4) Tracts (JJ, R, YY, FF) that bisect Lowry and have been created for the bridge sections. These tracts shall also be established as right-of-way. Lowry shall be dedicated to the City.

5. The PDP provides two (2) connections from this project to an existing road running along the western boundary, called Sartori Avenue. These connectors are further provided in Phase 3 & 4. Approval from the owner of this private road shall be obtained prior to recordation of the plat that contains these connecting roadways.

6. There are two (2) primary recreation areas provided on the PDP and are shown on the Plat as Tracts BB and L. Neither of these tracts is contained within the Phase One Plat. In order to ensure that recreation amenities are provided commensurate with development, staff recommends that the improvements within Tract BB are constructed at the beginning of Phase Two construction. The larger Tract L, with the greatest development of amenities shown in the PDP, shall be constructed at the beginning of Phase 4.

7. This project will be required to pay its Proportionate Fair Share costs to off-set the impacts of this development on the surrounding road network. Additionally, the following list of is required of this project and will be conditions of approval:

   1. Development Agreement(s) establishing the off-site road improvements, as well as the road improvements and sidewalks within the project boundaries.

   2. Development Agreement(s) establishing the Utilities improvements including the size of water & sewer lines, the direction by which they will be brought to the site, the extent to which they may be extended off-site, and possible contributions towards a future Waste Water Treatment Plant that was approved within the South Regional Treatment Facility.

   3. Submission of an updated traffic study and a schedule of construction that matches the phases of development. All temporary roadway, drainage and utility termination per phase shall be designed to meet the current land Development Regulations of the Palm Bay Code of Ordinances. The phasing plan shall be designed to be independent of future construction and stand alone in the event that the project stalls or is discontinued.

STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

8702D,02

Palm Bay

June 19, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

Enclosed is a certified copy of Resolution No. 2014-16, vacating a portion of the San-Sebastian Farms Plat, which property is located in the vicinity north of Willowbrook Road, west of Babcock Street.

The City Council approved the resolution at Regular Council Meeting No. 2014-12, held on June 5, 2014.

If you should have any questions or require any additional information, please contact my office at (321) 952-3414.

Sincerely,

CITY OF PALM BAY

for Alice Passmore, CMC
City Clerk

tmj

Enclosure: Resolution No. 2014-16

Case No.: VP-1-2014

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org

RESOLUTION NO. 2014-16

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING A PORTION OF THE PLAT KNOWN AS SAN-SEBASTIAN FARMS, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rolling Meadow Ranch, Inc. has petitioned the City of Palm Bay to vacate and abandon a portion of the recorded plat of San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, and

WHEREAS, petitioner has complied with the requirements of Chapter 177.101 (3) and (4), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. A portion of the plat known as San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, legally described as follows:

> The west ½ of Section 5 and the northwest ¼ of Section 8, Township 30S, Range 37E, Brevard County, Florida,
>
> Less and except the following described parcel of land:
>
> Commence at the southwest corner of the northwest ¼ of said Section 8, as the Point of Beginning of the parcel of land herein described. Thence run N 00°40'19" E along the west line of said Section 8 a distance of 287.00 feet; thence run s 89°41'55" e to the north-south quarter Section line of said Section 8; thence run S 00°54'17" W along said north-south quarter section line, a distance of 247.00 feet to the southeast corner of the northwest ¼ of said Section 8; thence run S 89°26'11" W a distance of 2646.61 feet to the Point of Beginning; containing 460.58 acres, more or less;

is hereby vacated and abandoned and the City Council does hereby release, renounce, and disclaim any right of the City of Palm Bay and the public in and to the land lying within

"CERTIFIED COPY"

the confines thereof, and the City of Palm Bay does hereby relinquish any and all right, title, and interest, to the above portion of the recorded plat of San-Sebastian Farms.

SECTION 2. This Resolution shall take effect immediately upon the enactment date.

This Resolution was duly enacted at Meeting No. 2014-12, of the City Council of the City of Palm Bay, Brevard County, Florida, held on June 5, 2014.

William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

Applicant: Rolling Meadow Ranch, Inc.
Case No.: VP-1-2014

cc: 06-06-14 Applicant
Case File
B.C. Recording

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original on file in the office of the City Clerk of Palm Bay, Brevard County, Florida. WITNESS my hand and the official seal of the City of Palm Bay, this 17th day of JUNE 2014

City Clerk of the City of Palm Bay, Florida.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

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ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

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STAFF RECOMMENDATION:

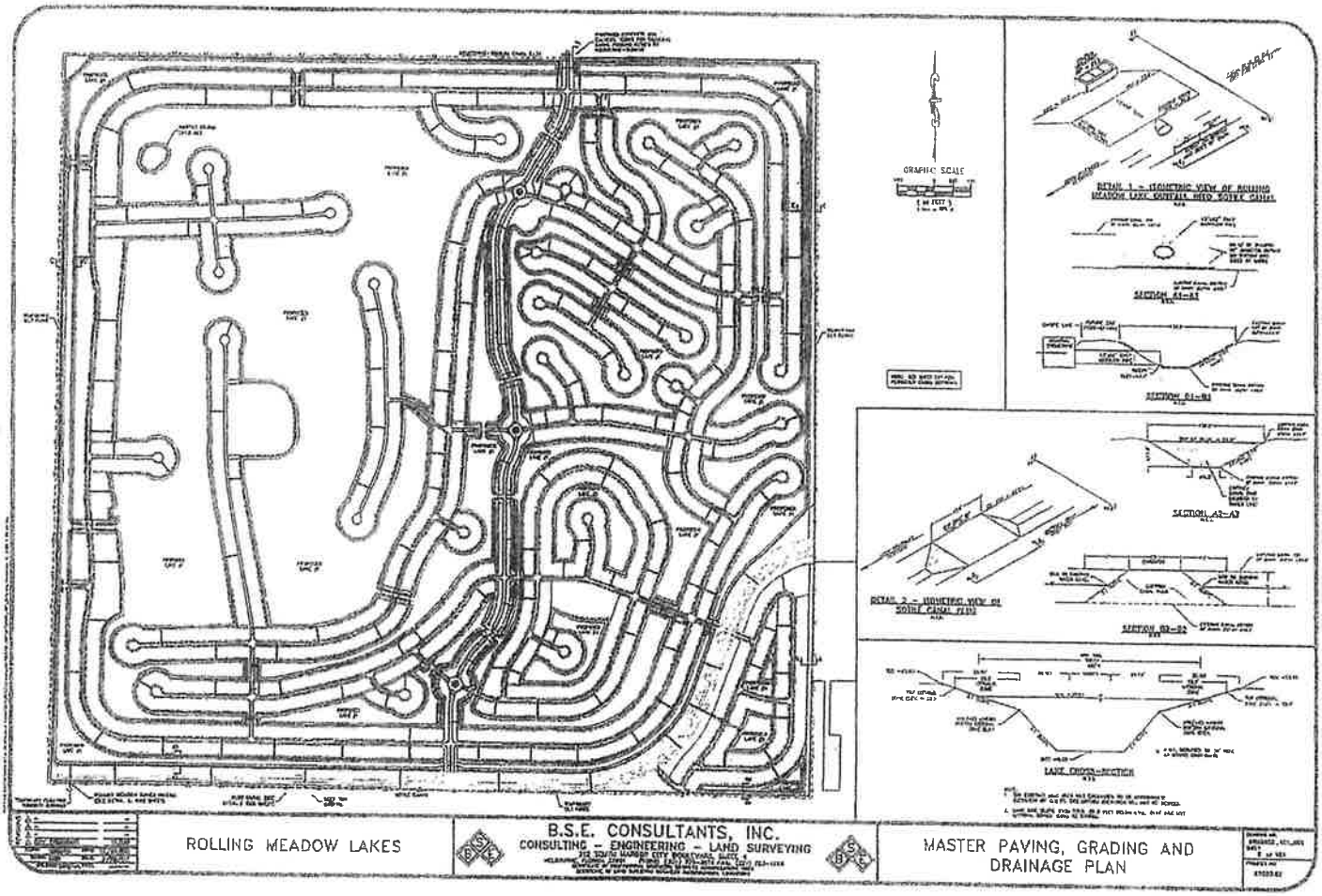
Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

Map for illustrative purposes only. Not to be construed as a survey or as a survey

Map created by the Land Development Division

N
W E
S

ROLLING MEADOW LAKES PUD


GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
MASTER PAVING, GRADING AND DRAINAGE PLAN

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott M. Glaubitz, PE, PLS., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE# (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1376.23

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses (if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $1,000.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6-24-14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

June 24, 2014

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Final Development Plan application for said property.

(Signature)

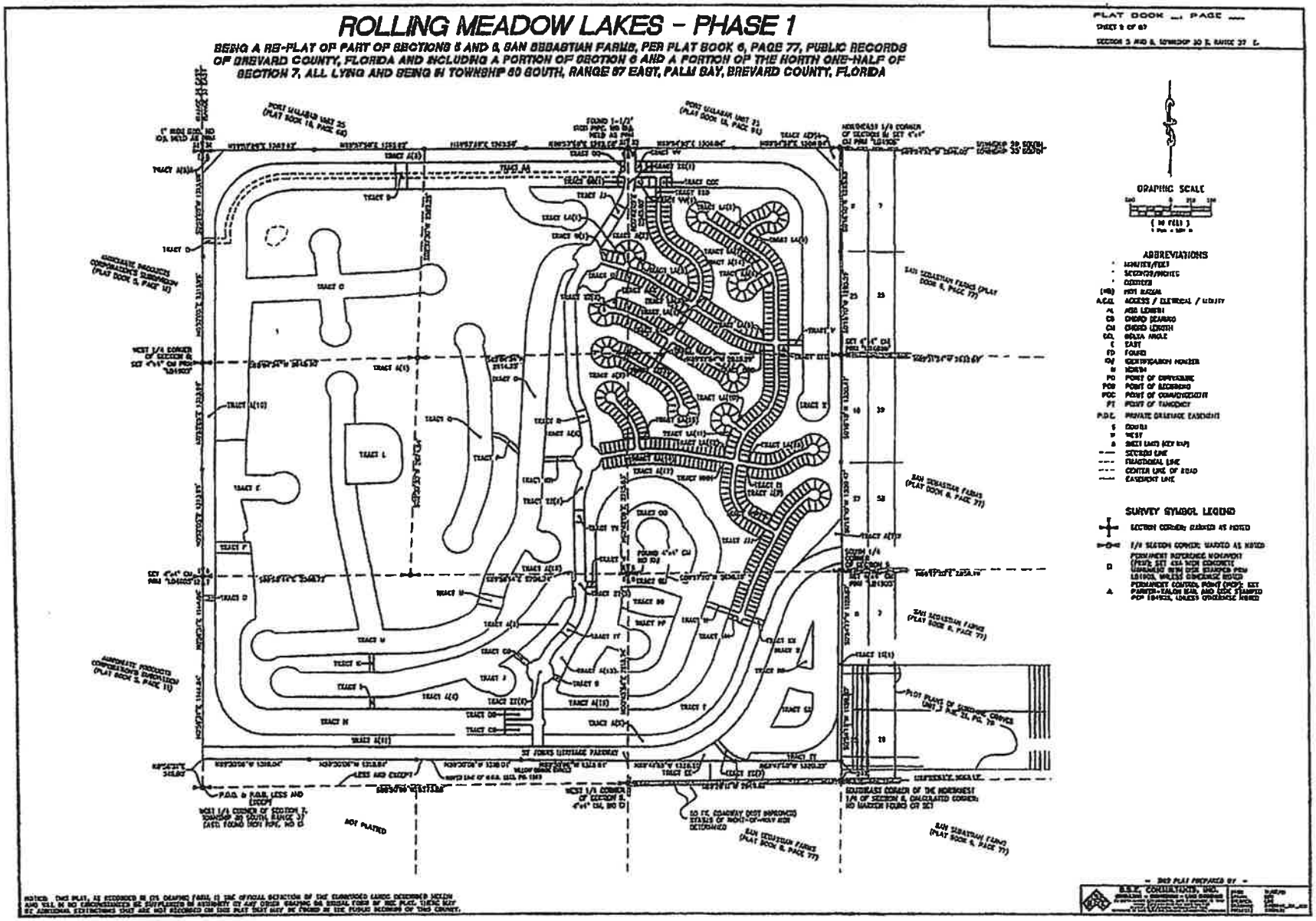
STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 2014
by Andy Machata., who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

Julie A. Bernal
Notary Public
Serial No. EE 220935
My commission expires 11-12-16



Appendix0151

ROLLING MEADOW LAKES - PHASE 1

BEING A RE-PLAT OF PART OF SECTIONS 5 AND 8, DAN SEBASTIAN FARMS, PER PLAT BOOK 8, PAGE 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND INCLUDING A PORTION OF SECTION 6 AND A PORTION OF THE NORTH ONE-HALF OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS N89°56'37"E.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT R-1, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITIES AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. THERE IS HEREBY RESERVED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ADJOINING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY, A 10' WIDE UTILITY EASEMENT (UNLESS OTHERWISE NOTED), A 5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS TO REMAIN IN PERPETUITY FOR THE BENEFIT OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY EASEMENTS SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., BRIGHT HOUSE AND CITY OF PALM BAY (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
5. SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY HAS BEEN PREVIOUSLY INSTALLED ON THE EASEMENT, WHEN MORE THAN ONE LOT OR PARTS OF LOTS ARE CONSIDERED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS REMAINING SHALL BE LOCATED ONLY ALONG AND ADJACENT TO THE EXTERIOR BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT R-1) SHOWN HEREON ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(8) & 177.091(9).
10. LOTS AND TRACTS ADJOINING EXISTING AND PROPOSED STORM WATER LAKES, FLOW WAYS, WETLANDS AND ANY SUCH FEATURES CONSTRUCTED IMPROVEMENTS TO THE PLAT SHALL NOT HAVE MINIMUM NOTICE WITH RESPECT TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY BERMING, MOUNDS OR LEVEE, DRAINAGE STRUCTURES OR ADJOINING LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS R, I, & A, FOR EASEMENT PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS & EGRESS THERETO, PERMANENT TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND ALL LOTS AND PARCELS HEREAFTER DEVELOPED THEREON.
12. TRACTS R, I & A SHALL BE RESERVED FOR OPEN SPACE, GEOTECHNICAL USES, LANDSCAPING BUFFERS, IRRIGATION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A DIRECT USE TRAIL OR PERVIOUS TRAIL SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. BOUNDARY AND RELATED IMPROVEMENTS ARE SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHOSE DUTY INCLUDE A HOMEOWNERS ASSOCIATION.
14. THERE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE DESIGNED INTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPES, DRAIN STRUCTURES OR ASSOCIATED STORM WATER IMPROVEMENTS FACILITIES LOCATED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL CLEARANCES FOR/TRACT LINES ARE RADIAL UNLESS ENDED UNLESS OTHERWISE NOTED.

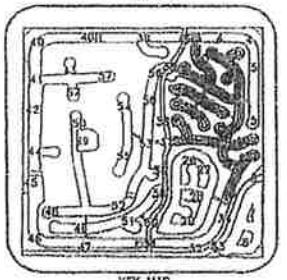
TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
TRACT R-1	108.26	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-1	8.43	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-2	4.53	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-3	12.17	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-5	24.28	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-6A	9.85	CONSERVATION	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
TRACT A-6B	15.84	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-7	53.66	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-7A	1.03	CONSERVATION	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
TRACT A-7B	1.89	CONSERVATION	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
TRACT A-8	21.21	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-9	44.61	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-10A	19.92	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-10B	21.85	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-11	24.46	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-12	4.15	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-13	32.84	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-14	15.48	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT A-15	25.17	ROW/UTILITY/DRAINAGE/OPEN ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT AA	38.38	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT AAA	0.86	OPEN SPACE/PUBLIC ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT C	1.08	OPEN SPACE/RECREATION	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT BB	3.52	OPEN SPACE/RECREATION	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT BBB	0.17	LIFTSTATION/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT E	68.13	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT EE	0.18	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT FF	0.23	R.O.W. LIFT STATION	CITY OF PALM BAY
TRACT G	9.33	LIFTSTATION/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT GG	0.29	FUTURE DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT HH	0.21	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT I	19.38	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT II	1.89	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT J-1	0.73	R.O.W. LIFT STATION	CITY OF PALM BAY
TRACT J	1.42	LIFTSTATION/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT JJ	0.43	LIFTSTATION/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT K	0.22	LIFTSTATION/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT KK	0.26	LIFTSTATION/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT M	61.52	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT MM	0.19	R.O.W. LIFT STATION	CITY OF PALM BAY
TRACT MMM	0.19	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT L	0.19	ROW/UTILITY/DRAINAGE	CITY OF PALM BAY
TRACT N	0.17	ROW/UTILITY/DRAINAGE	CITY OF PALM BAY
TRACT NN	0.17	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT P	35.69	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT Q	0.42	ROW/UTILITY/DRAINAGE	CITY OF PALM BAY
TRACT QQ	0.24	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT R	0.34	ROW/UTILITY/DRAINAGE	CITY OF PALM BAY
TRACT S	0.40	ROW/UTILITY/DRAINAGE	CITY OF PALM BAY
TRACT SS	0.19	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT T	0.18	ROW/UTILITY/DRAINAGE	CITY OF PALM BAY
TRACT TT	0.42	ROW/UTILITY/DRAINAGE	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT U	18.53	FUTURE DEVELOPMENT	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(1)	3.36	ROW-OF-WAY	CITY OF PALM BAY
TRACT UU(2)	1.36	ROW-OF-WAY	CITY OF PALM BAY
TRACT UU(3)	0.34	ROW-OF-WAY	CITY OF PALM BAY
TRACT UU(4)	13.80	ROW-OF-WAY	CITY OF PALM BAY
TRACT UU(5)	1.65	ROW-OF-WAY	CITY OF PALM BAY
TRACT UU(6)	0.81	ROW-OF-WAY	CITY OF PALM BAY
TRACT UU(7)	0.56	ROW-OF-WAY	BREVARD COUNTY
ST. JOHNS TECHNICAL PARKWAY	32.59	ROW-OF-WAY	BREVARD COUNTY

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
TRACT UU(8)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(9)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(10)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(11)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(12)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(13)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(14)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(15)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(16)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(17)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(18)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(19)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(20)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(21)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(22)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(23)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(24)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(25)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(26)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(27)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(28)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(29)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(30)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(31)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(32)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(33)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(34)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(35)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(36)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(37)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(38)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(39)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(40)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(41)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(42)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(43)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(44)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(45)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(46)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(47)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(48)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(49)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(50)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(51)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(52)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(53)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(54)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(55)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(56)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(57)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(58)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(59)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(60)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(61)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS
TRACT UU(62)	0.84	OPEN SPACE/PUB ACCESS	RMLMHA, ITS SUCCESSORS AND/OR ASSIGNS

LOCATION MAP
N.T.S.



KEY MAP
N.T.S.

DESCRIPTION OF PROPERTY:

THE WEST 1/2 SECTION 5, ALL OF SECTION 8, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN NORTHERLY ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 30.00 FEET TO THE NORTHERLINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3613, PAGE 1665, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE, CONTINUE ALONG SAID NORTH LINE, A DISTANCE OF 1653.61 FEET TO THE EAST LINE OF SAID PARCEL; THENCE RUN ALONG THE WEST LINE OF SAID SECTION 6, THENCE CONTINUE A DISTANCE OF 2154.85 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 6, THENCE S00°34'11"E, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 2147.40 FEET TO THE SOUTHERLY CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6, THENCE S89°56'37"W, A DISTANCE OF 2648.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6 (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7), THENCE S89°56'37"W A DISTANCE OF 1327.88 FEET TO THE POINT OF BEGINNING.

LEGEND

RMLMHA - ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
POB - POINT OF BEGINNING
S.E. - SANITARY SEWER

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.V. CONSULTANTS, INC.
ENGINEERS - SURVEYORS - LAND PLANNERS
2035 SOUTH HARBOR CITY BOULEVARD, SUITE #4
MELBOURNE, FLORIDA 32901
PHONE: (321) 242-2220 FAX: (321) 242-2221

SEAL | SIGN | DATE | REVISIONS | BY

PLAT BOOK ___ PAGE ___

SHEET 1 OF 2

SECTION 5 AND 8, TOWNSHIP 30 S, RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 1

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby dedicates to the City of Palm Bay, Florida all streets and roads shown hereon dedicated as Tract R(1) and A(7) and St. Johns Heritage Parkway. No other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that all other easements and common areas shown hereon be privately owned and maintained and that the owner and the City of Palm Bay, Florida have no right of interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto, this ___ day of _____, 20__.

BY: _____

WITNESS: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

This is TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ (President) and _____ (Secretary) of the above named corporation incorporated under the laws of State of Florida to me known to be the individuals and/or persons described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed on behalf of said corporation; that affiant was duly authorized; that the execution is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he _____ has completed the boundary survey of the lands shown on the foregoing plat; that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE E. MORRIS
B.S.V. Consultants, Inc.
2035 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901

LB or business Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____

Craig S. Wilkinson, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

This is TO CERTIFY, That on this ___ day of _____, 20__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

_____
Mayor

ATTEST:
_____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____, 20__, File No. _____.

_____ Clerk of the Circuit Court and By:

Brevard County, Fla. ATTEST:

Appendix0152

ROLLING MEADOW LAKES - PHASE 2

BEING A RE-PLAT OF TRACT T AND TRACT UU, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT T AND TRACT UU, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING & BEING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°13'39"W, AS PER THE RECORDED PLAT OF ROLLING MEADOW LAKES - PHASE 1.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT ZZ(C) AND TRACT ZZ(D), FOR THE INSTALLATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF UTILITIES AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. NOTICE IS HEREBY GIVEN THAT ONLY AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY A 10' PUBLIC UTILITY EASEMENT UNLESS OTHERWISE NOTED. A 5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY GRANTED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. FOR THE PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CITY OF PALM BAY (+ CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDERS).
5. SIDE LOT EASEMENTS LOCATING ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY AND DATA PREVIOUSLY INSTALLED ON THE EASEMENT WHICH MORE THAN ONE LOT OR PARTS OF LOTS ARE CONSIDERED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS RESERVED SHALL BE LIMITED ONLY ALONG AND ADJACENT TO THE OUTSIDE LINES OF THE CONSIDERED BUILDING SITE.
6. ALL STREETS (TRACT ZZ(A) AND TRACT ZZ(B)) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE UTILITY EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SAID DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION BEHIND THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(6) & 177.091(8).
10. LAKE AND TRACTS ADJOINING EXISTING AND PROPOSED STORM WATER LAKES, FLOW WAYS, WETLANDS AND ANY SUCH FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE REPAIR OR RIGHTS WHATSOEVER TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DRAINAGE PIPES OR LINES, DRAINAGE STRUCTURES OR AQUATIC LANDSCAPE PLANTINGS WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH G FOR BALANCE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SAID TRACTS AND ALL LOTS AND PARCELS WITHIN DEVELOPED PHASES.
12. TRACTS H, I, & J SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, DRAINAGE FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL ON PRIVATE AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. LANDSCAPING AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. NONE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENT OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN CHARACTERIZED OR DESCRIBED IN NOTES HEREIN ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPE, STORM STRUCTURES OR ASSOCIATED STORM WATER IMPROVEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL CURVILINEAR LOT/TRACT LINES ARE RADIAL, AND/OR TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY TABLE

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY
LA(A)	0.15	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(B)	0.20	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(C)	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(D)	0.03	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(E)	0.05	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
ZZ(E)	4.30	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(D)	13.20	RIGHT-OF-WAY	CITY OF PALM BAY

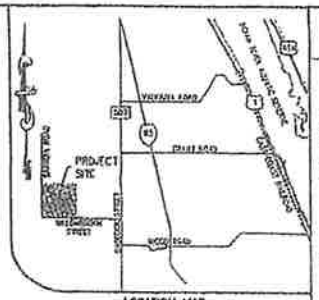
LEGEND:
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
PED = PEDESTRIAN

ABBREVIATIONS

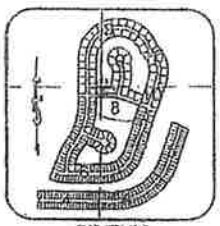
'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NON RADIAL
A.E.U.	ACCESS / ELECTRICAL / UTILITY
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	DELTA ANGLE
E	EAST
FD	FOUND
ID#	IDENTIFICATION NUMBER
N	NORTH
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
P.O.E.	PRIVATE DRAINAGE EASEMENT
S	SOUTH
W	WEST
Z	DIRECT LINKS (PER PLAT & BOUNDARY KEY MAP)
———	SECTION LINE
—·—	FRACTIONAL LINE
- - -	CENTER LINE OF ROAD
—·—·—	EASEMENT LINE

SURVEY SYMBOL LEGEND

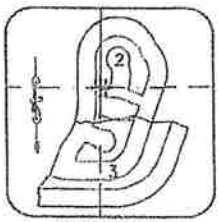
⊙	SCREW CORNER MARKER AS NOTED
⊕	1/4 SECTION CORNER MARKER AS NOTED
■	PERMANENT REFERENCE MONUMENT (PRM) SET 4X4 CONCRETE MONUMENT WITH DISK STAMPED PRM LB1880, UNLESS OTHERWISE NOTED
▲	PERMANENT CONTROL POINT (PCP) SET FARNUM-WILSON NAIL AND DISK STAMPED PCP LB1880, UNLESS OTHERWISE NOTED



LOCATION MAP
N.T.S.



PLAT KEY MAP
N.T.S.



BOUNDARY KEY MAP
N.T.S.

PLAT BOOK __, PAGE __
SHEET 1 OF 10

SECTION 5, 6, 7, AND 8, TOWNSHIP 30 S., RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 2

hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby further dedicates to the City of Palm Bay, Florida all streets and roads shown hereon identified as TRACT ZZ(A) AND TRACT ZZ(B), for street purposes and hereby dedicated or granted to the public, at large, for the purpose of the unrestricted use of their respective and applicable uses; streets hereon to be perpetually owned and maintained and that the public and the City of Palm Bay, Florida have the right of ingress and egress.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

BY: _____

ATTEST: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, that on _____, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ and _____, respectively _____ and Assistant Secretary of the above named corporation, incorporated under the laws of State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that affixed and it was affixed in duly affixed thereto; and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires, _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____, he completed the boundary survey of the lands shown on the foregoing plat and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said lands is located in Brevard County, Florida.

_____ Florida License Number 5201

LESLIE E. HEILAND
D.S.E. Consultants, Inc.
317 South Harbor City Boulevard, Suite #1
Melbourne, Fla. 32901

LB - 0001695
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I, CHARLES CRAWFORD, have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number 5201
Craig S. Wadsworth, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on this ___ day of _____, 2007 the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor _____

ATTEST: _____
City Clerk

CERTIFICATE OF CLERK

I, HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____ As No. _____ and recorded in the Official Records of Brevard County, Fla.

Clerk of Circuit Court In and For Brevard County, Fla. ATTEST:

- THIS PLAT PREPARED BY -

D.S.E. CONSULTANTS, INC.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0153

ROLLING MEADOW LAKES - PHASE 3

BEING A RE-PLAT OF TRACTS AA, C, O, Q, AND X, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT AA, C, O, Q, AND TRACT X, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __ PAGE __ PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, LYING & BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°56'24"W.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT 22(1) FOR THE INSTALLATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF UTILITIES AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH THE STREET RIGHTS OF WAY A 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED). A 5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CITY OF PALM BAY (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
5. SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY LINE WERE PREVIOUSLY INSTALLED ON THE EASEMENT. WHEN MORE THAN ONE LOT OR PARTS OF LOTS ARE CONSOLIDATED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS DESCRIBED SHALL BE LOCATED ONLY ALONG AND ADJACENT TO THE EXTERIOR LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT 22(1)) SHOWN TRACT 22(1)) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CONTAINED ALONG LOT LINES UNLESS SPECIFICALLY EXPRESSED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(8) & 177.091(9).
10. LOTS AND TRACTS ABUTTING EXISTING AND PROPOSED STORM WATER LAKES, FLOW WAYS, WETLANDS AND ANY SUCH FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR AQUATIC LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS 2 THROUGH 9 FOR DRAINAGE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND ALL LOTS AND PARCELS HEREAFTER DEVELOPED THEREON.
12. TRACT(S) _____ SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, RETENTION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL, OR PREVIOUSLY AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. SIDEWALKS AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. THERE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE NOTATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN ORTHOGRAPHICALLY OR DESCRIBED IN NOTES HEREON ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK ___ PAGE ___ PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL CURVILINEAR LOT/TRACT LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
XXX	0.01	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(A)	0.13	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(B)	0.10	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(E)	0.08	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(D)	0.06	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(C)	0.11	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(F)	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(C)	0.19	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(H)	0.24	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LIL	0.01	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
WWW	0.07	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
NNN	0.01	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
OOO	0.31	L.S. LIFT STATION	CITY OF PALM BAY
PPP	0.24	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
QQQ	0.38	L.S. LIFT STATION	CITY OF PALM BAY
RRR	0.21	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
22(10)	1.88	RIGHT-OF-WAY	CITY OF PALM BAY
22(11)	0.38	RIGHT-OF-WAY	CITY OF PALM BAY
22(12)	3.18	RIGHT-OF-WAY	CITY OF PALM BAY
22(13)	0.39	RIGHT-OF-WAY	CITY OF PALM BAY
22(14)	3.42	RIGHT-OF-WAY	CITY OF PALM BAY

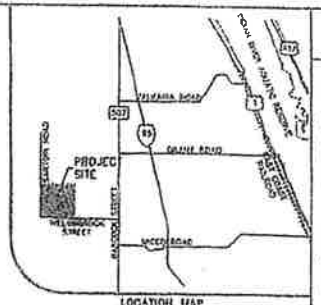
LEGEND:

RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
(45) = MERIDIAN
S.S. = SANITARY SEWER

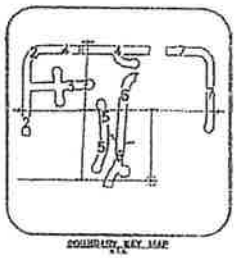
- THIS PLAT PREPARED BY -

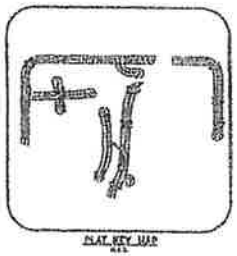
B.S.E. CONSULTANTS, INC.
[illegible]

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP
N.T.S.


SUBDIVISION KEY MAP
N.T.S.


PLAT KEY MAP
N.T.S.

PLAT BOOK __, PAGE __
SHEET 1 OF 17
SECTION 5, 6, AND 7, TOWNSHIP 30 S, RANGE 37 E

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 3

hereby dedicates said lands and plat for the uses and purposes therein expressed and declares all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby further dedicates to the City of Palm Bay, Florida all streets and roads shown hereon. Dedicator as TRACT 22(10) THRU TRACT 22(14), the other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that all prior easements and common areas shown hereon be privately owned and maintained and that the public and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto

BY: _____

WITNESS: _____

WITNESS: _____

SEAL

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ and _____ respectively _____ and _____ of the above named corporation to me known to be the individuals described therein and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized. That affixed and of said corporation to duly affixed thereto and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____ he completed the boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE C HOWARD
B.S.E. Consultants, Inc.
372 South Harbor City Boulevard, Suite #1
Melbourne, Fla. 32901

LB - 0004106
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes

_____ Florida Registration Number _____
Craig S. Sallstrom, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

DAY IS TO CERTIFY, That on this ___ day of _____, 20__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____, File No. _____

_____ Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST:

Appendix0154

ROLLING MEADOW LAKES - PHASE 4

BEING A RE-PLAT OF TRACT E, H, J, AND M, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 6 AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT E, H, J, AND TRACT M, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __, PAGE ..., PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING A REPLAT IN SECTIONS 6 AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°59'51"E.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND ITS PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT 17(__), FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UNDERGROUND AND RELATED APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. TRACT R IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ADJOINING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY A 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED). A 15' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CITY OF PALM BAY (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
5. SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARY OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR SWALE HAS BEEN PREVIOUSLY INSTALLED ON THE EASEMENT, WHEN MORE THAN ONE LOT OR PARTS OF LOTS ARE CONSOLIDATED AS A SINGLE BUILDING SITE, SIDE LOT UTILITY EASEMENTS RESERVED SHALL BE LOCATED ONLY ALONG ARE ADJACENT TO THE SIDE BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT R(S)) FROM TRACT 17(A) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND SWALE EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION SHOWN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(9) & (10) AS AMENDED.
10. LOTS AND TRACTS ARE THE EXISTING AND PROPOSED STORM WATER LAKES, FLOW WAYS, RETAINING AND ANY SUCH FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE OR WOULD HAVE ANY RIGHT WITH RESPECT TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR ASSOCIATED LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. ALL EASEMENTS IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH G FOR DRAINAGE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTINENT TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND NOT UNTO ANY PARTICULAR INDIVIDUAL OR PERSON.
12. TRACTS H, I, & J SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, IRRIGATION FACILITIES, SHELTERS, PAVEMENT, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A PAVED 8'0" TRAIL OR PERMIT AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. BOARDWALK AND RELATED IMPROVEMENTS ARE SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. MORE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PUBLIC DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENT OF DRAINAGE FACILITIES AND RELATED APPURTENANCES LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN EXCLUSIVELY OR RESERVED IN PLATS HEREON ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RECREATION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITH THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER CERTAIN RECORDED BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL DIMENSIONS (OTHER THAN ANGLES AND RADIAL AND TANGENT LENGTHS OTHERWISE NOTED

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
LAK(A)	0.67	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(B)	0.06	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(C)	0.11	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(D)	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(E)	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(F)	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(G)	0.14	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LAK(H)	0.49	OPEN SPACE	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LL	0.13	OPEN SPACE	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LM	0.17	OPEN SPACE	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
YYY	0.14	P.S. LIFT STATION	CITY OF PALM BAY
ZZ(15)	2.70	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(16)	2.70	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(17)	2.70	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(18)	6.23	RIGHT-OF-WAY	CITY OF PALM BAY

ABBREVIATIONS:
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
PED = PEDESTRIAN
SS = SANITARY SEWER

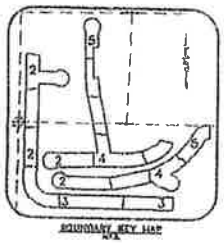
ABBREVIATIONS

'	DEGREES/FEET
"	SECONDS/INCHES
°	DEGREES
(TYP)	NOT RADIAL
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	DELTA ANGLE
E	EAST
FD	FOUND
ID	IDENTIFICATION
M	MEASURED
N	NORTH
PC	POINT OF CURVATURE
P.D.E.	PRIVATE DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
S	SOUTH
W	WEST
#	SURVEY LOTS (PER PLAT KEY MAP)
----	SECTION LINE
-·-·-	FRACTIONAL LINE
-·-·-	CENTER LINE OF ROAD
——	EASEMENT LINE

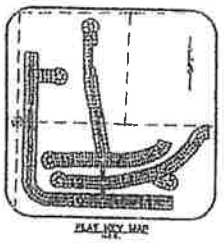
SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 CONCRETE MONUMENT WITH DISC STAMPED PRM LB#7824 UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP); SET PARKER-KALON #AIL AND DISC STAMPED PCP LB#7824, UNLESS OTHERWISE NOTED

LOCATION MAP
N.T.S.



BOUNDARY KEY MAP
N.T.S.


PLAT KEY MAP
N.T.S.

— THIS PLAT PREPARED BY —

B.S.E. CONSULTANTS, INC.
[illegible]

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT BOOK __ PAGE __
SHEET 1 OF 2
SECTION 6 AND 7, TOWNSHIP 30 S, RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, hereby the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 4

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby forever dedicates to the City of Palm Bay, Florida all streets and those areas hereon designated as Tract R(S) and Tract 17(A). No other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that other easements and reservations shown hereon be privately owned and maintained and that the public and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto

BY: _____

WITNESS _____

WITNESS _____ SEAL

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized in the aforementioned to the State and County aforesaid, personally appeared _____ and _____ respectively of _____ and Assistant Secretary of the above named corporation known to me to be the persons described in and executed the foregoing Dedication and severally acknowledged the execution thereof to be their act and deed as such officers thereunto duly authorized that official seal of said corporation is duly affixed thereto, and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____, he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE E HIGHSMITH
B.S.E. Consultants, Inc.
333 South Hunter Cir. Boulevard Suite #4
Melbourne, FL 32901

LB - 7824
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____
Craig S. Matthews, Professional Surveyor and Mapper in and for the City of Palm Bay Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on the __ day of _____, 19__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor _____

ATTEST:

City Clerk _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____ M. and recorded in _____ of the Official Records of said County.

Clerk of the Circuit Court in and for Brevard County, Florida, ATTEST: _____

Appendix0155

ROLLING MEADOW LAKES - PHASE 5

BEING A RE-PLAT OF TRACT Z, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5 AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT Z, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ___ PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING & BEING IN SECTIONS 5 AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

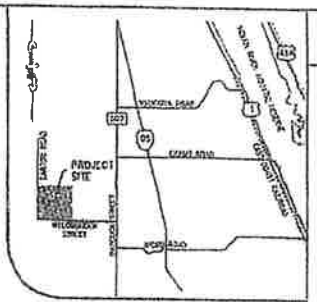
PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°19'30"E.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, BY SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT DISTURB THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, TO THE EXTENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT 22[__], FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITIES AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR VEHICLES AND PEDESTRIANS INCIDENT AND CONNECTED THEREWITH.
4. NOTE IS HEREBY MADE THAT THE FRONT 10' OF ALL LOTS AND TRACTS ABUTTING AND CONTIGUOUS WITH THE STREET RIGHTS-OF-WAY OF WILD A 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED). A 7' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CY OF PALM BAY (A CABLE TELEVISION AND TELECOMMUNICATIONS SERVICE PROVIDER).
5. THE LOT EASEMENT LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE SUBSYSTEM OR UTILITY HAS BEEN PREVIOUSLY INSTALLED ON THE EASEMENT, WHICH CASE SAID LOT OR PARTS OF LOTS ARE CONSIDERED AS A SINGLE BUILDING SITE. THE SIDE LOT UTILITY EASEMENTS OCCUPIED SHALL BE VACATED ONLY ALONG AND CONTIGUOUS TO THE SIDE BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL CORNERS (UNLESS NOTED) ARE CONCRETE MONUMENTS TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE ALSO ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS EXPRESSLY DESIGNATED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THIS SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(8) & 177.091(9).
10. LOTS AND TRACTS ABUTTING EXISTING AND PROPOSED STORM WATER LOTS, FLOW WAYS, RETENTION AND ANY SUCH FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE ANYMORE RIGHTS THAN ADJACENT TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DAMAGES CAUSED BY LAKES, DRAINAGE, RETENTION OR AQUATIC LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. AN EASEMENT IS HEREBY CREATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH G FOR DRAINAGE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND ENFORCEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE ACHIEVEMENT, AND SAID EASEMENT SHALL BE APPURTENANT TO AND RUN WITH TRACTS AND ALL LOTS AND PARCELS WITHIN ROLLING MEADOW LAKES.
12. TRACTS M, I, & J SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING FEATURES, IRRIGATION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A PAVED BIKE TRAIL (IF NOTED) AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. SIDEWALKS AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. NOTE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PUBLIC DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENT OF DRAINAGE FACILITIES AND RELATED APPURTENANTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN DIAGONALLY OR DESIGNATED IN NOTES HEREON ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF ANY STORM SEWER, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK ___ PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL EVERGLADES LOT/TRACT LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED

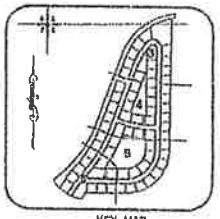
TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
A,I,J,K,	2.38	OPEN SPACE	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
B,G	0.07	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
C,F	0.84	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
D,E,L	1.25	OPEN SPACE/RECREATION	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
S,U	0.07	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
R,T,V	0.01	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
W	1.59	OPEN SPACE	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
22[__]	3.87	RIGHT-OF-WAY	CITY OF PALM BAY

ABBREVIATIONS:
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
PED = PEDESTRIAN
S.S. = SANITARY SEWER



LOCATION MAP
N.T.S.



KEY MAP
N.T.S.

PLAT BOOK ___ PAGE ___
SHEET 1 OF 6

SECTION 5 AND 8, TOWNSHIP 30 S., RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 5

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as shown and hereon to the City of Palm Bay, Florida for the purposes and of the public and hereby further dedicates to the City of Palm Bay, Florida all streets and roads shown hereon dedicated as such thereon. All other easements are hereby dedicated or granted for the uses, as noted hereon. All of the undersigned does all other easements and common areas shown hereon for ownership owned and maintained and that the lands and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

By: _____

WITNESS: _____

WITNESS: _____

SEAL

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ and _____, to me known to be the individuals described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that official seal of said corporation is duly affixed thereto; and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires, _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he _____, has completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE E DUVALL
B.S.C. Consultants, Inc.
717 South Harbor City Boulevard, Suite 24
Melbourne, FL 32901

LB - 0024903
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find it to be in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registered Number _____
Craig S. Wadsworth, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this ___ day of _____, 19__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor _____

ATTEST:

City Clerk _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____, 19__, in _____ Book ___ of the Circuit Court & for Brevard County, FL 32935.

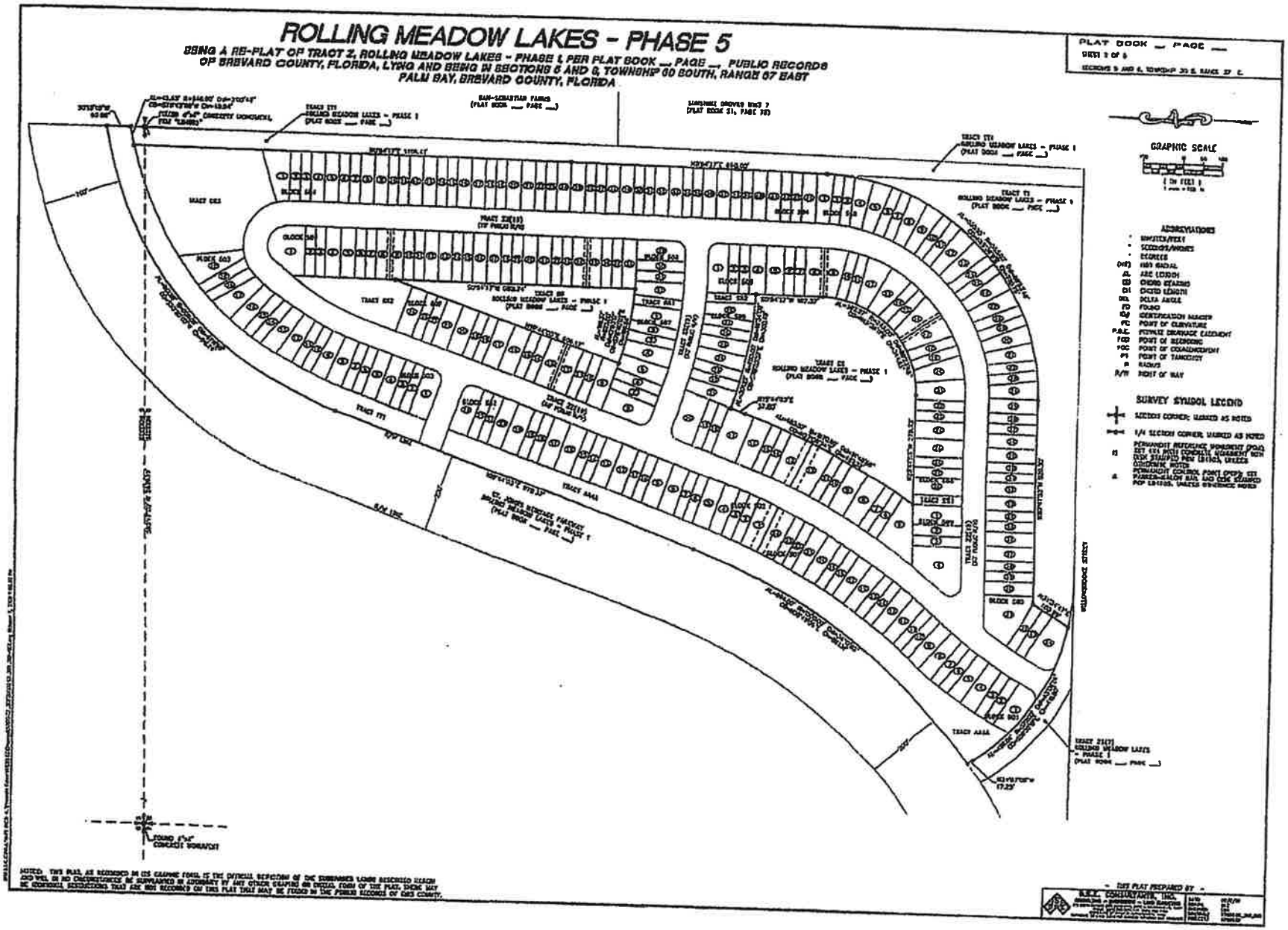
_____
Clerk of the Circuit Court & for Brevard County, FL 32935

- THIS PLAT PREPARED BY -

B.S.C. CONSULTANTS, INC.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0156


ROLLING MEADOW LAKES - PHASE 5
BEING A RE-PLAT OF TRACT Z, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5 AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA
PLAT BOOK __ PAGE __
SHEET 1 OF 5
GRAPHIC SCALE
ABBREVIATIONS
SURVEY SYMBOL LEGEND
SECTION CORNER; MARKED AS NOTED
1/4 SECTION CORNER; MARKED AS NOTED
FOUND 4"x4" CONCRETE MONUMENT
SET 4"x4" CONCRETE MONUMENT (P.R.M.) WITH DISK STAMPED PRM (STICK UNLESS OTHERWISE NOTED)
PERMANENT CONTROL POINT (PCP) SET 5/8" IRON ROD AND CAP STAMPED PCP LB 4756 (UNLESS OTHERWISE NOTED)
SET PLAT PREPARED BY
R.B.S. CONSULTANTS, INC.

Rolling Meadow Lakes

Final PUD Application
Development Schedule

1. The final order will depend upon the Palm Bay Utility Department's schedule for their utility plant upgrades. Currently, the submittal allows for two different sequencing scenarios.

2. Initial construction is projected to commence ± 2 years from the date of PUD approval.

3. The duration is anticipated to be ± 8 – 10 years.

4. Open space and complimentary buildings will occur in accordance with zoning requirements, if not before.

PDP.02 C

Palm Bay

September 10, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

This letter is to officially notify you of the action taken by the City Council of the City of Palm Bay on your requests for:

1) Approval of a preliminary multi-use Planned Unit Development (PUD) to be known as Rolling Meadows Lakes; and

2) Approval of a final PUD to be known as Rolling Meadow Lakes.

The City Council approved the preliminary PUD request at its Regular Council Meeting No. 2014-18, held on August 21, 2014.

The final PUD request was approved by City Council at its Regular Council Meeting No. 2014-19, held on September 4, 2014, subject to the conditions in the Staff Report, and that final execution of the development agreement occur prior to June 30, 2015.

An additional condition of the final approval of the PUD is the recordation of the final plat with Brevard County. The mylar needs to be submitted to the Growth Management Department at 120 Malabar Road, SE, phone number (321) 733-3042, to obtain the required signatures. After the plat is recorded, one (1) reproducible and five (5) copies of the recorded plat are required to be submitted to the Growth Management Department, at the aforementioned address.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Growth Management Director, at 733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

Enclosure: Land Development Division Staff Report

Case Nos. PUD-15-2014 and PUD-16-2014

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321.952.3414 • Fax: 321.952.3971
Visit our website: www.palmbayflorida.org

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-15-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Preliminary Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (+)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:
- N – RS-2, Single Family Residential (across Canal No. 38); Single Family Homes
- E – PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes
- S – GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes
- W – GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-15-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Preliminary Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. The Preliminary Development Plan (PDP) proposes 2,063 total residential units. 1,815 of these units are single family lots ranging from 55-foot wide to 100-foot wide. The remaining 248 units are to be townhomes and/or villas. Every residential property either fronts upon or has a direct view of the 600+ acres of lakes that are provided throughout the community. Roughly 51 acres of land in the SE portion of the property is being designed to accommodate commercial and institutional development that serves the residents of Rolling Meadow Lakes, as well as future landowners adjacent to the development.

2. As stated above, this project includes over 600 acres of lakes that are inter-connected and provide both stormwater treatment/retention and some limited recreation for the property owners. Several "pocket" parks and two (2) main recreation areas are provided upon a total of 12 acres of land. The larger of the two main areas will contain a basketball and racquetball court; multiple tennis courts; an open, multi-purpose field; an observation pier

and floating dock; an exercise room; several pavilions and a possible restaurant. The abundance of open space and lake amenities create a low-intensity development of only 1.5 units per acre which complies with the cap set by Ordinance No. 2005-51.

3. In order to receive Preliminary Planned Unit Development approval, the proposal must meet the twelve (12) requirements (Items A – L) of Section 185.065 of the City of Palm Bay's Code of Ordinances. A review of the submitted plan and supporting documents finds the project to be in substantial conformance with these requirements.

4. Larger scope items, such as access to and from the project and the provision of utilities, will be addressed in the Final PUD staff report. This will include the requirement of such items as an updated Traffic Study and Development Agreements addressing off-site Public Improvements to ensure the provision of basic subdivision necessities.

5. Comprehensive Plan Future Land Use Map amendments will be required prior to approval of the multiple family residential, commercial, and possibly the institutional use developments that are conceptually shown on the PDP. The western area of the site, approximately 165 acres, is located in a Special Flood Hazard Area. Any properties located in this area that are intended for development must apply for a FEMA MT-1 CLOMR-F. A copy of the approved FEMA permit will be required prior to issuance of a Certificate of Completion for any improvements made within this area, including any roadways.

STAFF RECOMMENDATION:

Case No. PUD-15-2014 is recommended for approval, subject to the staff comments contained in this report.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (+)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes
E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes
S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes
W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Final Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

2. The City does not necessarily require a total of 50 acres be designated for commercial uses, however, there should be some allotment of area provided for non-residential uses that could allow a church, daycare, retail or other use that supports residential development. The approval of Plat 5 would thus appear to only provide 1.96 acres of commercial area, which is found in the vicinity NW of the intersection of the Parkway and Lowry Blvd.

3. The Dedication Table on Sheet 1 of the Rolling Meadow Lakes Plat One lists thirteen (13) separate tracts of land for "Future Development". No lots or roadways are provided within this plat for these tracts. Subsequent plats show these tracts to be subdivided into lots and private streets are also shown. However, staff recommends that the language for these tracts be revised to indicate which Phase of development corresponds to each tract.

4. The Phase One Plat dedicates the Parkway to Brevard County, as well as Tract ZZ – which appears to be a connector road from the Parkway to Willowbrook Street. Both of these roadways shall be dedicated to the City of Palm Bay. Tracts ZZ (1-6), which will be the extension of Lowry Boulevard from its terminus in Port Malabar Unit 25 south to the Parkway, shall be established as road right-of-way, not a Tract. In addition, there are four (4) Tracts (JJ, R, YY, FF) that bisect Lowry and have been created for the bridge sections. These tracts shall also be established as right-of-way. Lowry shall be dedicated to the City.

5. The PDP provides two (2) connections from this project to an existing road running along the western boundary, called Sartori Avenue. These connectors are further provided in Phase 3 & 4. Approval from the owner of this private road shall be obtained prior to recordation of the plat that contains these connecting roadways.

6. There are two (2) primary recreation areas provided on the PDP and are shown on the Plat as Tracts BB and L. Neither of these tracts is contained within the Phase One Plat. In order to ensure that recreation amenities are provided commensurate with development, staff recommends that the improvements within Tract BB are constructed at the beginning of Phase Two construction. The larger Tract L, with the greatest development of amenities shown in the PDP, shall be constructed at the beginning of Phase 4.

7. This project will be required to pay its Proportionate Fair Share costs to off-set the impacts of this development on the surrounding road network. Additionally, the following list of is required of this project and will be conditions of approval:

   1. Development Agreement(s) establishing the off-site road improvements, as well as the road improvements and sidewalks within the project boundaries.

   2. Development Agreement(s) establishing the Utilities improvements including the size of water & sewer lines, the direction by which they will be brought to the site, the extent to which they may be extended off-site, and possible contributions towards a future Waste Water Treatment Plant that was approved within the South Regional Treatment Facility.

   3. Submission of an updated traffic study and a schedule of construction that matches the phases of development. All temporary roadway, drainage and utility termination per phase shall be designed to meet the current land Development Regulations of the Palm Bay Code of Ordinances. The phasing plan shall be designed to be independent of future construction and stand alone in the event that the project stalls or is discontinued.

STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

8702.02 O

Palm Bay

June 19, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

Enclosed is a certified copy of Resolution No. 2014-16, vacating a portion of the San-Sebastian Farms Plat, which property is located in the vicinity north of Willowbrook Road, west of Babcock Street.

The City Council approved the resolution at Regular Council Meeting No. 2014-12, held on June 5, 2014.

If you should have any questions or require any additional information, please contact my office at (321) 952-3414.

Sincerely,

CITY OF PALM BAY

for Alice Passmore, CMC
City Clerk

tmj

Enclosure: Resolution No. 2014-16

Case No.: VP-1-2014

Legislative Department
120 Malabar Road SE • Palm Bay, Fl 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org

RESOLUTION NO. 2014-16

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING A PORTION OF THE PLAT KNOWN AS SAN-SEBASTIAN FARMS, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rolling Meadow Ranch, Inc. has petitioned the City of Palm Bay to vacate and abandon a portion of the recorded plat of San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, and

WHEREAS, petitioner has complied with the requirements of Chapter 177.101 (3) and (4), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. A portion of the plat known as San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, legally described as follows:

> The west ½ of Section 5 and the northwest ¼ of Section 8, Township 30S, Range 37E, Brevard County, Florida,
>
> Less and except the following described parcel of land:
>
> Commence at the southwest corner of the northwest ¼ of said Section 8, as the Point of Beginning of the parcel of land herein described. Thence run N 00°40'19" E along the west line of said Section 8 a distance of 287.00 feet; thence run s 89°41'55" e to the north-south quarter Section line of said Section 8; thence run S 00°54'17" W along said north-south quarter section line, a distance of 247.00 feet to the southeast corner of the northwest ¼ of said Section 8; thence run S 89°26'11" W a distance of 2646.61 feet to the Point of Beginning; containing 460.58 acres, more or less;

is hereby vacated and abandoned and the City Council does hereby release, renounce, and disclaim any right of the City of Palm Bay and the public in and to the land lying within

CERTIFIED COPY

the confines thereof, and the City of Palm Bay does hereby relinquish any and all right, title, and interest, to the above portion of the recorded plat of San-Sebastian Farms.

SECTION 2. This Resolution shall take effect immediately upon the enactment date.

This Resolution was duly enacted at Meeting No. 2014-12, of the City Council of the City of Palm Bay, Brevard County, Florida, held on June 5, 2014.

William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

Applicant: Rolling Meadow Ranch, Inc.
Case No.: VP-1-2014

cc: 06-06-14 Applicant
Case File
B.C. Recording

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original on file in the office of the City Clerk of Palm Bay, Brevard County, Florida. WITNESS my hand and the official seal of the City of Palm Bay, this 17th day of June 2014

City Clerk of the City of Palm Bay, Florida.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

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TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

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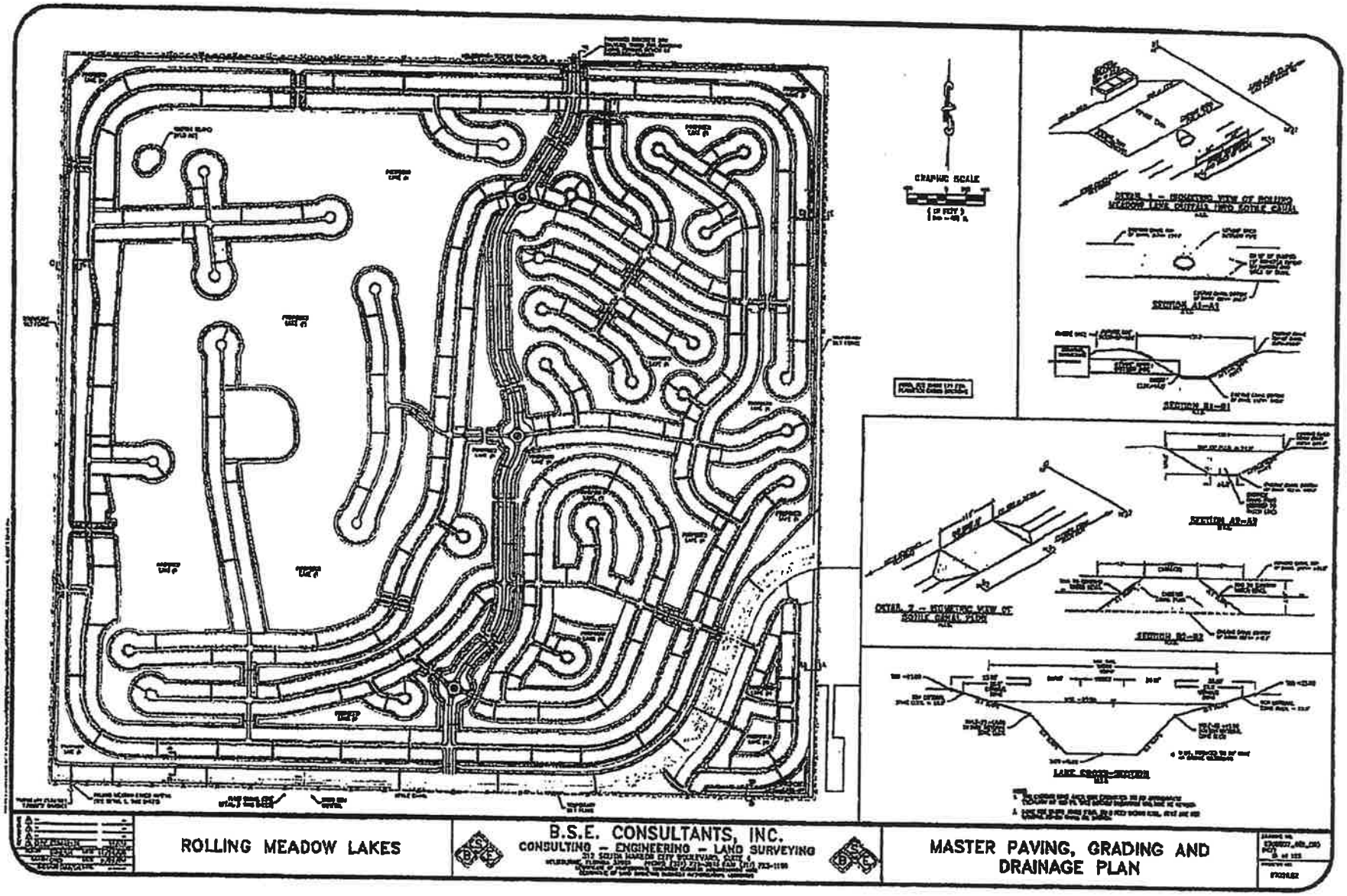
STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

ROLLING MEADOW LAKES PUD


GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
MASTER PAVING, GRADING AND DRAINAGE PLAN

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott M. Glaubitz, PE, PLS., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE# (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1376.23

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 2 OF 4

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses (if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $1,000.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6-24-14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

June 24, 2014

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Final Development Plan application for said property.

(Signature)

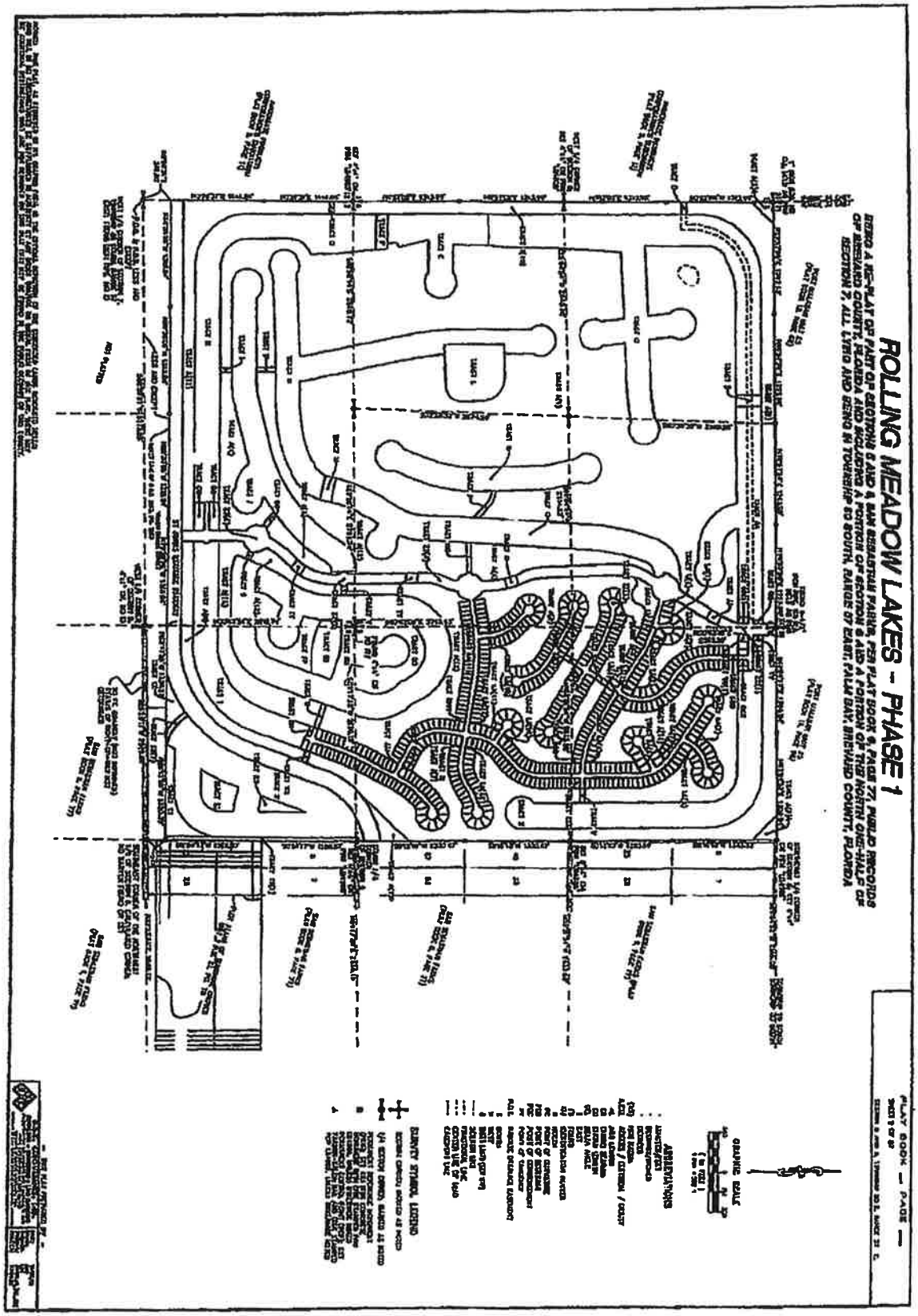
STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 2014
by Andy Maduta, who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

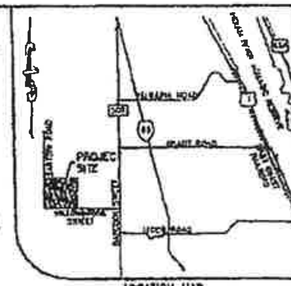
Julie A. Bernal, Notary Public
Serial No. EE 220935
My commission expires 11-12-16


ROLLING MEADOW LAKES - PHASE 1
BEING A RE-PLAT OF PART OF SECTIONS 5 AND 6, SAN SEBASTIAN FARMS, PER PLAT BOOK 6, PAGE 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND INCLUDING A PORTION OF SECTION 6 AND A PORTION OF THE NORTH ONE-HALF OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA
PLAT BOOK — PAGE —
GRAPHIC SCALE
SURVEY SYMBOL LEGEND

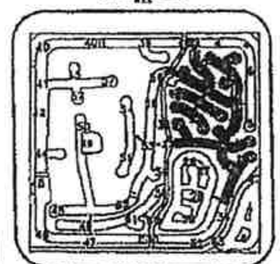
ROLLING MEADOW LAKES - PHASE 1

BEING A RE-PLAT OF PART OF SECTIONS 5 AND 8, SAN SEBASTIAN FARMS, PER PLAT BOOK 6, PAGE 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND INCLUDING A PORTION OF SECTION 6 AND A PORTION OF THE NORTH ONE-HALF OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

[illegible]



LOCATION MAP



KEY MAP

DESCRIPTION OF PROPERTY

[illegible]

PLAT BOOK ___ PAGE ___

SHEET 1 OF 17

ROLLING MEADOW LAKES – PHASE 1

STATE OF FLORIDA   COUNTY OF BREVARD

CERTIFICATE OF SURVEYOR

[illegible]

CERTIFICATE OF REVIEWING SURVEYOR

[illegible]

CERTIFICATE OF APPROVAL BY MUNICIPALITY

[illegible]

ATTEST

CERTIFICATE OF CLERK

[illegible]

ROLLING MEADOW LAKES - PHASE 2

BEING A RE-PLAT OF TRACT 7 AND TRACT OU, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS SOUTH 89°__'__" EAST AS PER THE RECORDED PLAT OF ROLLING MEADOW LAKES - PHASE 1.
2. ALL RIGHTS-OF-WAY, EASEMENTS, AND OTHER PLAT DATA EXCEPTIONS SHALL NOW BE CONSIDERED FOR THE CONVEYANCE, DEDICATION, RESERVATION, AND DEDICATION OF EASEMENTS, RIGHTS-OF-WAY, AND OTHER PLAT DATA AS SHOWN AND NOTED ON THIS PLAT.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO ANY AND ALL PUBLIC UTILITIES AND/OR AGENCIES, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES SUCH AND ACROSS LOTS (1)(2) AND TRACT OU(A), FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITIES AND RELATED APPURTENANCES, CONSISTENT WITH THE BEST OF TECHNOLOGY AND MINIMUM DISTANCE AND CENTER IN CONNECTION THEREWITH.
4. ALONG ALL INTERIOR BOUNDARY LINES AND ALONG THE PERIMETER OF ALL LOTS AND TRACTS, ADJOINING AND ABUTTING THE PERIMETER BOUNDARY OF THAT A OF PUBLIC UTILITY EASEMENTS (UNLESS OTHERWISE NOTED), A 10' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL THE OUTSIDE LINES UNLESS OTHERWISE NOTED. THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. FOR THE PURPOSE OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY EASEMENTS SHALL MEAN AND INCLUDE ALL AREAS DESIGNATED AS "DRAINAGE EASEMENTS" ON THE PLAT.
5. ALL LOTS CONTIGUOUS WITH ALONG THE BOUNDARIES OF A SHARE DRAINAGE SITE OR TRACT (OTHER THAN THE END LOTS) ARE PARTS OF LOTS, LOT, LOTS 13 & SHALL BEARING SITE, UNLESS A DRAINAGE EASEMENT OR UTILITY EASEMENT DESIGNATED ON THE PLAT, THE SIDE LINES AND REARING LINES OF SAID LOTS SHALL BE CONSIDERED AS LIMITED ONLY TO THE EXTENT OF THE DRAINAGE EASEMENT LINES OF THE COMMERCIAL DRAINAGE SITE.
6. ALL STREETS (TRACT 1(S)) AND TRACT 2(S)) ARE DESIGNATED IN THE CITY OF PALM BAY, FLORIDA.
7. ALL PUBLIC SERVICES (EXCLUDING STORM WATER DRAIN) ARE AVAILABLE (EXCEPTING FOR THE CONSTRUCTION AND RELEASE OF STORM DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DISTANCE AND BEARING DESIGNATED SHOWN ARE REFERENCED ALONG THE LINES UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH 61G17-6(3) FLORIDA ADMINISTRATIVE CODE, SECTION 177.091(7) F.S. AS AMENDED.
10. LOTS AND DRAINAGE EASEMENTS SHOWN AND DESIGNATED HEREON ARE SUBJECT TO A 10' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE PERIMETER OF THE PLAT, EXCEPT ALONG COMMON LOT LINES AND EXCEPT AS OTHERWISE NOTED. SAID EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF PALM BAY, FLORIDA, AND ITS SUCCESSORS AND ASSIGNS FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES AND/OR OTHER PUBLIC UTILITIES AND FOR ANY OTHER PURPOSES DEEMED BENEFICIAL TO THE CITY OF PALM BAY, FLORIDA.
11. ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRANCE, ENTRANCE FEATURES, ENTRANCE LANDSCAPING, ENTRANCE LIGHTING, ENTRANCE SIGNAGE, AND RELATED IMPROVEMENTS, WHICH ARE LOCATED IN TRACTS 1(S), 2 AND 3 AND ALL OF TRACT OU(A), AS DEPICTED AND NOTED HEREON.
12. ALL LOTS AND TRACTS WITHIN THE SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO.
13. ALL DRAINAGE EASEMENTS AND DRAINAGE FACILITIES SHOWN HEREON OR WITHIN THE SUBDIVISION ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF ANY DRAINAGE FACILITIES, WHICH SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY.
14. ALL DRAINAGE EASEMENTS AND DRAINAGE FACILITIES SHOWN EXCLUSIVELY OR DESIGNED OR NOTED HEREON ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF ANY DRAINAGE FACILITIES, WHICH SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF BREVARD COUNTY.
15. ALL LOT/TRACT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY TABLE

TRACT #	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY
LOT(S)	0.18	OPEN SPACE/HOA ACCESS	SEE NOTE, SITE DESCRIPTION AND/OR ABOVE
LOT(S)	0.29	OPEN SPACE/HOA ACCESS	SEE NOTE, SITE DESCRIPTION AND/OR ABOVE
LOT(S)	0.30	OPEN SPACE/HOA ACCESS	SEE NOTE, SITE DESCRIPTION AND/OR ABOVE
LOT(S)	0.30	OPEN SPACE/HOA ACCESS	SEE NOTE, SITE DESCRIPTION AND/OR ABOVE
LOT(S)	0.05	OPEN SPACE/HOA ACCESS	SEE NOTE, SITE DESCRIPTION AND/OR ABOVE
TOTAL	1.08	RIGHT-OF-WAY	CITY OF PALM BAY
TOTAL	13.23	ROCK-OF-WAY	CITY OF PALM BAY

LEGEND

ABBREVIATIONS

SURVEY SYMBOL LEGEND

LOCATION MAP

PLAT KEY MAP

BOUNDARY KEY MAP

PLAT BOOK ___ PAGE ___
SHEET 1 OF 03

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that ___, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 2

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as shown on this plat to the City of Palm Bay, Florida, for the perpetual use of the public and hereby further dedicates to the City of Palm Bay, Florida all streets and public lands platted and shown on said plat and hereby grants the aforementioned and further dedicated streets and public lands to the City of Palm Bay, Florida, for the purposes therein expressed and for the installation of the aforementioned type of utility easements and appurtenances thereto, for ingress, egress and maintenance and that the owner does hereby covenant with the City of Palm Bay, Florida, that he is lawfully seized and possessed of the lands and that he has good right to convey said lands as herein dedicated.

IN WITNESS WHEREOF, ___ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

BY: _____

WITNESS: _____

ATTEST: _____ SEAL

TITLE: _____

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ and _____ to me well known to be the individuals described in and who executed the foregoing dedication as such officers of said corporation and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that said dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he _____ has completed the boundary survey of the land shown on this recording plat and that said plat was prepared under his direction and supervision and that said survey complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number ____

LESLIE E. HOWARD
L.E.H. ENGINEERS, Inc.
2515 South Babcock Street, Melbourne, Florida 32901
Telephone No. 727-2322

For and on behalf of
L.E.H. ENGINEERS, Inc.

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have examined the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number ____

Craig E. Anthony, Professional Surveyor and Mapper, hired for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on the ___ day of _____, 2002 the City Council of the City of Palm Bay, Florida approved the foregoing plat.

SIGNED: _____

ATTEST: _____
CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____, 2002 at _____ M. and recorded in Plat Book ____, Page ____ of the Official Records of Brevard County, Florida.

CLERK OF THE CIRCUIT COURT

- PLAT PREPARED BY -

SURVEYOR'S NOTES AS SHOWN ON THIS SHEET ARE RECORDED IN THE OFFICIAL RECORDS OF THE RECORDING LAND SURVEYOR'S NOTES AND ALL OF THE ENCUMBRANCES AS CONTAINED IN INSTRUMENT OF RECORD AFFECTING THE PARCEL SHOWN ON THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0183

ROLLING MEADOW LAKES – PHASE 3

BEING A RE-PLAT OF TRACTS AA, C, D, O, AND X, ROLLING MEADOW LAKES – PHASE 1 PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT AA, C, D, O, AND TRACT X, ROLLING MEADOW LAKES – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING & BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS N81°01'24"W.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE NON-EXCLUSIVE RIGHTS ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, INC. ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND ITS AGENTS AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT D-1, AND THE EASEMENTS SHOWN THEREON, FOR THE INSTALLATION OF UTILITIES AND RELATED IMPROVEMENTS. ENCROACH WITH THE POINT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. HOME IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ADJOINING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY & 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED) & 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IN REAR(IF DESIGNATED ALONG ANY SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. THE PURPOSE OF THIS PLAT, AND SUCH PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CITY OF PALM BAY (& CABLE TELEVISION COMPANIES WHEN SERVICE PERMITTED).
5. WHERE THE CONCURRENT LOCATED ALONG THE BOUNDARY OF A DEVELOPMENT SITE SHALL CLOSE TO EXIST WITH TWO OR MORE LOTS, OR PARTS OF LOTS AND LIES AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE EASEMENT OR UTILITY HAS BEEN PREVIOUSLY PLATTED ON THE EASEMENT, WHICH SHALL BE LOST OR PARTS OF LOTS ARE CONSOLIDATED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE EASEMENT SHALL BE CENTERED ABOUT LOT LINES AND ADJACENT TO THE SIDE BOUNDARY LINE OF THE CONSOLIDATED BUILDING SITE.
6. ALL TRACTS (TRACT D-1) THRU TRACT D-3 ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL AREAS OF DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE ADDITIONAL ALONG LOT LINES WHERE SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION WHERE THE SUBDIVISION BASIS, BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(9) & 177.091(10).
10. LOTS AND TRACTS ABUTTING EXISTING AND PROPOSED STORM WATER LAKES, PLAN TRACT, WETLANDS AND ANY SUCH FUTURES DESIGNATED SUBDIVISIONS TO THIS PLAT SHALL RUN AND HAVE ADJOINING RIGHTS WITH RESPECT TO ANY DRAINAGE FACILITIES, PUBLISHED SUBMIT LIMITATION TO ANY BUILDING PERMIT OR LAKES, DRAINAGE STRUCTURES OR ARTIFICIAL EMBANKMENT FEATURES WHICH MAY BE CONSTRUCTED WITH SAID FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS, AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS & TRACTS & THROUGH & FOR DRAINAGE PURPOSES AND ALL IMPROVEMENTS, REPAIR, REPLACEMENT AND MAINTENANCE OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS TO CONSTRUCTION EASEMENTS, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND ALL LOTS AND PARCELS PERIPHERAL DEVELOPED THEREON.
12. TRACTS _____ SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, IRRIGATION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A 24-FOOT WIDE TRAIL OR PATHWAY AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. ROADWAYS AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, UNLESS MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. WATER IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE FACILITIES AND RELATED APPURTENANCES LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN COMMERCIALLY OR DESIGNED IN WHITE MEADOW AND PRIVATE, THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER DEED OF RECORD BOOK__, PAGE__, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL CURVILINEAR LOT/TRACT LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT NO.	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
D-1	4.38	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-2)	0.33	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-3)	0.39	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-4)	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-5)	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-6)	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-7)	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-8)	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-9)	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-10)	0.77	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
AA(R-11)	0.34	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.91	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.47	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.46	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.72	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.14	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.12	R.O.W. OF ROAD	CITY OF PALM BAY
[illegible]	0.31	OPEN SPACE/DRAINAGE AREA	RMLHOA, ITS SUCCESSORS AND/OR ASSIGNS
[illegible]	0.97	[illegible]-OF-WAY	CITY OF PALM BAY
[illegible]	11.34	[illegible]-OF-WAY	CITY OF PALM BAY
[illegible]	7.18	[illegible]-OF-WAY	CITY OF PALM BAY
[illegible]	0.33	[illegible]-OF-WAY	CITY OF PALM BAY
[illegible]	2.16	[illegible]-OF-WAY	CITY OF PALM BAY

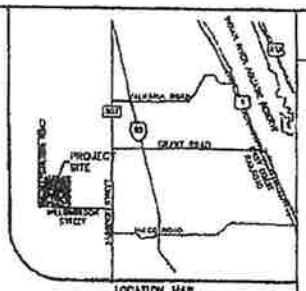
LEGEND:

RMLHOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
POB = POINT OF BEGINNING
R.O.W. = RIGHT OF WAY

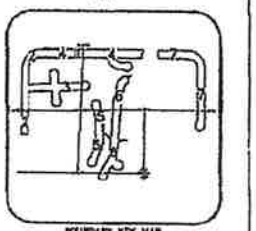
– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
[illegible]

SURVEY: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN ANY CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP
N.T.S.


BOUNDARY KEY MAP
N.T.S.

PLAT KEY MAP
N.T.S.

PLAT BOOK __ PAGE __
SHEET 1 OF 3
SECTION 5, 6, AND 7, TOWNSHIP 30 S, RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES – PHASE 3

hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby further dedicates to the City of Palm Bay, Florida all parcels and roads shown hereon dedicated to the City of Palm Bay, as the same successors are hereby accepted or granted to the public, it being the intention of the undersigned that all such accessories and easement shall inure hereof to primary owned and established and that the public and the City of Palm Bay, Florida have no right or interest thereto.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

BY: _____

WITNESS: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

SS

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take and acknowledge in the State and County aforesaid personally appeared _____ and _____ to me well known to be the identical persons described as the officers of _____ Corporation, and who executed the foregoing dedication and severally acknowledged the execution thereof to be their act and deed, to such officers thereunto duly authorized, that said seal affixed to said instrument is the corporate seal of said corporation, and that the dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he _____ has completed the boundary survey of the lands shown on the foregoing plat, and that said plat is a true and correct survey and description and represents said survey and plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE S. HOWARD
B.S.E. Consultants, Inc.
2窗 South Babcock Street, Suite 91
Melbourne, Fla. 32901

BY: _____
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____
Craig E. Wallace, Professional Surveyor and Mapper for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this ___ day of _____, 19__, the City Council of the City of Palm Bay, Florida approved this foregoing plat.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____ PM in _____

_____ Clerk of the Circuit Court in and for Brevard County, Florida

ROLLING MEADOW LAKES - PHASE 4

BEING A RE-PLAT OF TRACT E, H, J, AND M, ROLLING MEADOW LAKES - PHASE 1
PER PLAT BOOK __ PAGE __ PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING
IN SECTIONS 6 AND 7, TOWNSHIP 29 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

PLAT BOOK __ PAGE __

DESCRIPTION OF PROPERTY

[illegible]

PLAT NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. [illegible]
14. [illegible]
15. [illegible]
16. [illegible]
17. [illegible]

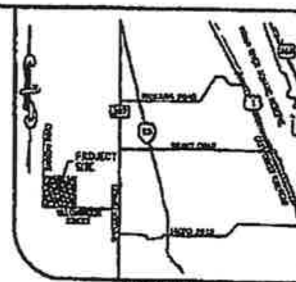
TRACT AREA SUMMARY			
TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	OPEN SPACE	[illegible]
[illegible]	[illegible]	OPEN SPACE	[illegible]
[illegible]	[illegible]	OPEN SPACE	[illegible]
[illegible]	[illegible]	[illegible]	CITY OF PALM BAY
[illegible]	[illegible]	RIGHT-OF-WAY	CITY OF PALM BAY
[illegible]	[illegible]	RIGHT-OF-WAY	CITY OF PALM BAY
[illegible]	[illegible]	RIGHT-OF-WAY	CITY OF PALM BAY
[illegible]	[illegible]	RIGHT-OF-WAY	CITY OF PALM BAY

ABBREVIATIONS

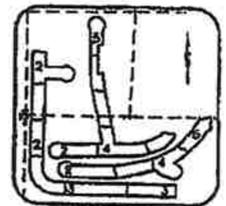
[illegible]

SURVEY SYMBOL LEGEND

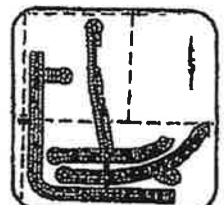
[illegible]



LOCATION MAP



BOUNDARY KEY MAP



PLAT KEY MAP

DEDICATION

ROLLING MEADOW LAKES - PHASE 4

[illegible]

STATE OF FLORIDA COUNTY OF BREVARD

[illegible]

CERTIFICATE OF SURVEYOR

[illegible]

CERTIFICATE OF REVIEWING SURVEYOR

[illegible]

CERTIFICATE OF APPROVAL BY MUNICIPALITY

[illegible]

ATTEST:

CERTIFICATE OF CLERK

[illegible]

ROLLING MEADOW LAKES - PHASE 5

BEING A RE-PLAT OF TRACT 2, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 8 AND 9, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY

PLAT NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°13'30"E.
2. NO PLANTS SHALL BE PLACED IN THE DRAINAGE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF PALM BAY.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO BOCKEN MORTGAGE TRUST, ITS SUCCESSORS AND/OR ASSIGNS, TO, OVER AND UNDER TRACT A, AND PUBLIC UTILITY EASEMENTS AS SHOWN HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF CABLE TELEVISION SERVICES AND APPURTENANCES.
4. NOTICE: ALL PLANTS PURCHASED WITH AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ADJOINING AND FRONTING PUBLIC AND PRIVATE STREETS OF THIS PLAT SHALL BE SUBJECT TO THE RESTRICTIONS SET FORTH IN SECTION 185.064(3)(a) OF THE CITY'S LAND DEVELOPMENT REGULATIONS. THE PURPOSE OF THESE RESTRICTIONS IS TO ENSURE THAT LANDSCAPING DOES NOT OBSTRUCT SIGHT DISTANCE AT INTERSECTIONS. FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE STREETS SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., BREVARD REA AND CITY OF PALM BAY'S CABLE TELEVISION AND TELECOMMUNICATIONS SERVICE PROVIDER.
5. NO NEW CONSTRUCTION SHALL BE PERMITTED WITHIN ANY EASEMENT AS SHOWN HEREON UNLESS APPROVED BY THE CITY OF PALM BAY AND ALL UTILITIES AFFECTED THEREBY.
6. ALL STREETS SHALL BE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL DRAINAGE EASEMENTS SHALL ALSO BE USED AS UTILITY EASEMENTS FOR THE INSTALLATION AND REPAIR OF UNDERGROUND UTILITIES AND ASSOCIATED APPURTENANCES.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS OTHERWISE INDICATED HEREON.
9. DIRECT CONSTRUCTION WITHIN THE TRANSMISSION LINES, OR USE OF ASSOCIATED ROW BY ANYONE OTHER THAN FLORIDA POWER & LIGHT CO. IS PROHIBITED.
10. ALL UTILITY SYSTEMS (EXISTING AND PROPOSED) LOCATED WITHIN WATER BODIES, WETLANDS AND ANY OTHER LOCATIONS DESIGNATED AS CONSERVATION EASEMENTS TO THE PALM BAY UTILITY DEPARTMENT SHALL BE OWNED, OPERATED AND MAINTAINED BY THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
11. AN EASEMENT IS HEREBY GRANTED TO THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, UPON, ACROSS, UNDER AND THROUGH ALL THE DRAINAGE EASEMENTS AND TRACTS FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, INCLUDE WITHOUT LIMITATION THE RIGHT OF INGRESS AND EGRESS, AND SUCH EASEMENT SHALL BE APPURTENANT TO LOTS SHOWN AND ALL RIGHTS AND PRIVILEGES HEREUNDER RECORDED HEREIN.
12. TRACTS A, B, & C SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, IRRIGATION EASEMENTS, UTILITIES, DRAINAGE, AND RELATED APPURTENANCES, INCLUDING BUT NOT LIMITED TO, A CENTRAL SEWAGE PUMP STATION, AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. SIDEWALKS AND RELATED IMPROVEMENTS AND AREAS TO BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, UNLESS OTHERWISE ACCEPTED BY A HOMEOWNERS ASSOCIATION.
14. ACCESS IS HEREBY DEDICATED TO THE CITY OF PALM BAY OR EMERGENCY ACCESS AND EMERGENCY ACCESS OVER ALL PRIVATE DRIVING LANDSCAPED AND PUBLIC DRIVING TRACTS.
15. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PUBLIC DRAINAGE EASEMENTS SHOWN ARE DEDICATED OVER ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENT OF DRAINAGE FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS, EXCEPT STATED.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE RIGHTS SHOWN HEREON OR RECORDED IN NOTICE HEREIN ARE HEREBY DEDICATED TO THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR MAINTENANCE, REPAIR AND/OR REPLACEMENT OF DRAINAGE FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS, EXCEPT STATED. THE ENFORCEMENT, REPAIR AND/OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF PALM BAY, FLORIDA, UNLESS ACCEPTED BY THE CITY OF PALM BAY.
17. ALL DRAINAGE EASEMENTS ARE OPEN AND CONTAIN UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
TRACT A	0.39	OPEN SPACE	ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TRACT B	0.23	OPEN SPACE/DRAINAGE EASEMENT ACCESS	ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TRACT C	0.04	OPEN SPACE/DRAINAGE EASEMENT ACCESS	ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TRACT D	1.10	RIGHT OF WAY DEDICATION	PUBLIC
TRACT E	0.07	OPEN SPACE/DRAINAGE EASEMENT ACCESS	ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TRACT F	0.09	OPEN SPACE/DRAINAGE EASEMENT ACCESS	ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TRACT G	0.09	OPEN SPACE/DRAINAGE EASEMENT ACCESS	ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TOTAL	2.01		

ABBREVIATIONS
RMLHOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

LOCATION MAP
N.T.S.

KEY MAP
N.T.S.

PLAT BOOK ___ PAGE ___
SHEET 1 OF 4
SECTION 8 AND 9, TOWNSHIP 30 S, RANGE 37 E,

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 5

IN WITNESS WHEREOF, _____, has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

By: _____

WITNESS: _____

WITNESS: _____

SEAL

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME PERSONALLY APPEARED _____, before me, an officer duly authorized in the above mentioned State and County aforesaid, personally known to me _____ and _____ to me known to be the persons described as the officers named respectively in the foregoing instrument and severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires, _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he _____, a Licensed Surveyor and Mapper of the State shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____, Florida License Number _____

STATE OF FLORIDA
P.S.M. Consultants, Inc.
123 South Babcock Street, Suite 101
Melbourne, FL. 32901

By: _____
Surveyor & Mapper

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____, Florida Registration Number _____
Surveyor & Mapper, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on the ___ day of _____, A.D., the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF CLERK

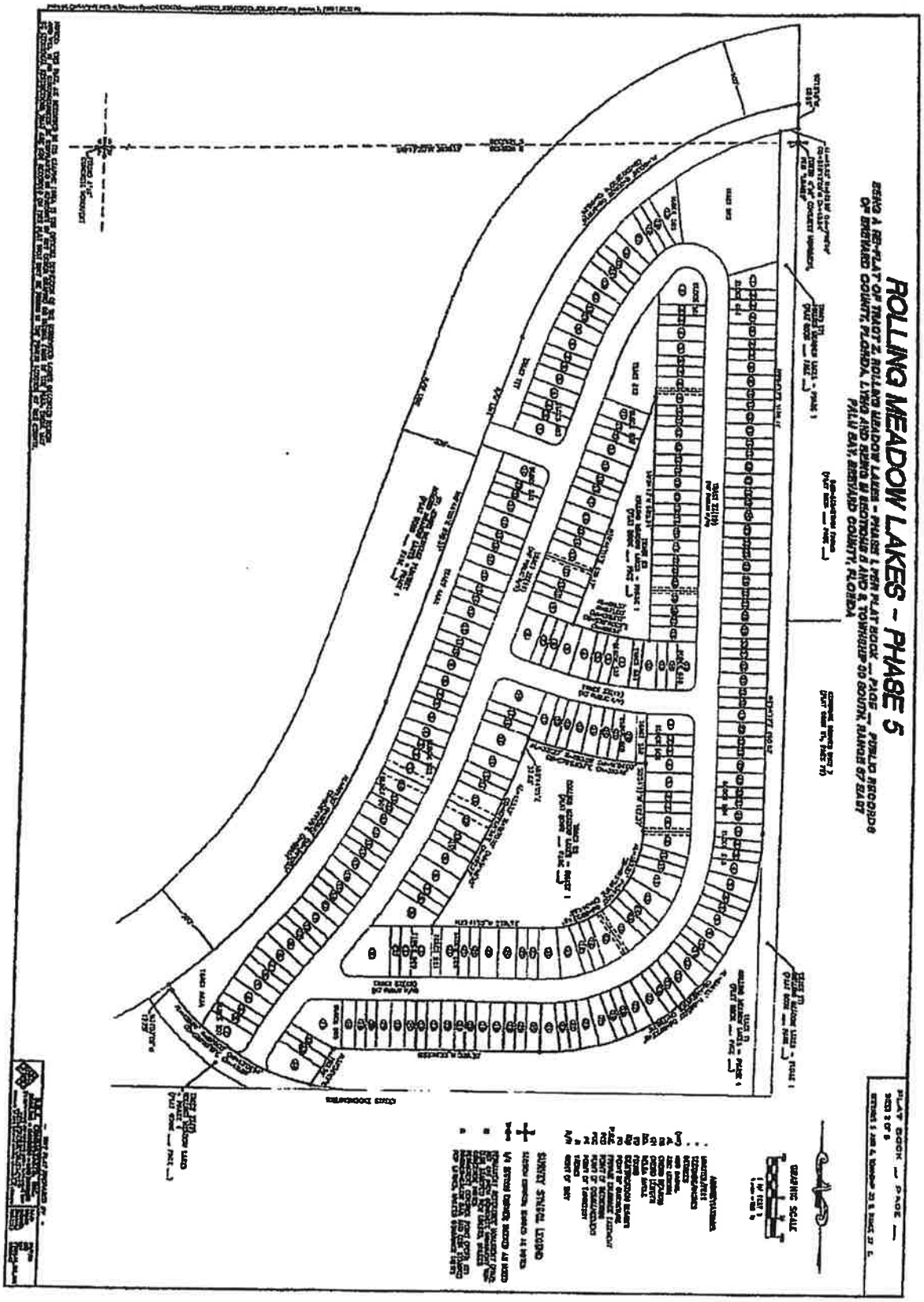
I HEREBY CERTIFY, That I have examined the foregoing plat and that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____, A.D. _____ and was duly recorded in Plat Book ___, on Page ___ of the Public Records of Brevard County, Florida.

Clerk of Circuit Court & Ex-Officio County Comptroller

PLAT PREPARED BY:

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON WAS PERFORMED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS SHOWN HEREON HAVE BEEN PLACED AS REQUIRED BY LAW.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.


ROLLING MEADOW LAKES - PHASE 5
BEING A RE-PLAT OF TRACT Z, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 8 AND 9, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA
PLAT BOOK __ PAGE __
GRAPHIC SCALE

Rolling Meadow Lakes

Final PUD Application
Development Schedule

1. The final order will depend upon the Palm Bay Utility Department's schedule for their utility plant upgrades. Currently, the submittal allows for two different sequencing scenarios.

2. Initial construction is projected to commence ± 2 years from the date of PUD approval.

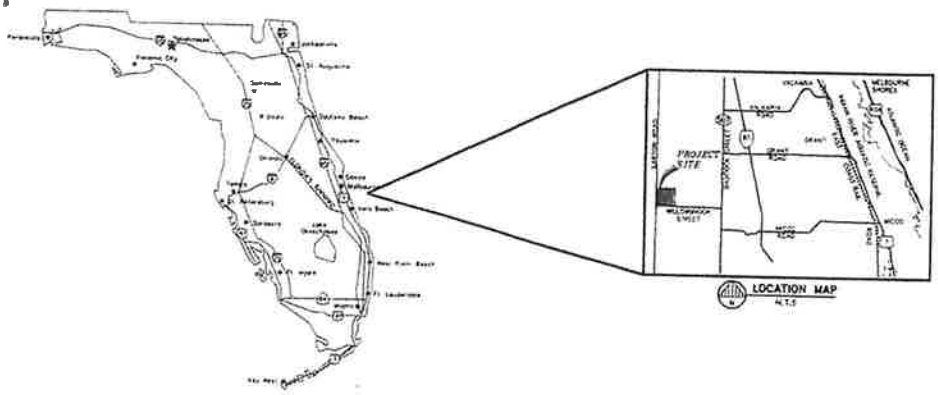
3. The duration is anticipated to be ± 8 – 10 years.

4. Open space and complimentary buildings will occur in accordance with zoning requirements, if not before.

ROLLING MEADOW LAKES

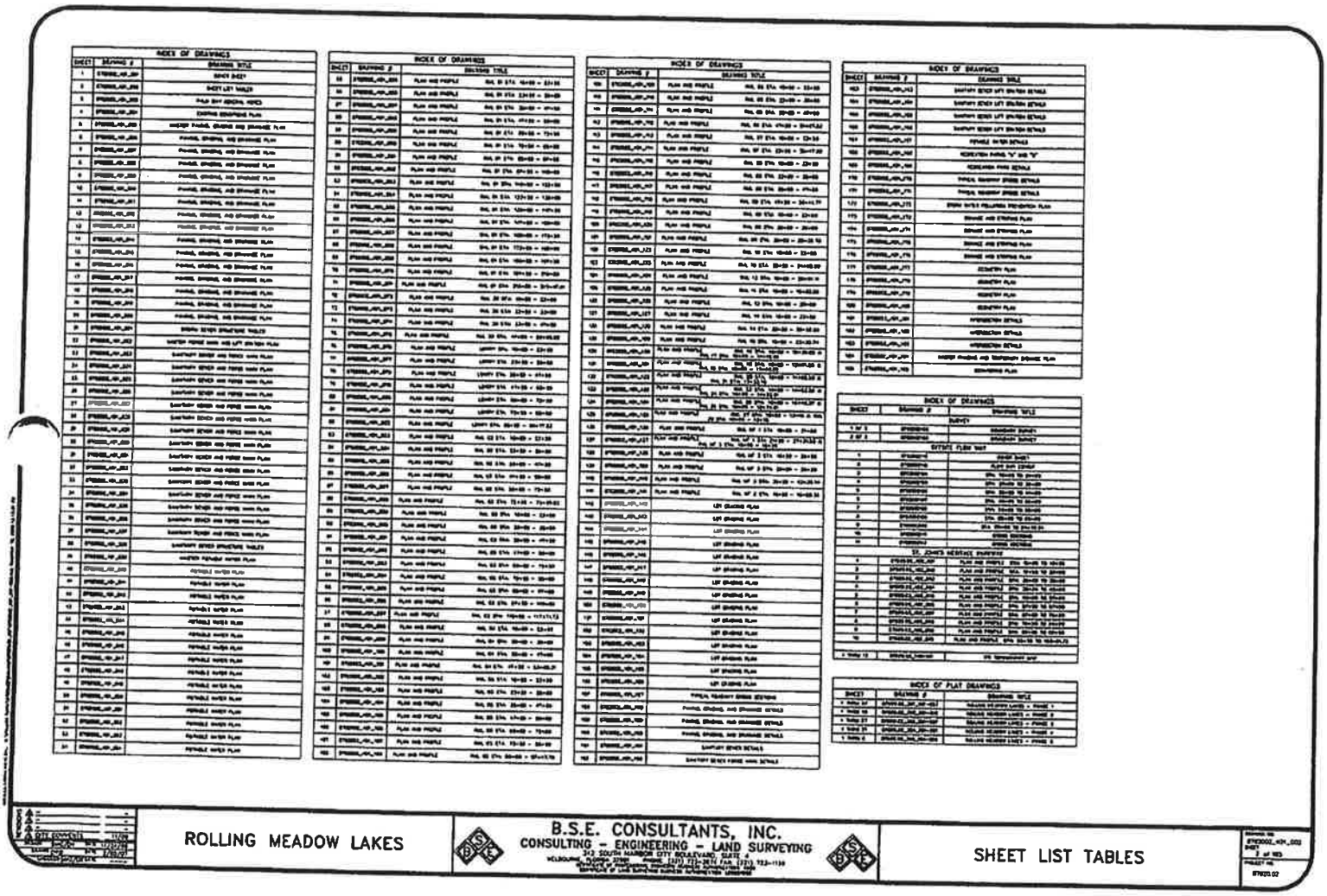
SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST
PALM BAY, BREVARD COUNTY, FLORIDA

APPENDIX 2: RANDOM PAGES FROM 185 PAGE 2014 CONSTRUCTION PLANS SUBMITTAL TO PALM BAY



ROLLING MEADOW RANCH
ANDREW MACHATA
1400 WILLOWBROOK STREET
PALM BAY, FL 32909
PH: (321)725-2400 FAX: (321)723-2612

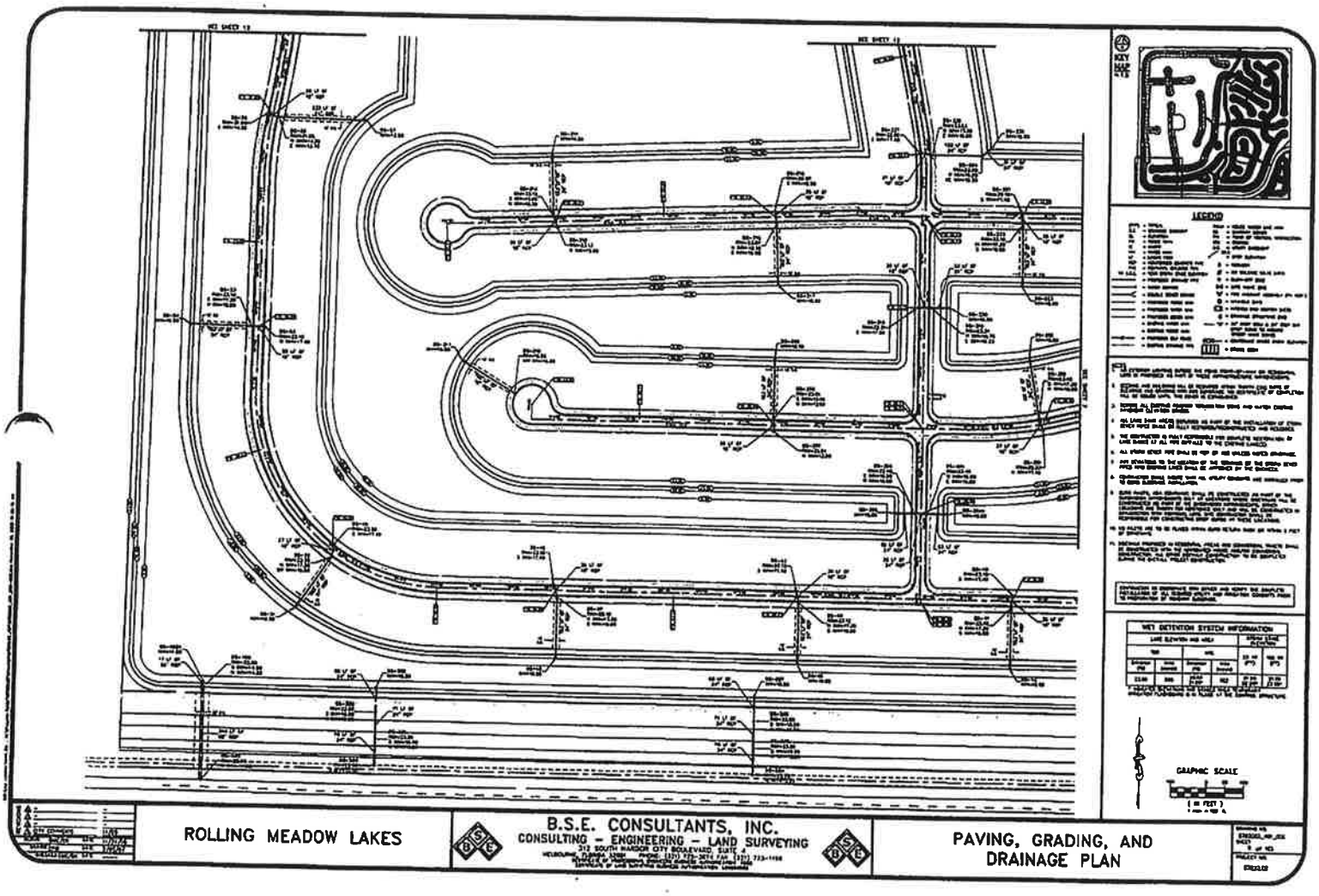
- PREPARED BY -
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901
PHONE (321) 725-3674 / FAX (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

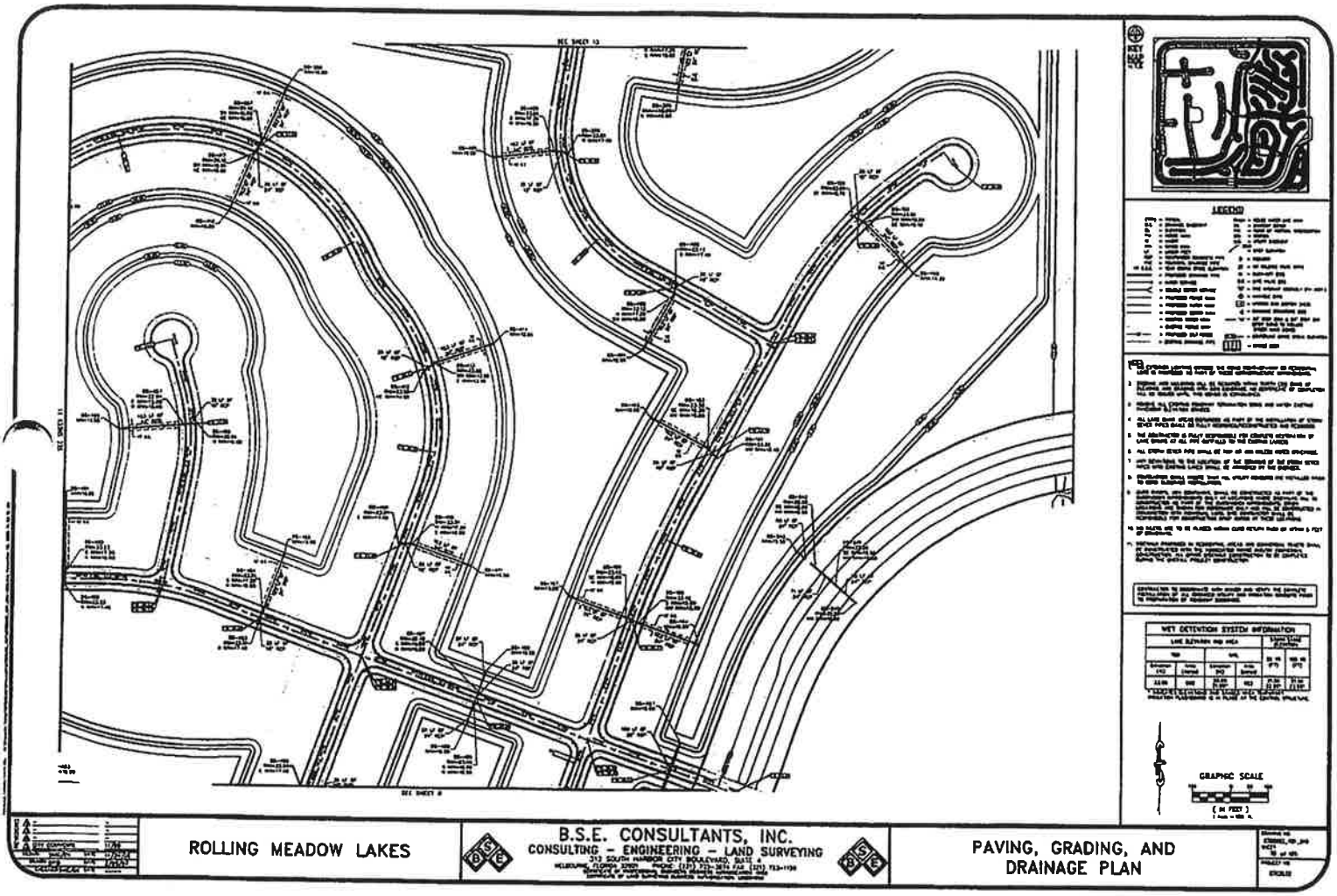


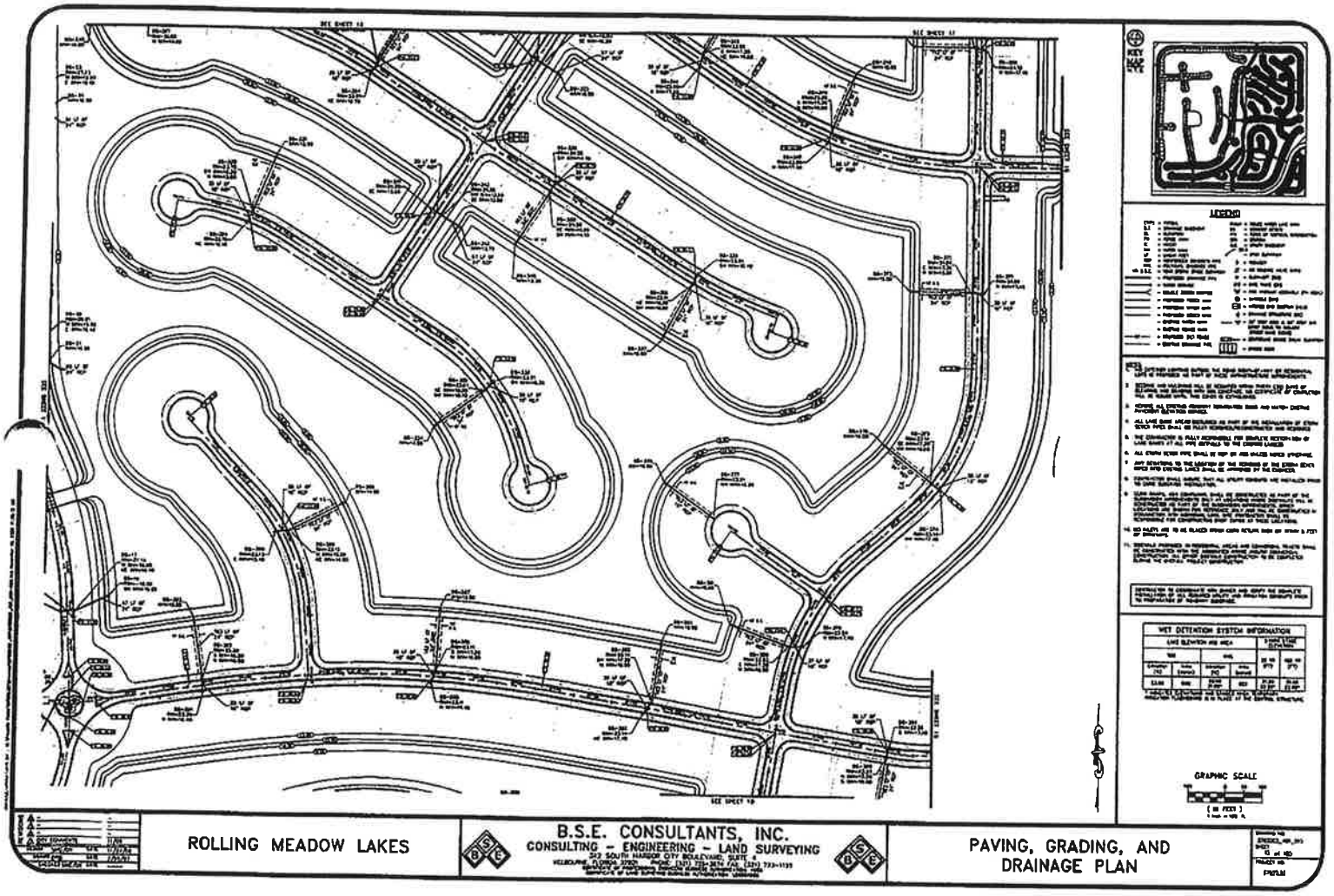
ROLLING MEADOW LAKES

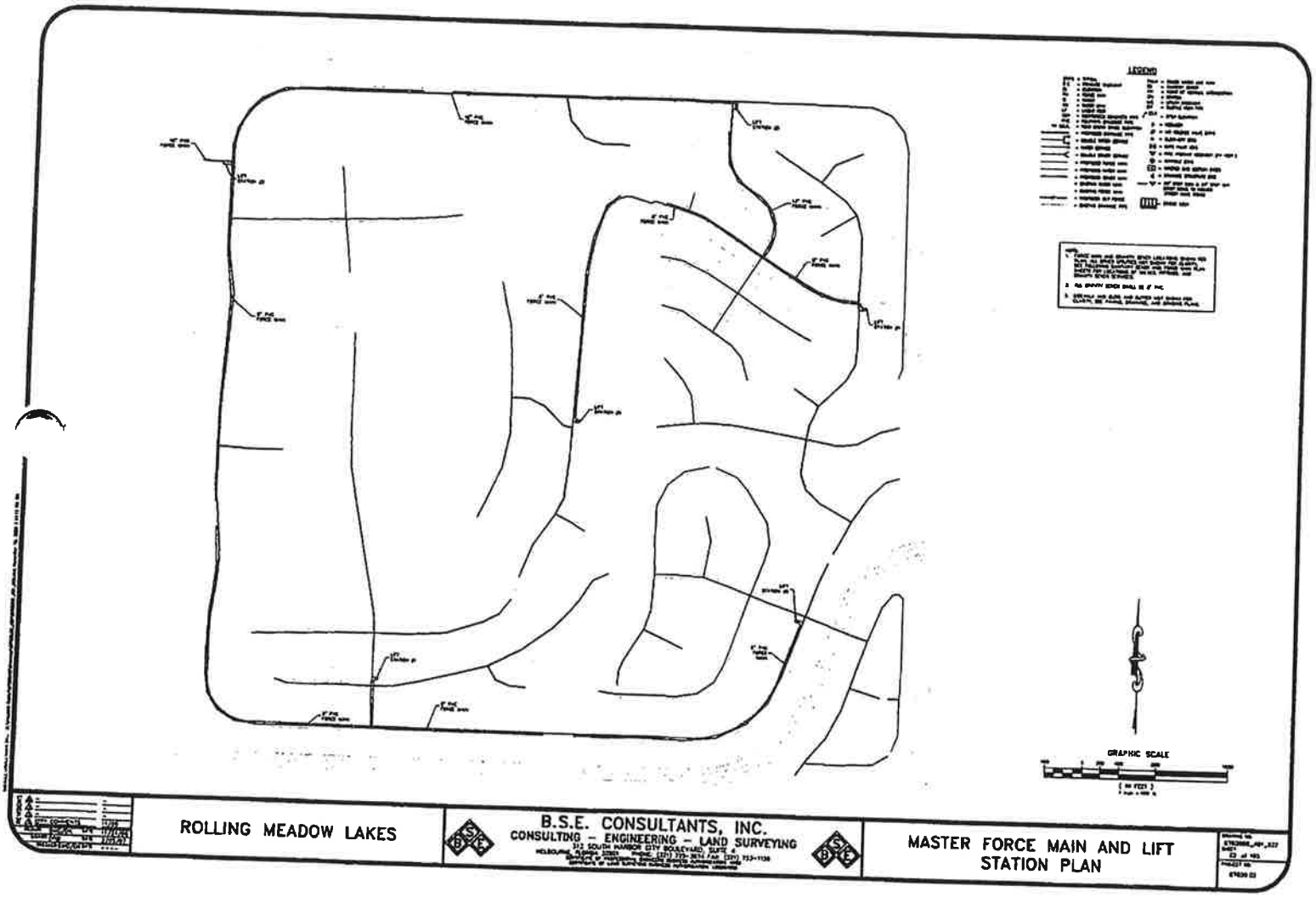
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING

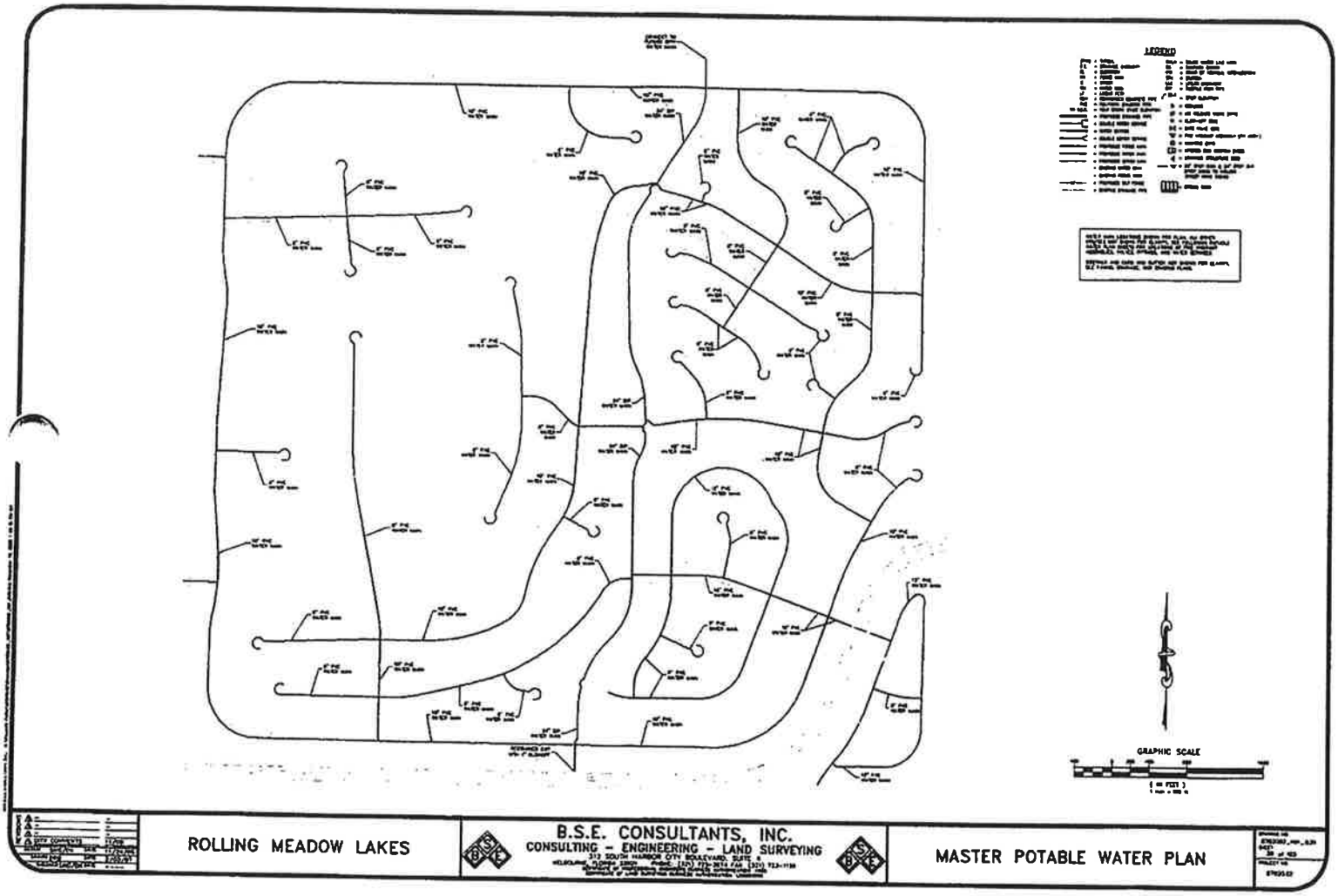
SHEET LIST TABLES

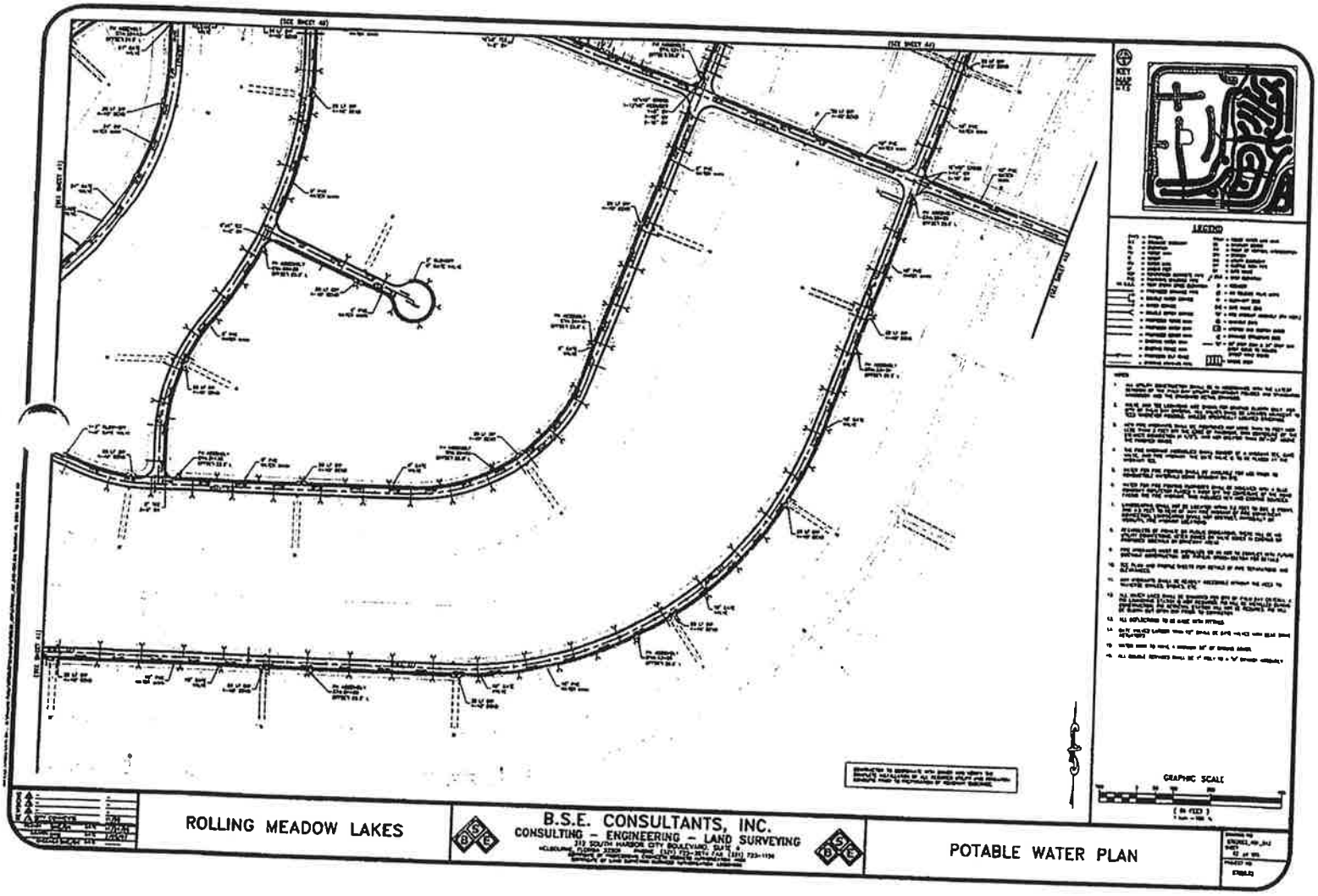

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
PAVING, GRADING, AND DRAINAGE PLAN
LEGEND
WET DETENTION SYSTEM INFORMATION
GRAPHIC SCALE

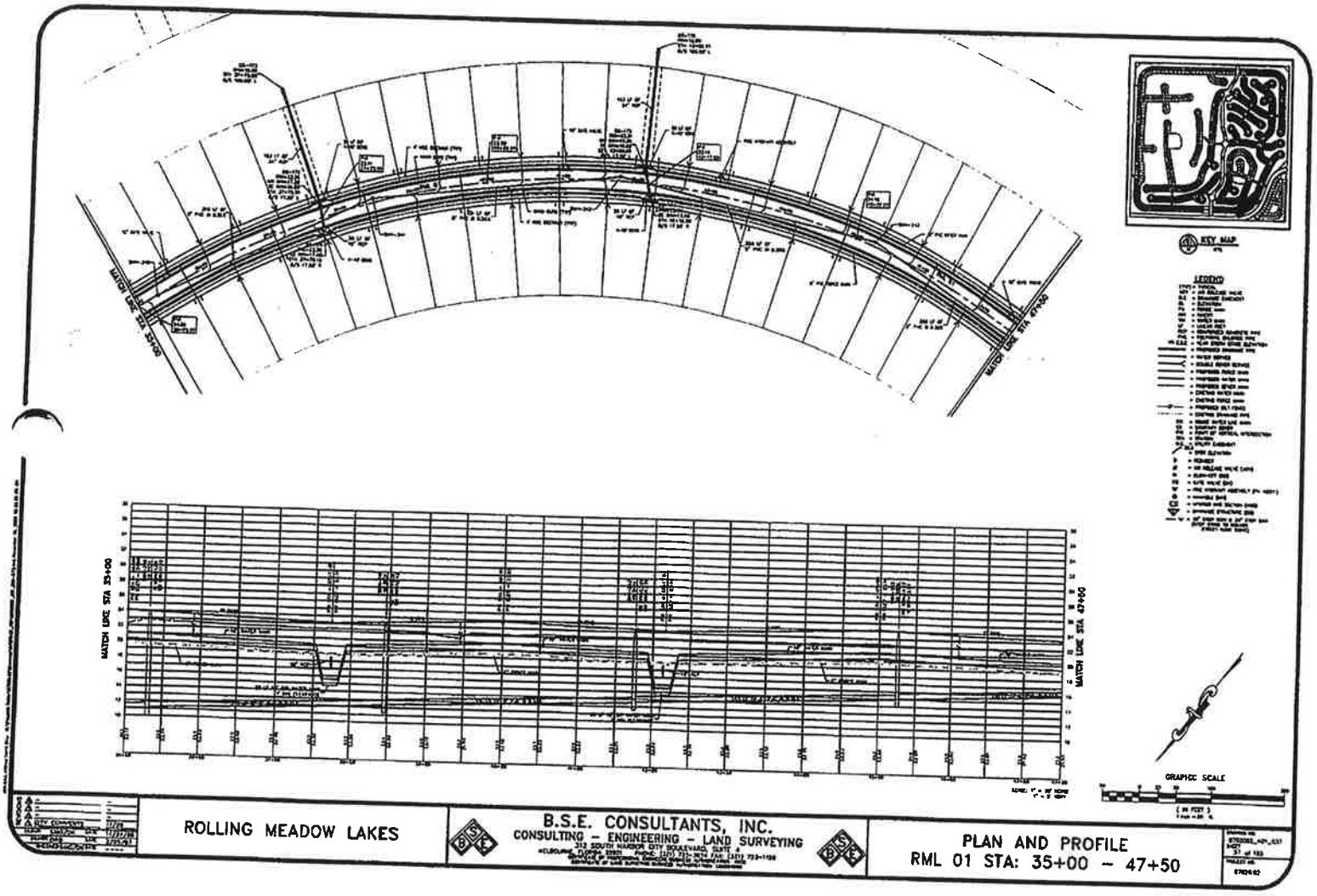

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
PAVING, GRADING, AND DRAINAGE PLAN
LEGEND
GRAPHIC SCALE


ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
PAVING, GRADING, AND DRAINAGE PLAN
GRAPHIC SCALE


LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
MASTER FORCE MAIN AND LIFT STATION PLAN


LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
MASTER POTABLE WATER PLAN

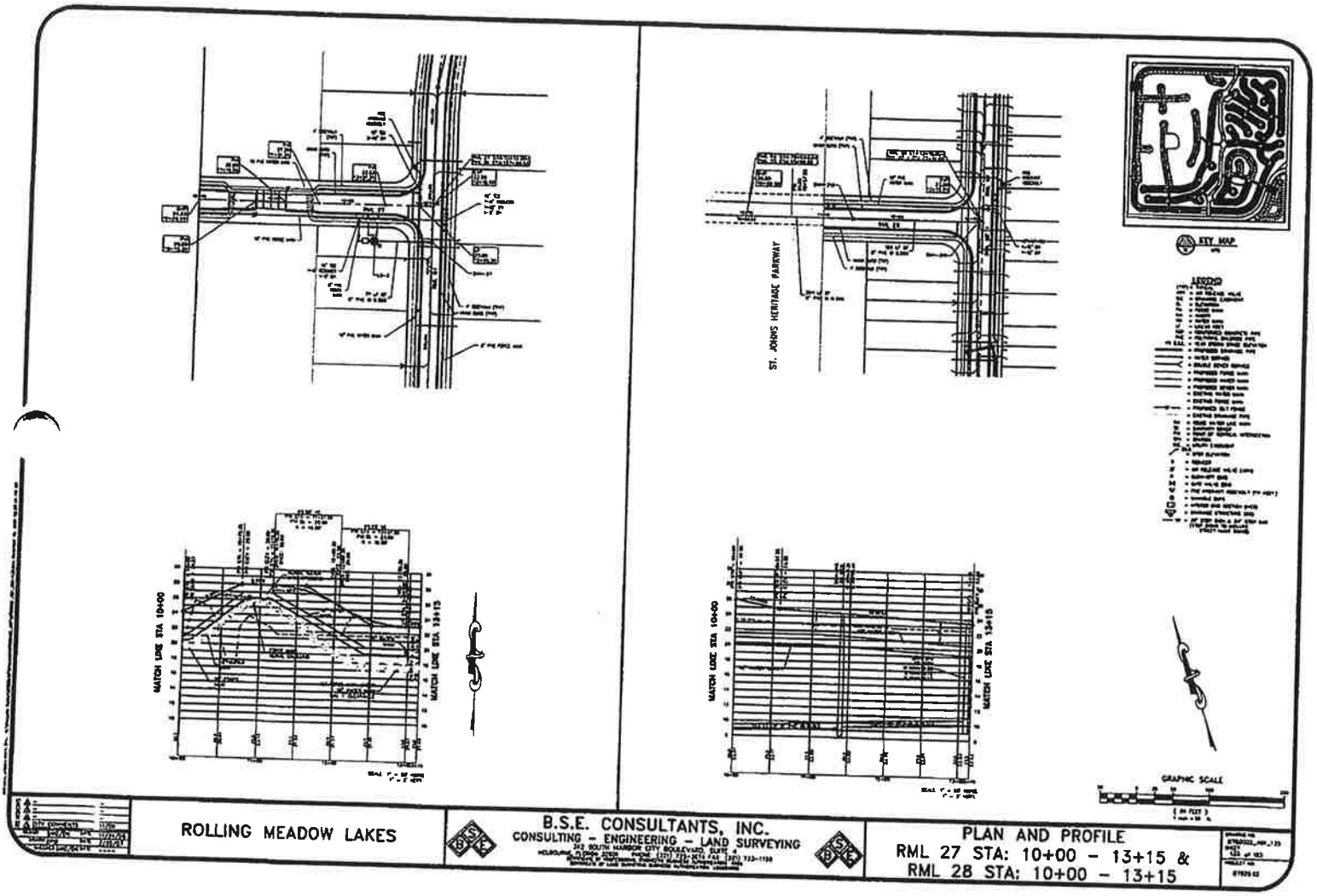

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
POTABLE WATER PLAN
LEGEND
GRAPHIC SCALE

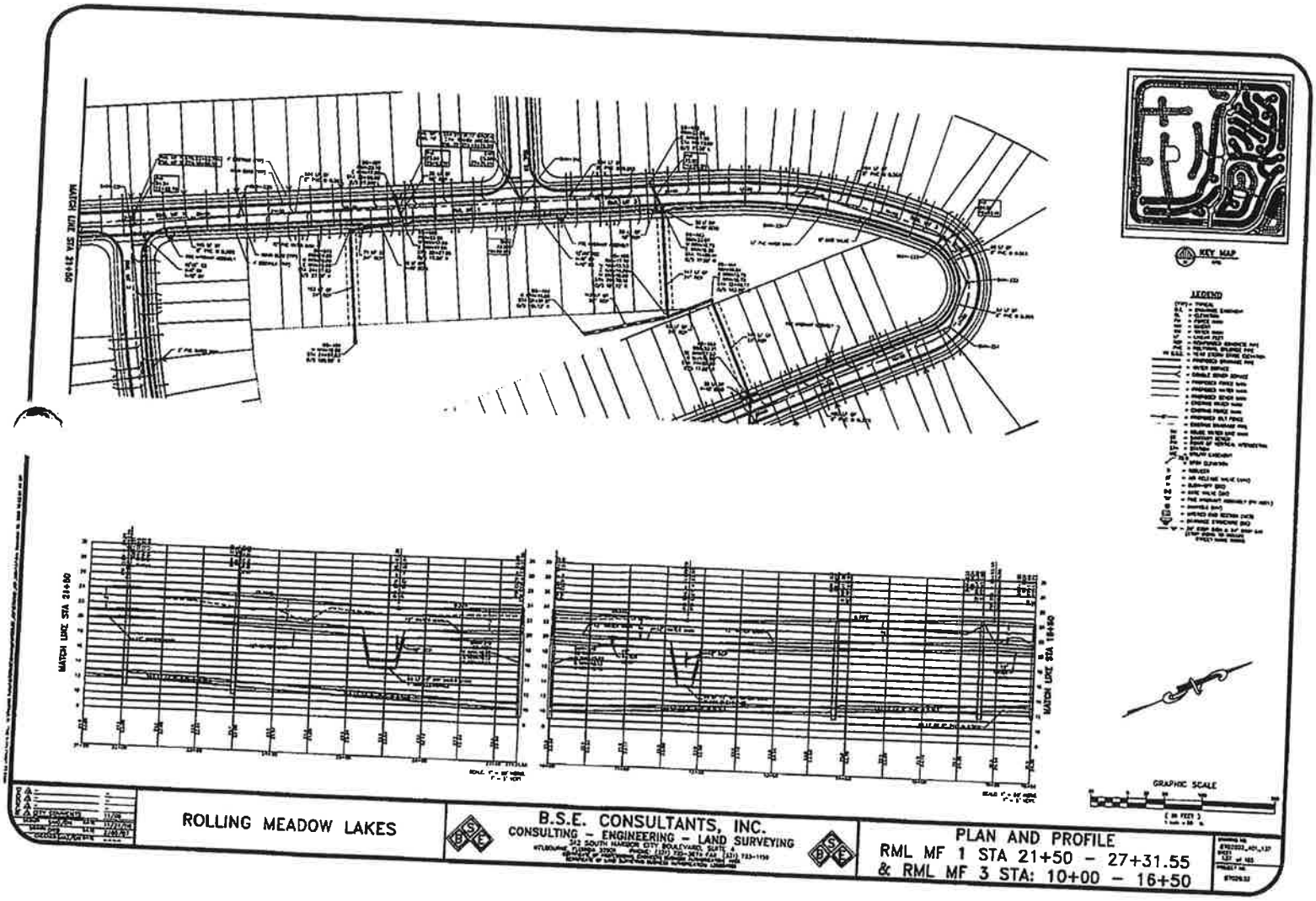


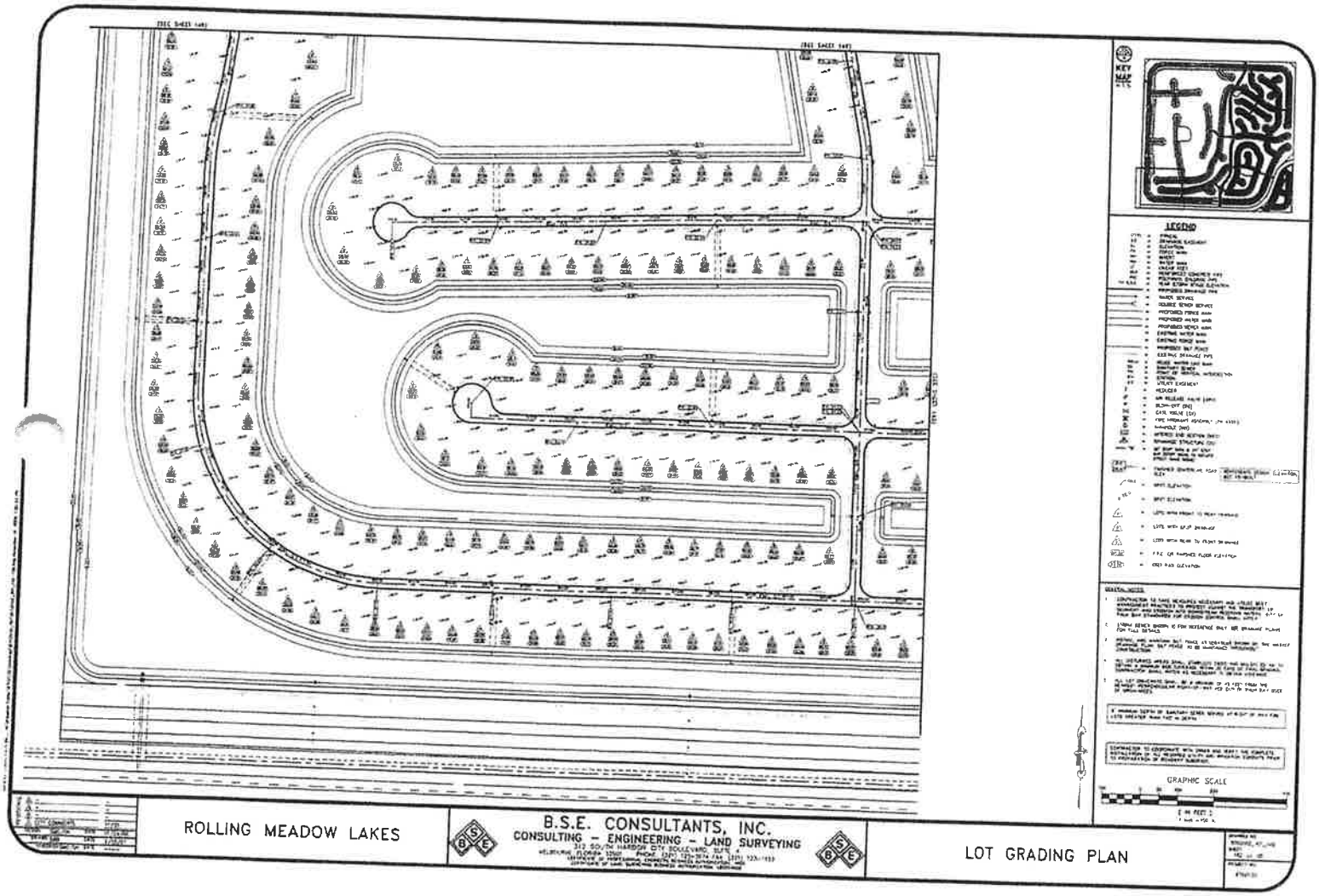
ROLLING MEADOW LAKES

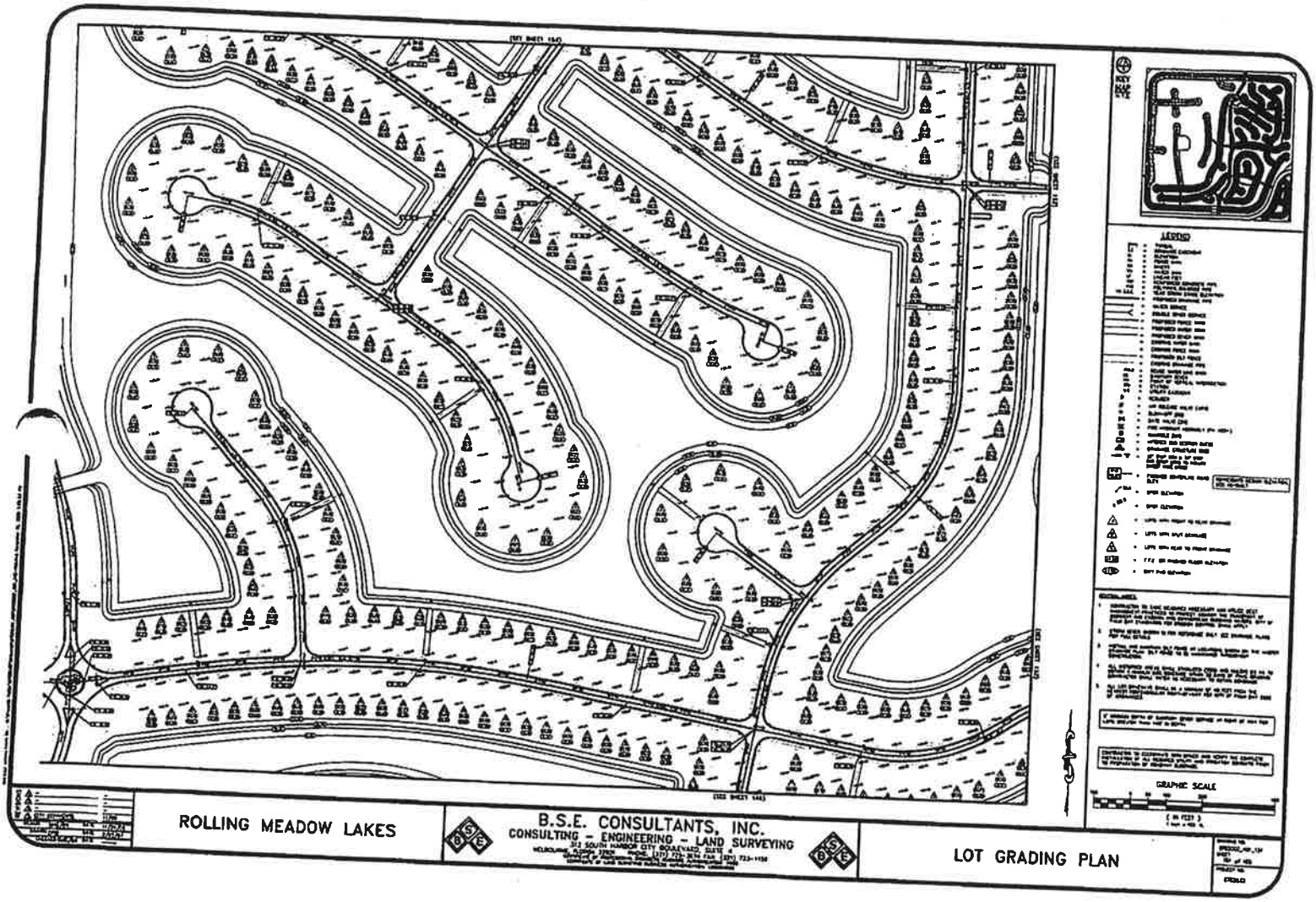
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
313 SOUTH HARBOR CITY BOULEVARD, SUITE A
MELBOURNE, FLORIDA 32901 PHONE: (321) 723-1102 FAX: (321) 723-1199

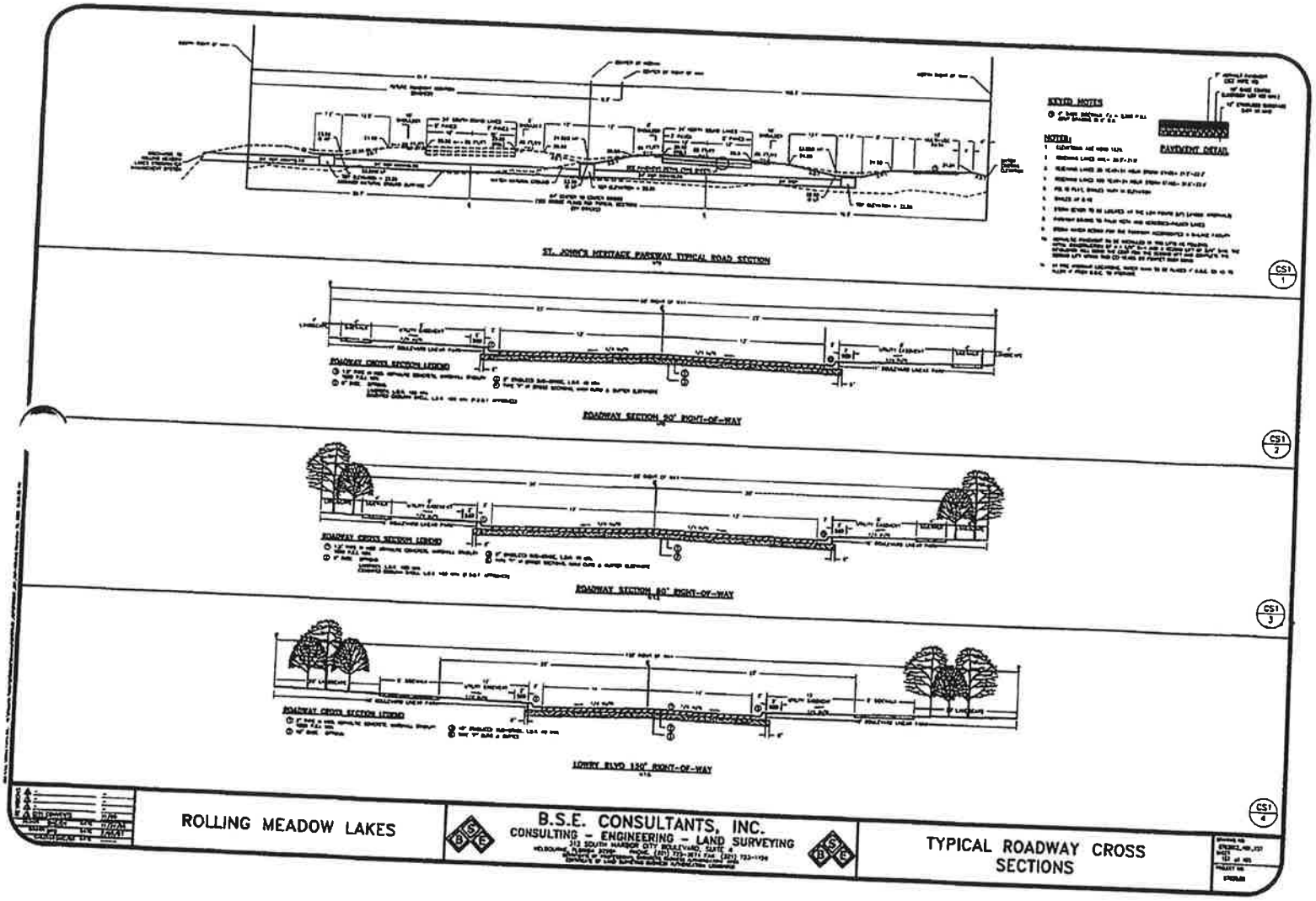
PLAN AND PROFILE
RML 01 STA: 35+00 – 47+50

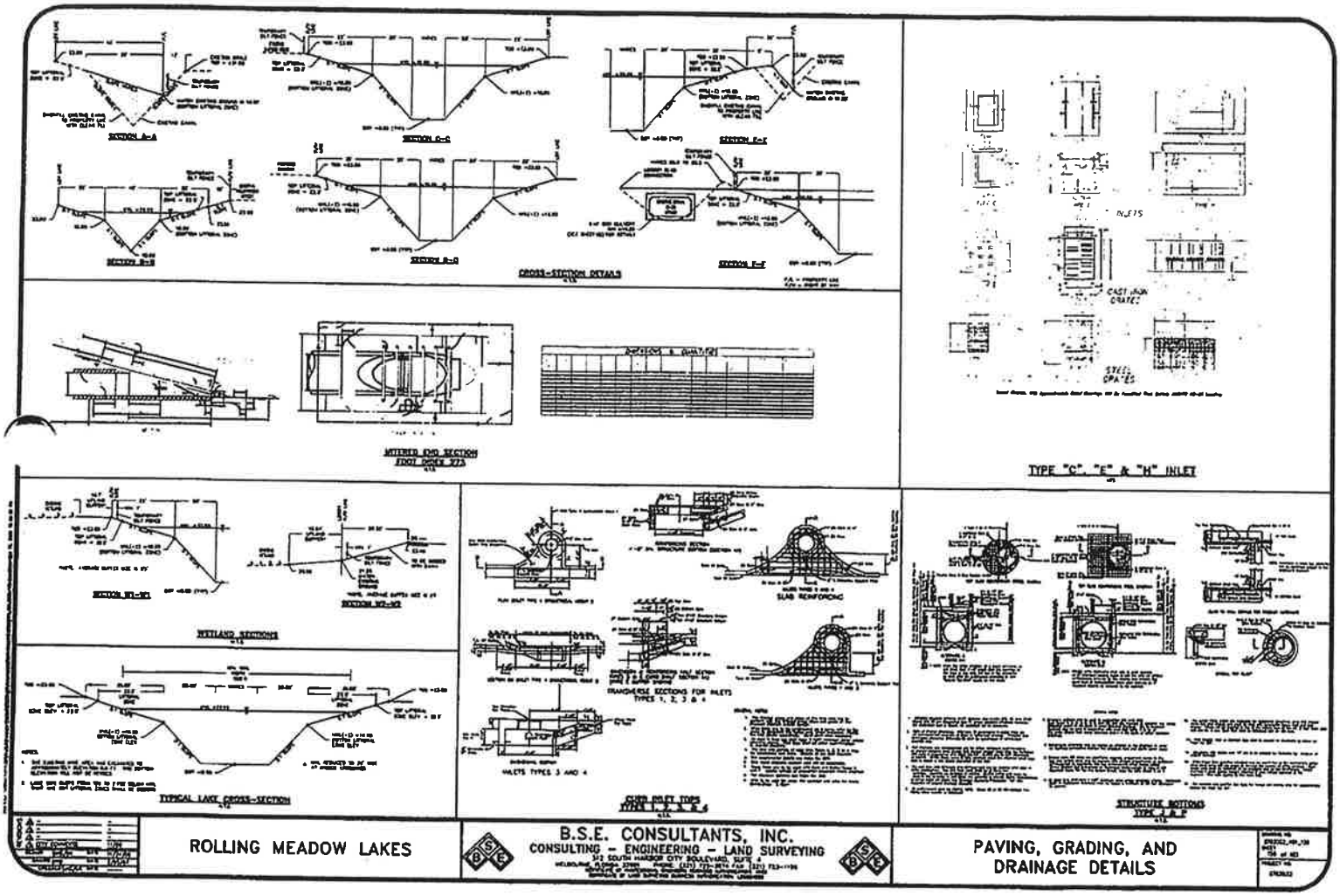

ST. JOHNS HERITAGE PARKWAY
KEY MAP
MATCH LINE STA 10+00
MATCH LINE STA 13+15
MATCH LINE STA 10+00
MATCH LINE STA 13+15
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
PLAN AND PROFILE
RML 27 STA: 10+00 - 13+15 &
RML 28 STA: 10+00 - 13+15

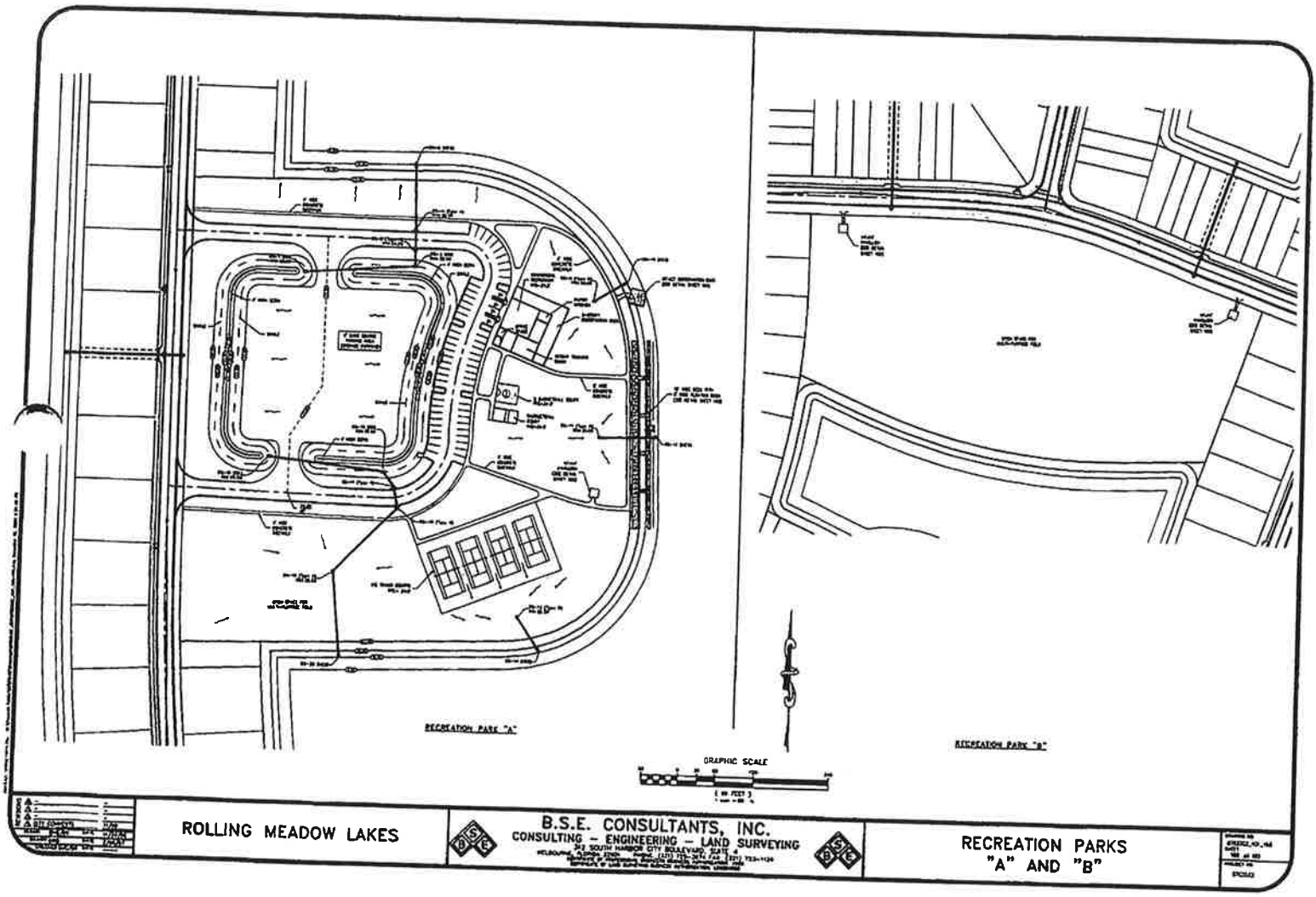

MATCH LINE STA 21+50
MATCH LINE STA 21+00
MATCH LINE STA 16+50
KEY MAP
LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
PLAN AND PROFILE
RML MF 1 STA 21+50 – 27+31.55
& RML MF 3 STA: 10+00 – 16+50

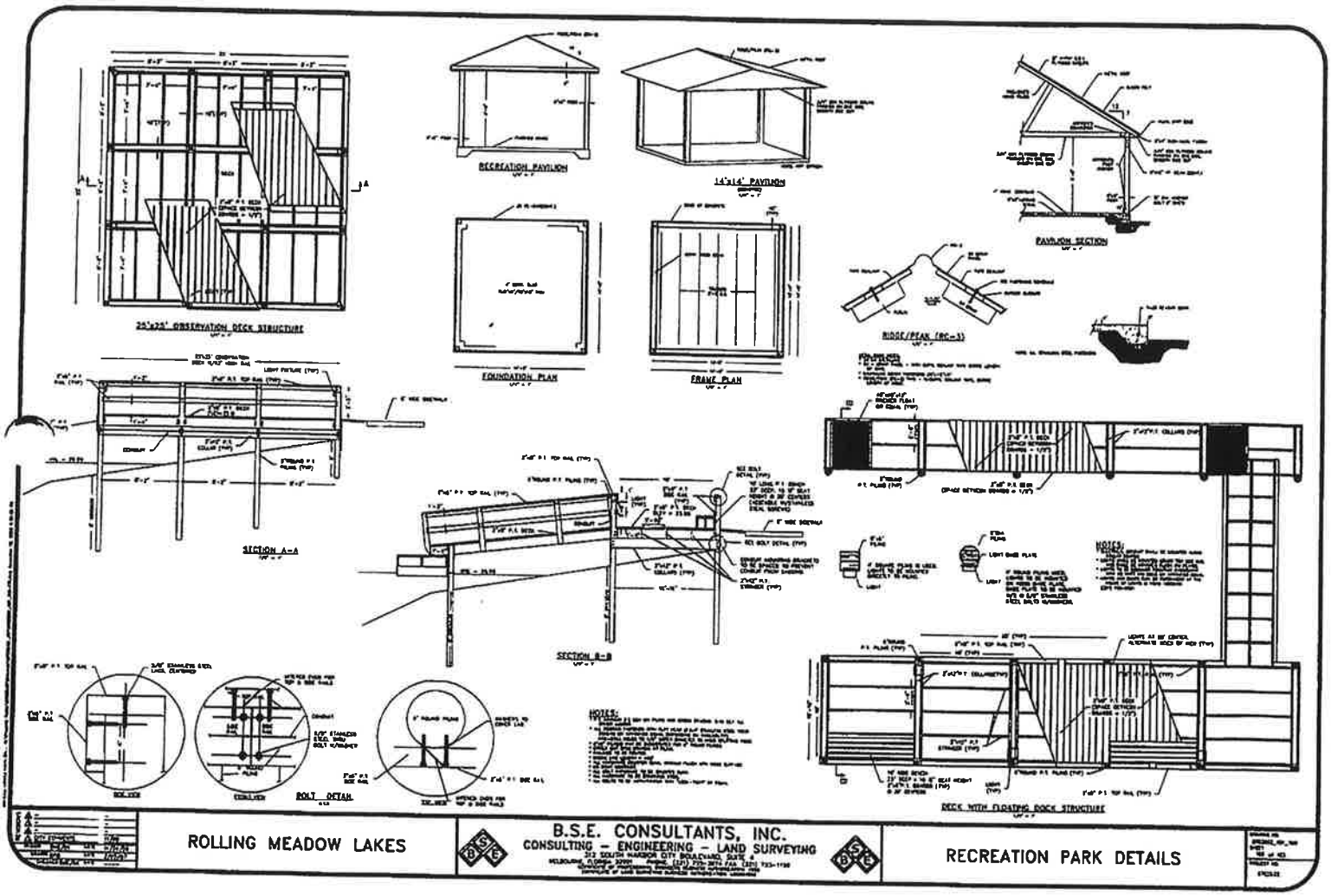

LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
LOT GRADING PLAN

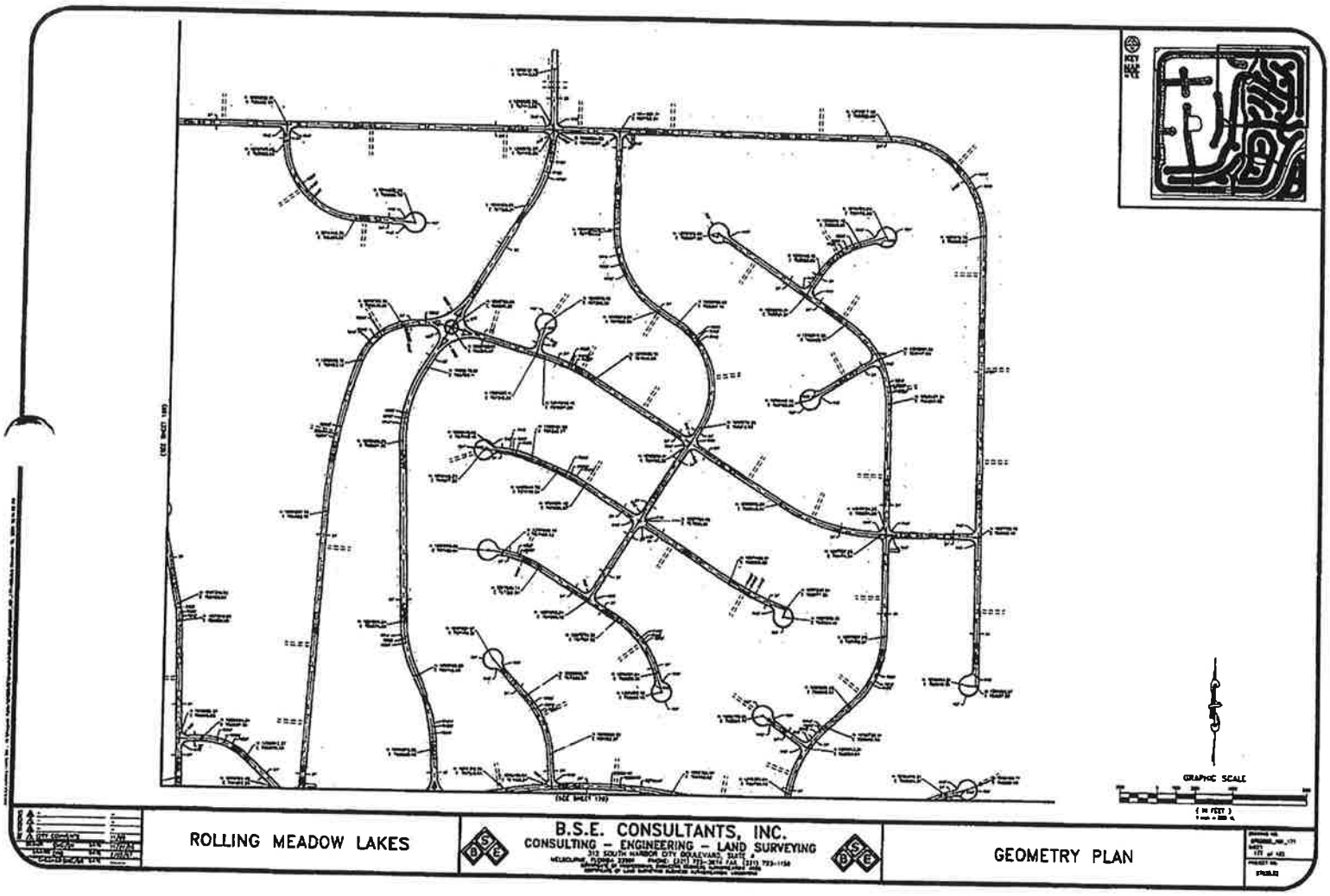

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
LOT GRADING PLAN
GRAPHIC SCALE

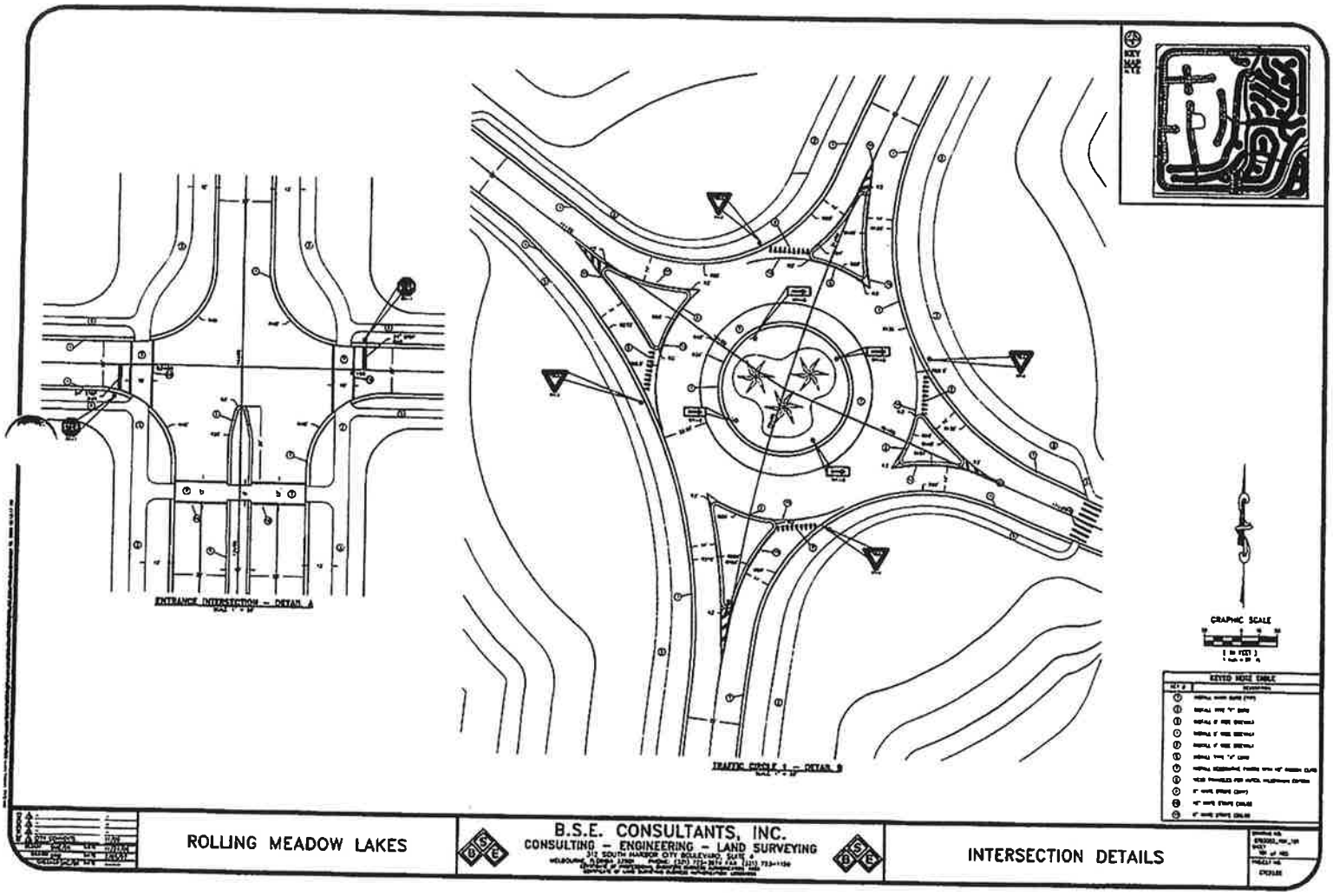

ST. JOHN'S HERITAGE PARKWAY TYPICAL ROAD SECTION
PAVEMENT DETAIL
ROADWAY SECTION 50' RIGHT-OF-WAY
ROADWAY SECTION 80' RIGHT-OF-WAY
LOWRY BLVD 130' RIGHT-OF-WAY
CS1 1
CS1 2
CS1 3
CS1 4
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
TYPICAL ROADWAY CROSS SECTIONS

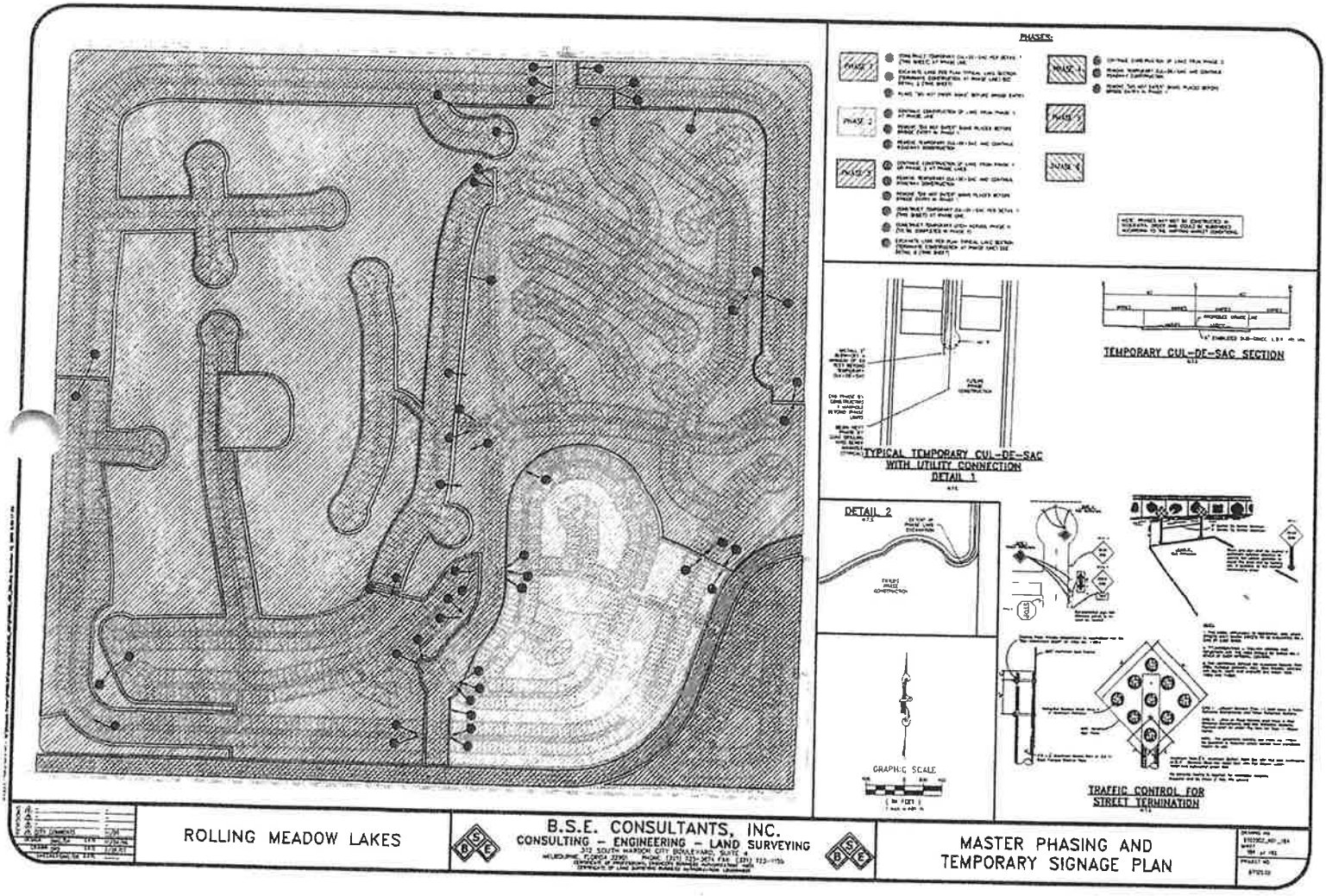

CROSS-SECTION DETAILS
INLETS
CAST IRON GRATE
STEEL GRATES
TYPE "C", "E" & "H" INLET
WETLAND SECTIONS
TYPICAL LAKE CROSS-SECTION
SLAB REINFORCING
INLETS TYPES 3 AND 4
STRUCTURE BOTTOMS
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING — ENGINEERING — LAND SURVEYING
PAVING, GRADING, AND DRAINAGE DETAILS

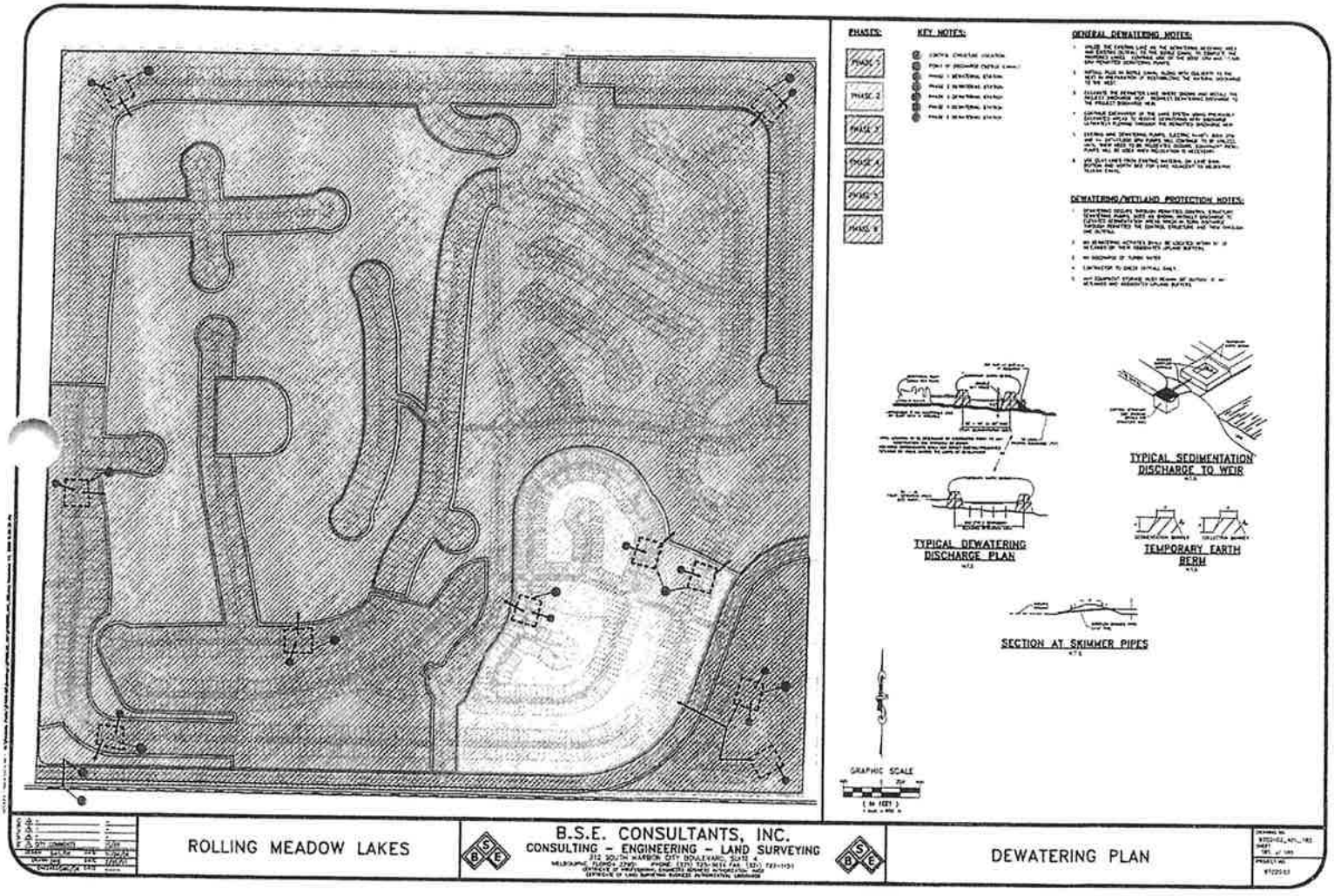

RECREATION PARK "A"
RECREATION PARK "B"
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
RECREATION PARKS
"A" AND "B"


RECREATION PAVILION
14'x14' PAVILION
PAVILION SECTION
25'x25' OBSERVATION DECK STRUCTURE
FOUNDATION PLAN
FRAME PLAN
RIDGE/PEAK (RC-1)
SECTION A-A
SECTION B-B
BOLT DETAIL
DECK WITH FLOATING DOCK STRUCTURE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
RECREATION PARK DETAILS


ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
GEOMETRY PLAN
GRAPHIC SCALE


ENTRANCE INTERSECTION – DETAIL A
TRAFFIC CIRCLE 1 – DETAIL B
GRAPHIC SCALE
KEYED NOTE TABLE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
INTERSECTION DETAILS

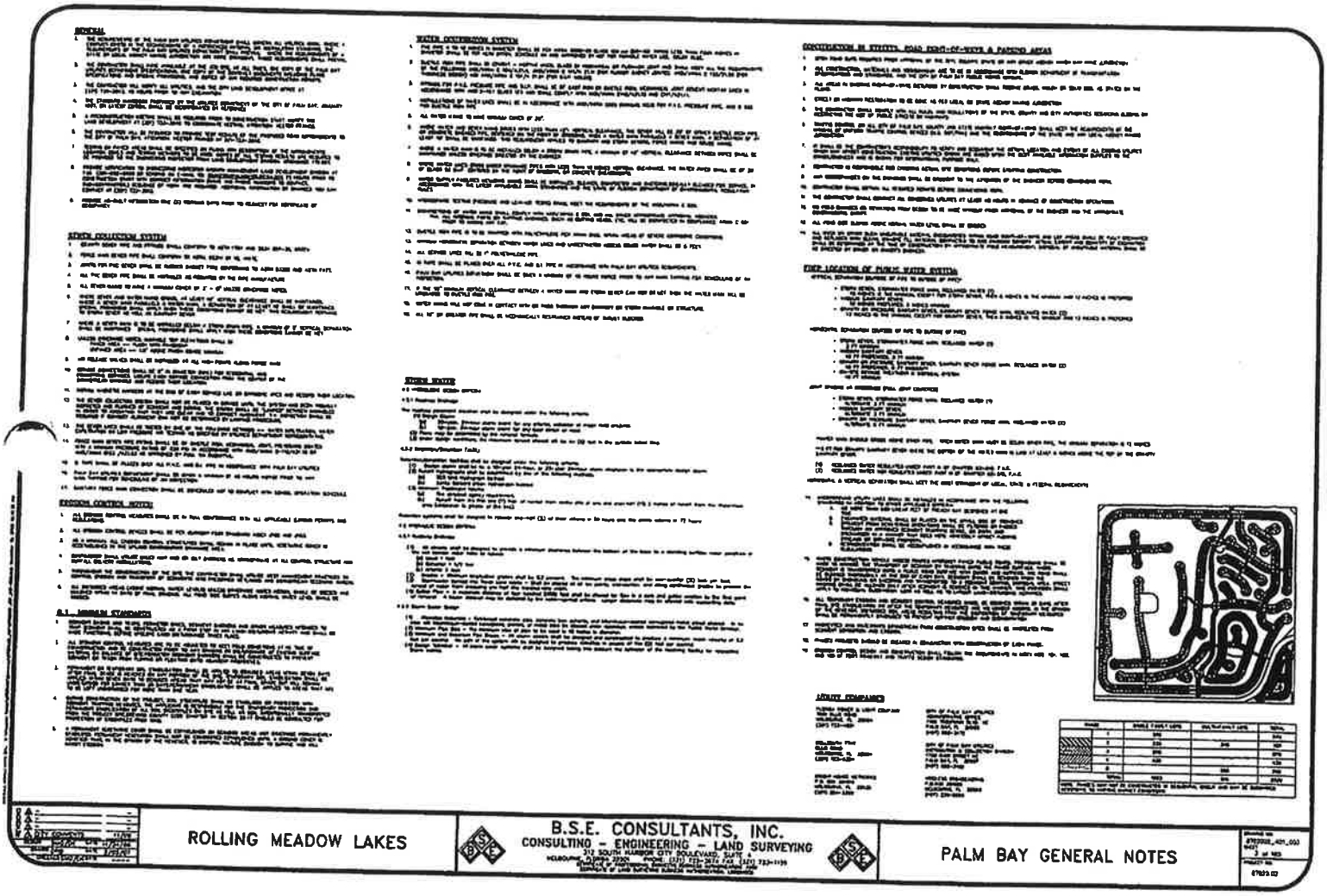

PHASES:
TEMPORARY CUL-DE-SAC SECTION
TYPICAL TEMPORARY CUL-DE-SAC WITH UTILITY CONNECTION DETAIL 1
DETAIL 2
GRAPHIC SCALE
TRAFFIC CONTROL FOR STREET TERMINATION
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
MASTER PHASING AND TEMPORARY SIGNAGE PLAN



ROLLING MEADOW LAKES

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE (321) 253-1610 FAX (321) 723-1151
CERTIFICATE OF PROFESSIONAL ENGINEERING AUTHORIZATION NO.
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION

DEWATERING PLAN



ROLLING MEADOW LAKES

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE (321) 723-2676 FAX (321) 723-1159

PALM BAY GENERAL NOTES

COVER LETTER EXHIBIT 1

RECEIVED OCT 2 6 2005

87020.02

October 25, 2005

Rolling Meadow Ranch, Inc.
c/o Mr. Scott M. Glaubitz
312 S. Harbor City Boulevard, Suite 4
Melbourne, FL 32901

Dear Mr. Glaubitz:

This letter is to officially notify you that the City Council of the City of Palm Bay, at its Regular Council Meeting No. 2005-29, held on October 20, 2005, has approved the preliminary Planned Unit Development application for a parcel of land located north of and adjacent to Willowbrook Street, in the vicinity west of Babcock Street. There is a one year time limit from the date of this meeting to submit your application for the final Planned Unit Development.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Director, Growth Management Department, at 321-733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

tmb

Case No. PUD-39-2005

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907
Phone 321 952 3400 • Fax 321 953 8971 • www.palmbayflorida.org

Alicia Mateo

87020.02

From: Ana Saunders
Sent: Friday, February 23, 2007 11:41 AM
To: Alicia Mateo; Kathy Moore
Subject: FW: Rolling Meadow Lake – City Submittal (BSE File #87020.02)

FYI ~ See below. I've asked again about a CD with pdf's of the sheets. I'll let you know about that.

Ana Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

From: David Watkins [mailto:watkid@palmbayflorida.org]
Sent: Friday, February 23, 2007 11:37 AM
To: Ana Saunders; Patrick Murphy
Cc: Scott Glaubitz
Subject: RE: Rolling Meadow Lake – City Submittal (BSE File #87020.02)

Ana/Scott:

Construction Plans – 2 complete sets (one for Hector and one for Ralph Jenkins in Utilities) need not be signed and sealed at this time since most likely will be changes. For Final PUD review we need Sheets 1 thru 21, 246, 247, 261, 262, 275 and 276. Will need the 16 sets of those sheets.

Preliminary PUD – This expired October 20, 2006. Staff cannot extend that date (we do not have the authority) and Council cannot extend it once it expires. In addition, the final is not the same as the preliminary, so the overall needs revision anyway. Submit the overall layout with revised counts and a Preliminary PUD application so we can move these forward at the same time.

Final PUD – Below are conditions originally approved to be met on the final. This info needs to be submitted.

A. The layout detail must be provided in subdivision form for the Final PUD.

B. Architectural schematics are required during Final PUD approval for all nonresidential structures proposed.

C. Deed restrictions must be submitted for Final PUD approval.

D. A traffic study must be prepared to determine impacts to Babcock Street, Lowry Boulevard, Palm Bay Parkway and intersections along those roadways, including provisions for the intersection of the Palm Bay Parkway and Malabar Road. This project must participate with their share of the Southeast Assessment District Improvement Project.

E. Analysis must be provided that the 1,000 foot radius for the Palm Bay Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the

Parkway is adequate to pr. .de for the two roadways intersecting a. .at location.

F. The Final PUD must identify sufficient commercial and public/semipublic acreage to serve the development. The applicant needs to provide commercial land at the Lowry/Palm Bay Parkway intersection and in the mixed multifamily/commercial area shown on the Preliminary Plans. No commercial is actually shown at present.

G. Phasing must be provided on the Final PUD.

Future Land Use Element Policy FLU-8.3O requires an analysis of Interstate 95 levels of service in addition to the analysis areas identified previously.

Developer's Agreement – The City will require a developer's agreement prior to final approval. Staff is meeting early next week to work on the format and general requirements. I will contact you both after those meetings to begin looking at the contents and issues to be addressed.

Thanks.

David

From: Ana Saunders [mailto:ASaunders@bseconsult.com]
Sent: Friday, February 23, 2007 9:07 AM
To: David Watkins; Patrick Murphy
Cc: Scott Glaubitz
Subject: RE: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

Not a problem. FYI – We are submitting to you next week (by Wednesday).

. .ia Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

From: David Watkins [mailto:watkid@palmbayflorida.org]
Sent: Friday, February 23, 2007 9:06 AM
To: Ana Saunders; Patrick Murphy
Cc: Scott Glaubitz
Subject: RE: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

I will get you that in the next hour or so. My fault.

David

From: Ana Saunders [mailto:ASaunders@bseconsult.com]
Sent: Friday, February 23, 2007 9:01 AM
To: David Watkins; Patrick Murphy
Scott Glaubitz
›ject: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

Good morning.

Have you decided what we need to su...mit to the City? I was thinking 2 or 3 s... of construction plans with the "For Agency Review Purposes Only" stamp on the cover sheet (so the plans won't need to be signed and sealed) along with ...or 3 CDs with the pdf's of each sheet burned to it.

Ana Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

B.S.E. CONSULTANTS, INC.
312 So. Harbor City Boulevard
Suite #4
Melbourne, FL 32901
(321) 725-3674 Tel. (321) 723-1159 Fax

LETTER OF TRANSMITTAL

Date: 3/2/2007 *Job: 87020.02*

Attention: **Dave Watkins**

RE: Rolling Meadow Lakes

TO: City of Palm Bay
Growth Management Department
5240 Babcock Street
Suite #300
Palm Bay, FL 32907

WE ARE SENDING YOU VIA: ☐ US MAIL ☐ Fed X Overnight Std ☒ COURIER/HAND DELIVER/PICKUP

☐ Shop Drawings ☐ Plans ☐ Reproducible ☐ Diskette/CD's

☐ Copy of Letter ☐ Change Order ☐ Report ☐ Other

COPIES	DATE	JOB NO.	DESCRIPTION
1	3/2/07	87020.02	Final PUD Application
1	3/2/07	87020.02	Authorization to Act as Owner
1	3/2/07	87020.02	Check # 4741 in the amount of $500.00
1	3/2/07	87020.02	Copy of Property Tax Information
2	3/2/07	87020.02	Sets of Construction Plans, stamped "For Agency Review Pruposes Only"
2	3/2/07	87020.02	Sets of the Master Sanitary Sewer System Study Report
2	3/2/07	87020.02	CD-Rom with PDF Files of Submittal

THESE ARE TRANSMITTED AS NOTED BELOW:

☐ For approval ☐ Per our discussion/As requested ☐ Returned for Corrections

☐ For your use ☐ Call upon receipt ☐ Resubmit ____ copies for approval

☐ For review and comment ☐ Approved as submitted/noted ☐ Submit ____ copies for distribution

REMARKS: _____

COPY TO Andy Machata, Rolling Meadow Ranch, Inc.

COPY TO _____ SIGNATURE: *Scott M. Glaubitz, P.E., P.L.S.*

transmit/forms

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 1400 Willowbrook Street

CITY Palm Bay STATE FL ZIP 32909

PHONE # (321) 725-2400 FAX # (321) 723-2612

E-MAIL ADDRESS dino2768@aol.com

2) ENGINEER Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Blvd, Suite #4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc. REGISTRATION # 4151

ADDRESS 312 South Harbor City Blvd., Suite #4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION:

Please see attached Exhibit "A".

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 1,375.17 net acres

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential (if any), lot and block numbers and dimension of all primary non-residential uses, and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines.
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be property signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $500.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 03/01/07

Printed Name of Applicant Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

EXHIBIT "A"

DESCRIPTION:

THE WEST 1/2 OF SECTION 5, ALL OF SECTION 6, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN N00°56'31"W, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 348.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGE 1863, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°30'06"E, ALONG SAID NORTH LINE, A DISTANCE OF 5272.16 FEET TO THE EAST LINE OF SAID SECTION 7 (SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 8); THENCE S89°41'55"E A DISTANCE OF 2649.59 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 8; THENCE S00°54'17"W, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 247.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S89°26'11"W A DISTANCE OF 2649.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7); THENCE N89°50'09"W A DISTANCE OF 5273.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,375.17 NET ACRES, MORE OR LESS.

AUTHORIZATION TO ACT AS AGENT

I, Mr. Andrew Machata, President of Rolling Meadow Ranch, Inc. and which Rolling Meadow Ranch, Inc. owns the property, hereby authorize Scott M. Glaubitz, P.E., P.L.S., President, of B.S.E. Consultants, Inc., to act as agent in all permitting and certification matters for Rolling Meadow Ranch property located in Brevard County, Florida. This authorization shall include all engineering and permitting services for this property.

Signature
Andrew Machata
Rolling Meadow Ranch, Inc.

~~2006~~ Sworn to and subscribed before me this 10th day of MARCH, ~~2002~~, by Andrew Machata who is personally known to me and who (did) (did not) take an oath.

NOTARY PUBLIC AT LARGE

ALICIA L. MATEO
MY COMMISSION # DD515408
EXPIRES: Feb. 6, 2010
(407) 398-0153 Florida Notary Service.com

(SEAL)

STATE OF FLORIDA,
COUNTY OF BREVARD

On this 28th day of FEBRUARY, ~~2002~~ 2007, I attest that the preceding document is a true, exact, complete, and unaltered photocopy made by me of the AUTHORIZATION TO ACT AS AGENT presented to me by the document's custodian, Scott M. Glaubitz, P.E., P.L.S., and, to the best of my knowledge, that the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are not available from an official source other than a notary public.

NOTARY PUBLIC AT LARGE

ALICIA L. MATEO
MY COMMISSION # DD515408
EXPIRES: Feb. 6, 2010
(407) 398-0153 Florida Notary Service.com

BLACKHAWK QUARRY CO. OF FLORIDA, INC.
PAYROLL ACCOUNT
1400 WILLOWBROOK STREET
PALM BAY, FL 32909
(321) 725-2400

GRAND BANK AND TRUST OF FLORIDA
WEST PALM BEACH , FL 33409
63-1446/670

4741

Pay Five-Hundred and no/100----------

Date 02/23/07

Amount 500.00

To the Order of City of Palm Bay

BLACKHAWK QUARRY CO. OF FLORIDA, INC.

AUTHORIZED SIGNATURE

⑈004741⑈ ⑆067014466⑆ 10104651⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

BLACKHAWK QUARRY CO. OF FLORIDA, INC.

EMPLOYEE	SOCIAL SECURITY NO	PAY RATE	PERIOD END	CHECK NO
				4741

EARNINGS	HOURS	AMOUNT	YTD	DEDUCTION	AMOUNT	YTD
Final Subdivision Application		500.00				

GROSS EARNINGS:

NET EARNINGS:

TOTAL DEDUCT:

Rolling Meadow Ranch, Inc.
1400 Willowbrook Street
Palm Bay, Florida 32909

Telephone (321) 725-2400
Fax (321) 723-2612

FACSIMILE COVER SHEET

DATE February 27, 2007

TO Scott

COMPANY NAME: BSE Consultants

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER 321-723-1159

FROM: Pam

NUMBER OF PAGES (Including cover sheet): 6

ADDITIONAL INFORMATION: As per Andy's request please find following property tax bills and payment for Rolling Meadow Ranch, Inc. Brevard County (Blackhawk Quarry Company), for the year 2006.

I will put a copy in the mail also.

Thanks

Pam Renaud

Date	Invoice No.	Comment	Amount	Discount	Net Amount
11/20/2006	3000218-06		2,207.90	0.00	2,207.90
11/20/2006	3000220		12,031.58	0.00	12,031.58
11/20/2006	3000268		2,201.67	0.00	2,201.67
11/20/2006	3000275		1,007.16	0.00	1,007.16

CHECK 008878 11/28/2006 ROD NORTHCUTT. C.F.C.. C.P.M. TOTAL 17,448.31

BLACKHAWK QUARRY CO. OF FLORIDA, INC.
4.00 8878

Date	Invoice No.	Comment	Amount	Discount	Net Amount
11/20/2006	3000218-06		2,207.90	0.00	2,207.90
11/20/2006	3000220		12,031.58	0.00	12,031.58
11/20/2006	3000268		2,201.67	0.00	2,201.67
11/20/2006	3000275		1,007.16	0.00	1,007.16

CHECK 008878 11/28/2006 ROD NORTHCUTT. C.F.C.. C.P.M. TOTAL 17,448.31

BLACKHAWK QUARRY CO. OF FLORIDA, INC.
1480 WILLOWBROOK STREET
PALM BAY, FL 32909

GRAND BANK AND TRUST OF FLORIDA
WEST PALM BEACH, FL 33409
63-1446/870

8878
008878

PAY *SEVENTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT AND 31 / 100

Date	Check Amount
11/28/2006	****17,448.31*

TO THE ORDER OF
ROD NORTHCUTT, C.F.C., C.P.M.
BREVARD COUNTY TAX COLLECTOR
P.O. BOX 850
Titusville, FL 32781-850

BLACKHAWK QUARRY CO OF FLORIDA, INC

RNORTH

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈008878⑈ ⑆067014466⑆ 10069102⑈

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000220		628,970		628,970	54U0

ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201

000175

30 370600 1
1400 WILLOWBROOK ST
PALM BAY
ALL EX RD & DITCH R/WS

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		628,970	2,425.18
C114	BREVARD LIBRARY DISTRICT	.5497		628,970	345.74
C115	BREVARD MOSQUITO CONTROL	.1800		628,970	113.21
C165	S BREVARD REC DIST 2001-2020	.4168		628,970	263.41
S207	SCHOOL - BY STATE LAW	4.9680		628,970	3,117.15
S208	SCHOOL - BY LOCAL BOARD	.7110		628,970	447.20
S213	SCHOOL - CAPITAL OUTLAY	2.0000		628,970	1,257.94
T365	CITY OF PALM BAY	4.8000		628,970	2,893.25
W822	ST JOHNS RIVER WATER MGMT DST	.4620		628,970	290.58
V729	FLA INLAND NAVIGATION DIST	.0385		628,970	24.22
V745	SEBASTIAN INLET DISTRICT	.1595		628,970	100.32
D870	ENV END LD/WTR LTD 05-24	.0472		628,970	29.69
D871	ENV END LD/WTR (DBTP) 05-24	.0980		628,970	61.64
D873	ENV ENDANG LAND (DBTP) 91-10	.1665		628,970	104.72
D883	ENV ENDANG LD ACQ 91-10	.0398		628,970	25.03
D892	PALM BAY ROAD IMPROV 96-2005			628,970	
D898	S BREVARD REC DIST (DBTP)01-20	.1812		628,970	113.97

TOTAL MILLAGE	18.4840	AD VALOREM TAXES	$11,813.29

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		AMOUNT
Y198	SOLID WASTE DISPOSAL	819.61

POSTED 5200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS	$12,632.90	NON-AD VALOREM ASSESSMENTS	$819.61
		PAY ONLY ONE AMOUNT	See reverse side for important information.

BLUE PORTION OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000218		124,560		124,560	54U0

ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201

000175

30 2705HF 250
SAN SEBASTIAN FARMS
PALM BAY
W 1/2 EX RD & DITCH R/WS

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		124,560	480.25
C114	BREVARD LIBRARY DISTRICT	.5497		124,560	68.47
C116	BREVARD MOSQUITO CONTROL	.1800		124,560	22.42
C188	S BREVARD REC DIST 2001-2020	.4188		124,560	52.17
S207	SCHOOL - BY STATE LAW	4.9580		124,560	617.32
S208	SCHOOL - BY LOCAL BOARD	.7110		124,560	88.56
S213	SCHOOL - CAPITAL OUTLAY	2.0000		124,560	249.12
T368	CITY OF PALM BAY	4.6000		124,560	572.98
W522	ST JOHNS RIVER WATER MGMT DST	.4620		124,560	57.55
V729	FLA INLAND NAVIGATION DIST	.0385		124,560	4.80
V745	SEBASTIAN INLET DISTRICT	.1595		124,560	19.87
D870	ENV END LD/WTR LTD 05-24	.0472		124,560	5.88
D871	ENV END LD/WTR (DBTP) 05-24	.0980		124,560	12.21
D873	ENV ENDANG LAND (DBTP) 91-10	.1665		124,560	20.74
D883	ENV ENDANG LD ACQ 91-10	.0398		124,560	4.96
D892	PALM BAY ROAD IMPROV 98-2005			124,560	
D898	S BREVARD REC DIST (DBTP)01-20	.1812		124,560	22.57
	TOTAL MILLAGE	18.4640		AD VALOREM TAXES	$2,299.90

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
POSTED	5200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA — NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS	$2,299.90	PAY ONLY ONE AMOUNT	See reverse side for important information

DETACH HERE AND RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000288		124,210		124,210	54U0

ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201

000175

30 37S 37E 1
1200 WILLOWBROOK ST
PALM BAY
N 1/2 N OF SEBASTIAN MAIN CANAL
See Tax Roll for extra legal.

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS **WWW.BREVARDTAXCOLLECTOR.COM**

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		124,210	478.93
C114	BREVARD LIBRARY DISTRICT	.5487		124,210	68.28
C115	BREVARD MOSQUITO CONTROL	.1800		124,210	22.36
C186	S BREVARD REC DIST 2001-2020	.4188		124,210	52.02
S207	SCHOOL - BY STATE LAW	4.9560		124,210	615.58
S208	SCHOOL - BY LOCAL BOARD	.7110		124,210	88.31
S213	SCHOOL - CAPITAL OUTLAY	2.0000		124,210	248.42
T386	CITY OF PALM BAY	4.6000		124,210	571.37
W622	ST JOHNS RIVER WATER MGMT DST	.4520		124,210	57.39
V729	FLA INLAND NAVIGATION DIST	.0385		124,210	4.78
V745	SEBASTIAN INLET DISTRICT	.1595		124,210	19.81
D870	ENV END LD/WTR LTD 05-24	.0472		124,210	5.86
D871	ENV END LD/WTR (DBTP) 05-24	.0980		124,210	12.17
D873	ENV ENDANG LAND (DBTP) 91-10	.1655		124,210	20.88
D883	ENV ENDANG LD ACQ 91-10	.0388		124,210	4.84
D892	PALM BAY ROAD IMPROV 98-2005			124,210	
D898	S BREVARD REC DIST (DBTP)01-20	.1812		124,210	22.51

TOTAL MILLAGE	18.4840	AD VALOREM TAXES	$2,283.41

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
POSTED	5200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA — NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS	$2,283.41	PAY ONLY ONE AMOUNT	See reverse side for important information.

BLUE PORTION OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000275		58,820		58,820	54UD

AUTO** 3-DIGIT 329
ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201 118

000175

20 37SHF 250
SAN SEBASTIAN FARMS
PALM BAY
NW 1/4 N OF SEBASTIAN MAIN CANAL
See Tax Roll for extra legal.

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		58,820	219.09
C114	BREVARD LIBRARY DISTRICT	.5497		56,820	31.23
C115	BREVARD MOSQUITO CONTROL	.1800		56,820	10.23
C188	S BREVARD REC DIST 2001-2020	.4188		56,820	23.80
S207	SCHOOL - BY STATE LAW	4.9560		56,820	281.60
S208	SCHOOL - BY LOCAL BOARD	.7110		56,820	40.40
S213	SCHOOL - CAPITAL OUTLAY	2.0000		56,820	113.64
T366	CITY OF PALM BAY	4.6000		56,820	261.37
W622	ST JOHNS RIVER WATER MGMT DST	.4820		56,820	28.25
V729	FLA INLAND NAVIGATION DIST	.0365		56,820	2.19
V745	SEBASTIAN INLET DISTRICT	.1595		56,820	9.09
D870	ENV END LD/WTR LTD 05-24	.0472		56,820	2.68
D871	ENV END LD/WTR (DBTP) 05-24	.0980		56,820	5.57
D879	ENV ENDANG LAND (DBTP) 01-10	.1665		56,820	9.46
D863	ENV ENDANG LD ACQ 01-10	.0398		56,820	2.26
D862	PALM BAY ROAD IMPROV 96-2005			56,820	
D898	S BREVARD REC DIST (DBTP)01-20	.1812		56,820	10.30

TOTAL MILLAGE	18.4640	AD VALOREM TAXES	$1,048.13

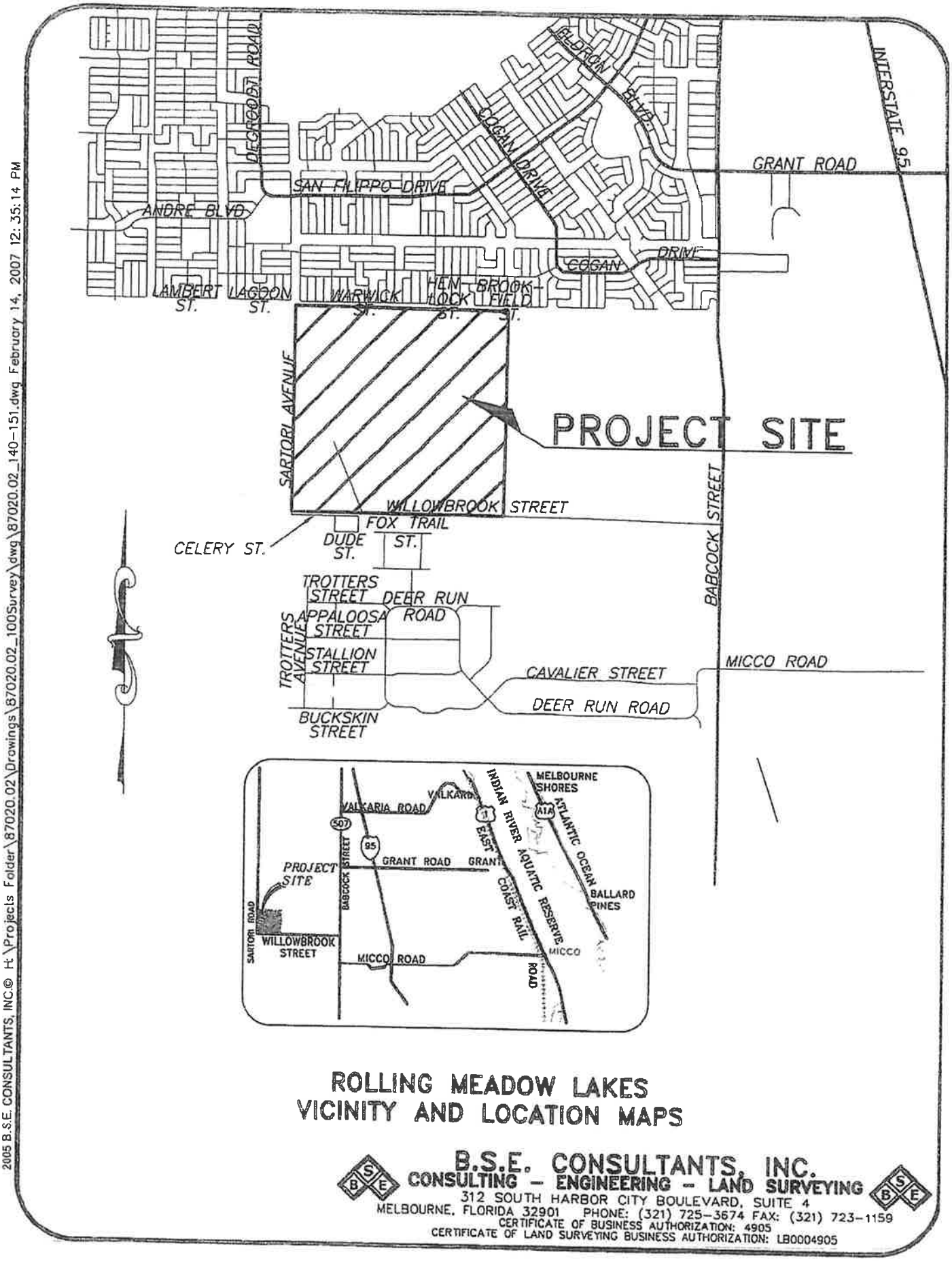
NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
POSTED	5200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA	NON-AD VALOREM ASSESSMENTS	
COMBINED TAXES AND ASSESSMENTS	$1,048.13	PAY ONLY ONE AMOUNT

See reverse side for important information.

PLEASE PURSUANT TO SECTION 196.073 F.S. RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT



ROLLING MEADOW LAKES
VICINITY AND LOCATION MAPS

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

2005 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\87020.02\Drawings\87020.02_100Survey\dwg\87020.02_140-151.dwg February 14, 2007 12:35:14 PM

Table 1:
PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE	WL & SW SIZE	WL & SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION I D
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE	IMPACT SIZE	IMPACT CODE	
WL #2	641	1.08 acres					641	1.08 acres	D/F	
WL #3	630	1.04 acres	1.04 acres							
WL #4	630	1.11 acres	1.11 acres							
WL #5A	641	1.10 acres					641	1.10 acres	D/F	
WL #8	641	1.50 acres					641	1.50 acres	D/F	
WL #11	641	2.51 acres					641	2.51 acres	D/F	
PROJECT TOTALS:		8.34 acres	2.15 acres					6.19 acres		

Comments: WL #1 and #7 previously mitigated for under separate permit #4-009-15821-6.

CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E,111b.)
Impact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

Reviewer: _____

Table 1:
PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE	WL & SW SIZE	WL & SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION I D
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE	IMPACT SIZE	IMPACT CODE	
WL #1E	641	0.65 acres					641	0.65 acres	D/F	
WL #2E	641	1.48 acres					641	1.48 acres	D/F	
WL #3E	641	0.17 acres					641	0.17 acres	D/F	
WL #4E	641	0.32 acres					641	0.32 acres	D/F	
WL #5E	641	0.19 acres					641	0.19 acres	D/F	
WL #6E	641	0.31 acres					641	031 acres	D/F	
SW	500	1.33 acres					500	1.33 acres	F	
PROJECT TOTALS:		WL-3.12 acres SW-1.33 acres						WL-3.12 acres SW-1.33 acres		

Comments: WL sizes per aerial interpretation and not yet verified by SJRWMD.

CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E,111b.)
Impact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

Reviewer: _____

Table 1:
PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE	WL & SW SIZE	WL & SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION I D
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE	IMPACT SIZE	IMPACT CODE	
WL #5B	641	0.46 acres					641	0.46 acres	D/F	
WL #6	641	0.40 acres					641	0.40 acres	D/F	
WL #9	641	0.62 acres					641	0.62 acres	D/F	
WL #10	641	0.26 acres					641	0.26 acres	D/F	
WL #12	641	0.25 acres					641	0.25 acres	D/F	
WL #13	641	0.11 acres					641	0.11 acres	D/F	
PROJECT TOTALS:		2.10 acres						2.10 acres		

omments: WL #1 and #7 previously mitigated for under separate permit #4-009-15821-6. All WL listed on this form DO NOT require mitigation per previous eviews.

ODES (multiple entries per cell not allowed):
etland Type: from an established wetland classification system (see Section E,111b.)
npact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other
ORM NUMBER 40C-4.900(1)

Reviewer: _____

Table 3:
PROJECT OFF-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TARGET TYPE
PROJECT TOTALS	NA		NA		NA		NA		NA		NA	

Comments: Mitigation to be performed at Mary A. Ranch Mitigation Bank.

CODES (multiple entries per cell not allowed):
Target Type or Type = target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer: _____

COVER LETTER EXHIBIT 4

Julie Bernal

From: Hector Franco [francoh@palmbayflorida.org]
Sent: Thursday, March 06, 2008 9:35 AM
To: Scott Glaubitz
Cc: Patrick Murphy; David Watkins; Katie Fought; Fernando Camba; Mike Couture; Bill Nichols; Kwabena Ofosu; Jim Williams; Martha Steuart; Martha Steuart; Ralph Jenkins
Subject: RE: Rolling Meadows 1st review comment.

Attachments: Rolling Meadow Lakes Construction Plans 1st Review.docx

Rolling Meadow Lakes Construct...

Scott,

Attached please find the review comment for the above project

For your review and response accordingly.

If you have questions on the review comments please contact the appropriate

Staff member or me so we may provide any clarification needed.

You must provide a written response to each comment provided along

With the required number of plan sets with the re submittals.

Thank you,

Hector I Franco

CONFIDENTIALITY NOTICE:

The information contained in this email is strictly confidential and prepared solely for the use of the intended recipient(s). The copyright of this communication belongs to the City of Palm Bay. If you are not the intended recipient, please do not read, use, disseminate, distribute or copy this message or attachments.If you have received this message in error, please notify the sender immediately and delete this message. Views expressed in this message are those of the individual sender, and are not necessarily the views of the City of Palm Bay City Council.

DISCLAIMER:

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Rolling Meadow Lakes
Construction Plans and Plat Review
February 5, 2008
Review Comments #1

Land Development (Engineering) - Hector I Franco

1. Provide copy of St Johns River Water Management District Permit. Include permit conditions.
2. Provide pre vs. post stormwater calculations for 10yr-24 hr and 25yr-24hr storm event certified by registered engineer.
3. Provide copy of geotechnical report (soils analysis report) certified by registered engineer.
4. Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.
5. Provide copy of environmental study for this project.
6. An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.
7. Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.
8. An inspection fee equal to ½% of construction cost for all subdivision improvements (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.
9. Note that no building permits, certificate of occupancies, or certificate of completion shall be issued until all fees are paid and subdivision infrastructure have been completed and approved.
10. Note that no construction of any kind shall be permitted prior to final plat approval by the City Council per Land Development Section 184.10 construction approval.
11. A pre-construction meeting is required prior to start of any site work.
12. Sheet 2: Provide a land use table with number of lots per block, total number of lots proposed, number of single family and multi-family units, impervious and pervious areas.
13. Plat Sheet 1, table: provide each tract area and total site area.
14. Plat all Sheets: Label roadway names and all drainage pipe easements proposed.
15. Plat Sheet 3 and 4: Verify Willowbrook St vs. St John's Heritage Parkway on sheet 173 and 174. Is this part of tract ZZ? Please clarify on the plat.
16. Plat Sheet 4: Missing lot number or tract designation between lots 410 & 124 and lots 1 & 123.
17. Plat Sheet 5: Missing lot number designation between lots 94 and 95 close to tract C.
18. Plat Sheet 6: Missing lot number or tract designation between lots 27- 28- 29, lots 62-63, lots 66-67 and lot 71-72.
19. Plat Sheet 7: Missing lot number or tract designation between lots 26-27 and lots 49-50.
20. Sheet 24: Provide copy of permit to discharge Rolling Meadow Lakes outfall to Sotile Canal.
21. Sheet 24: Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36roadway crossing.
22. Sheet 24 master paving and grading plan: show all proposed storm pipes and drains. Provide drawing legend.
23. Sheet 25 to39: Show existing and proposed elevations for top of bank, edge of water and normal water level on Sotile Canal and the east canal and Tillman Canal 36 on the north.
24. Sheet 26 Sta. 39 & 40, Sta. 26 & 27, Sta. 12 & 13, and Sta. 17 & 18: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
25. Sheet 30 Sta. 41 & 42, Sta. 39 & 40, Sta. 52 & 53: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
26. Sheet 31 Sta. 119 & 120, Sta. 10 & 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.

27. Sheet 33 Sta. 22 & 23 and Sta. 53 & 54: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
28. Sheet 38 Sta. 184: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
29. Sheet 39 Sta. 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
30. Sheet 40 is a blank page. Provide missing drainage structure table data.
31. Provide a striping and signage plan for all road works proposed showing traffic signs and pavement markings i.e., speed limit signs, crosswalk striping, dead end or no outlet signs etc.
32. Sheet 172 is a blank page. Provide missing Willowbrook or Parkway roadway improvements
33. Sheet 198 demolition plan: Provide legend and notes, show type of work being proposed.
34. Provide copy of site traffic study.
35. Provide owner release to act as agent for BSE.
36. Plan cover sheet: Provide client contact name and fax number. Have client provide subdivision construction plan review application.
37. Sheet 3 existing condition plan: subdivision to the east of the project shown is not existing. Revise accordingly. Show existing roadway and canal right-of-way width to the South, North and East. Label right-of-way existing.
38. Plat sheet cover note #6: revise note to state project roadways are to be maintained by Rolling Meadow Lakes Homeowners Association, similar comment for tract area summary item ZZ and G. Note public maintenance of roadway shall be per Land Development Code Chap. 182.0 and must take place after construction. Revise dedication accordingly.
39. Sheet 2 plat: there are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the plat and provide appropriate approval to vacate from that jurisdiction.
40. Sheet 3 and all applicable plat sheets: label easement between lots such as between lots 145 and 146, also for the 15' easements shown. All sheets label the intended use. Are all easements shown drainage easement unless noted otherwise?
41. Provide drainage and access easement along the rear of all lots for purpose of maintenance of pond banks. How far are pond top of banks from property lines? Dimension on Geometric plan sheets.
42. Plat: the certificate of approval by Planning and Zoning Commission may not be valid. See Planning comments.
43. Sheet 4 and all applicable sheets: various tracts not labeled such as between lots 261 and 260, lot 369 and 368, tract ZZ and tract A, lot 361 and lot 360 to 357. Label and provide use on plat and note dedication.
44. Sheet 2, 3, 4 and 5 of the plat: sheet1 call for the south area to be excluded from the plat while sheets 3, 4 and 5 calls for 200' right-of-way Willowbrook Street but the south portion is off the plat. How is the south portion of the right-of-way being dedicated? Where is the existing Willowbrook Street currently being used?
45. Sheet 5 of plat, Willowbrook 200' right-of-way: re-label as Parkway on all applicable sheets. How does the site access connect to an existing roadway?
46. Sheet 6, 7 and 8 of plat: it is believed multi-family units are proposed. Provide unit number for each unit within a lot. How will these units be described legally? Separate site plan required for multi-family units.
47. Sheet 15 lot 157 does not comply with subdivision Land Development Code 184.17(3) and (6). Please correct.
48. Per Land Development Code Section 184.17 (3), the minimum and maximum lengths of blocks are 400' and 1320'. Verify plat complies with this requirement.
49. Plat sheet 17 and all other applicable location: label tract and use accordingly. What tracts are proposed between lot 12, lot 120 and lot 111 and 112?
50. Sheet 24 vs. sheet 3 Plat: show drainage easement across 200' LF right-of-way for site outfall to Sotile proposed.
51. Sheet 24: indicate the location of silt fence proposed with relation to Sotile Canal bank and existing and proposed roadway Willowbrook Street or Parkway.
52. Sheet 24: Deer Run outfall detail (B), where is this located?

53. Sheet 24: provide Sotile Canal model and impacts for 25yr-24hr and 100yr-24hr storm for proposed plug to canal for our file. How does this canal modification impact Waterstone Development? Indicate approximate canal slope and normal water level.
54. Sheet 24: provide floating turbidity curtain at outfall pipe 60" twin pipe. Invert 13.0 or 15.0? Make consistent with detail A, section A and B. Specify thickness of riprap. Provide material and compaction specification of fill in canal and embedment depth of concrete cap. Is there any reinforcement in the concrete cap?
55. Sheet 24 North end: Provide design and construction requirement for crossing canal C-36 and connection to public street. List name of connected street and provide survey information at connection for existing condition.
56. Sheet 25: Show 200'ft parkway right-of-way per sheet 3, 4, and 5 of the plat. Indicate location of canal top of bank to right-of-way line. Exist and proposed condition need to be provided.
57. Sheet 26: Future commercial lots shows sidewalk on site property provide appropriate sidewalk easement and continue sidewalk along all lots. Connect site sidewalk with parkway sidewalk proposed. Revise plat easements accordingly.
58. Sheet 26 and all applicable sheets: The mes proposed have RIM elevations 18.70 Correct length of pipe to correct pond contour and invent out elevation. Pipe elevation 11.5 should be lower in the pond bank than pipe elevation 16.0 and length of pipe should be different. Note #7 and 11 on the sheets correct.
59. Sheet 26 and all applicable sheets: Provide pipe slopes proposed and location and elevation of roadway high points per Public Works Manual (Close Drainage). Curb inlet should be located no further than 400'ft from road high points.
60. Sheet 26: Provide design information for offsite work of St. John Heritage Parkway. Is construction offsite taking place before the subdivision?
61. Sheet 28: Please label pond by names on all applicable sheets. For the two ponds on the sheet. How is the normal water level maintained at elevation 20.0, when DS-486 RIM is 22.67? Correct wet detention system information accordingly. Bottom right of all pages.
62. Sheet 28: STA 80+70 label pipe size proposed under St. John's Heritage Parkway and MF1 south. Is there easement required over the parkway?
63. Sheet 28: MF1 south STA 32 to 36 and all applicable sheets indicate roadway design speed and posted speed. What design speed does this curve meet?
64. Sheet 28: South connection with existing roadway; Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections.
65. Sheet 28: East Side and all applicable sheets where there is an existing canal that must be filled in. Provide existing elevations at property line and add note on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? Mitigate any offsite impacts.
66. Sheet 27 & 29: Roadway RML (2) Station 68 + 20 approximately and all applicable locations inlet invert out DS-406 and DS-407 is 15.50, while outfall to at pond DS-405 and 408 elevation is 16.00. Recheck slope and clarify. If this is an equalizing pipe why not set all inverts at equal elevation?
67. Sheet 29 For RML (5) Why stagger inlets at low point? See STA 52+00 and 58+50 with the low point at one location and the cross slope of the road 2%. How is the inlet curbing adjusted to be at the lowest point and prevented from holding or ponding run off? Recommend relocation to be perpendicular at all possible locations. Add general note for situations were it's not possible.
68. Phasing plan: Revise cul-de-sacs to be per City Land Development Code Subdivision 184.18 (11) requiring 80' ft diameter drive surface. Revise phase line accordingly.
69. Paving and Grading plan sheets show sidewalk along the frontage of lots tract and open space. Sidewalk in the open space will be constructed with the project construction. Sidewalk in residential areas will be built with house construction. Add general note on plans.
70. Sheet 37 RML (3) Station 90+80 Lt Drainage pipe easement missing for lot (1) correct. Check plat and make consistent.
71. City requires 6 hard copies of the plans with each submittal signed sealed by the Engineer of records.
72. Sheet 45: Service laterals missing for each lot.
73. Sheet 44, 45, and 46: Continue force main and show offsite work required for system connection. Provide right-of-way or easement accordingly.
74. Sheet 49 and 56: Continue force main and show offsite work required for system connection. Provide right-of-way or easements accordingly.

75. Sheet 59, 60, 61, 62, 63, 65 and 73: Show 24" water line system connection; include all offsite work and easements or right-of-way for this utility.
76. Sheet 74 Station 16+79 move PVI information away from sewer inlet information on all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI inlet SMH151 23.97 or 23.64? (Correct and make consistent). Should match pavement grade.
77. Paving and grading or plan and profile sheets: Provide edge of pavement RADII information at all intersections and cul-de-sac.
78. Sheet 75 SMH 216 and all applicable manholes, correct RIM elevation to match pavement elevations. Revise information accordingly.
79. Plan and Profile sheets label width of proposed right-of-way. Per Public Works Manual (3.1.5) on collector intersecting street shall have pavement RADII of 40'ft. Sheet 77 revise and clarify signage and stripping at Collector Street. Install crosswalk and keep right median sign. Indicate design speed on construction plans.
80. Sheet 78 SM4-43 and 45: Not flush with center road final grade. Revise on all applicable sheets.
81. Sheet 78: Drainage inlet at 67+39 is further than 400' ft from high point. Per Public Works Manual section 4.6.1 (4) a distance less than 400' ft cannot be use without providing water spread criteria calculations, which supports distance proposed. Revise or provide calculations on all applicable locations.
82. Sheet 42: Match line number is incorrect should be 48 not 49 correct on all applicable sheets.
83. Sheet 82: SMH-25 and SMH-67 have incorrect RIM elevation does not match roadway grades. Provide sewer manhole RIM elevation on plan and profile.
84. Sheet 82: Sta 119+31 to 199+72 and all other applicable locations. Revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify sight distance requirements per FDOT Guidelines. Are blind driveway signs required?
85. Sheet 82: Drainage inlets are not at roadway low points DS-61 & 62 and 58 & 59. Correct location for vertical curves proposed. Correct PVI elevation to be consistent plan vs profile.
86. Boundary survey 1 and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans.
87. Sheet 83: Sta 128+00 specify clearance between gravity sewer and 18" RCP. Are concrete support needed above sewer line or change in material at crossing?
88. Sheet 85: Sta 154+47 SMH-58 not flush with roadway correct.
89. Sheet 86: Sta 173+57 specify clearance at crossing. Is a cradle required or different material on PVC gravity line?
90. Sheet 87: SMH-93 307 and 306 are not at grade with roadway. Check RIM proposed. Drainage inlets are not at the low points in the roadway per vertical curve date. Bridge is approximately 5 higher than roadway normal grade. What's the design speed? Verify sight and stop distance requirements. Are blind driveway warning signs required?
91. Sheet 89: Sta 212+18 intersecting street should have 2% cross slope. Revise accordingly on plan & profiles on all applicable sheets. Sta 214+08 is the low point. How is DS-135 to work 50'ft away? What is the center line roadway grade at this location? Quantify and correct accordingly.
92. Sheet 92: Various manhole RIM elevation not consistent with centerline road grade. DS-151, 150 drainage inlet road low point at 249+13 or 248+50? Correct accordingly. Same for DS- 154 and DS-153 and all other applicable locations.
93. Sheet 93: Continue profile to sewer inlet or drainage inlet. Provide grading requirement for cul-de-sac on all applicable sheets.
94. Sheet 94 and all applicable sheets profile road finished grade next to each station is incorrect. Please revise.
95. Sheet95: Correct road finished grade elevations on profile and SMH RIM elevation accordingly. All applicable sheets.
96. Sheet 97: Storm inlet at sta 57+18 is not at the roadway low point. Sta 57+58 appears closer, verify and correct accordingly. Plan view sidewalk is on site. Special easement required on plat.
97. Sheet 98: Sta 73+58 show 36" RCP in profile view, resolve any conflicts. How is low point at Sta 73+34 drained? No inlets. Please revise accordingly.
98. Sheet 99: Provide grading detail for curb line in cul-de-sac.
99. Sheet 99: Water main UNDE 18" RCP with less that 24" separation. Verify if any additional change is required.
100. Sheet 101: Drainage inlets at approximately 43+44 should be close to low point at 44+0. Verify and adjust accordingly.
101. Sheet 201 & 200: With road slope at 0%, how does structure drain? What are the ½" plate's specifications? Will this structure have flexible pavement on top?

102. Sheet 103: Recheck separation of 18"RCP with sewer gravity line. Provide concrete cradle accordingly.
103. Sheet 165: Parkway pavement section; show 1ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI.
104. Sheet 165: Parkway notes 2, 3, 4, 8 and 10 recheck as they are not consistent with the area or information provided. Remove second part of note #10 from plans the second lift will be required prior to certificate of completion or a separate developer agreement with the City provided with all applicable stipulations.
105. Sheet 165: 50'ft right-of-way, recheck dimensions as they are incorrect same comment for Lowry 130' right-of-way. For Lowry pavement section change asphalt to 2", base 10" per Public Works Manual.
106. Sheet 105: Sta 90+62 drainage pipe missing from profile view. Show 24" and verify location with water line.
107. Sheet 106: Sta 111+07 is a low point. Why is the drainage inlet approximately 60'ft away? Correct on all applicable sheets.
108. Sheet 107 & 92: Road intersection does not appear to match Sta 119+40 = 253+70 road grade 26.45 or 27.20? Correct and make consistent. Both roads are in or near vertical curves but intersecting street should show 2% cross slope of lane to prevent hump in the non-stop condition.
109. Sheet 108 & 102: Road intersection grade does not match Sta 59+38= Sta 18+83 grade 24 or 24.40? See previous comment and correct on all applicable sheets.
110. Sheet 108 & 109 Sta 22+50 to 23+50 vertical curve information missing. Please provide.
111. Sheet 112: There are 600 ft of flat centerline. Sta 12+50 to 18+50 approximately per Public Works Manual 4.61 (2) min slope shall be 0.2%. How does this section of roadway drain? Provide elevations around round about as there is no typical section.
112. Sheet 118: minimum slope required 0.2% but 0.13 proposed. Revise on all applicable sheets.
113. Sheet 119: Drainage inlet Sta 16+90 is 70' away from low point Sta 16+20 why?
114. Sheet 120: Provide typical section for sidewalk adjacent to the roadway before the bridge. Sta 26.008 to 26+50 and Sta 27+0 to 27+42 is the sidewalk flush with the road or raised?
115. Sheet 120 and all applicable sheets: Show all sidewalks proposed on the construction plans. Intersection 33+00 must show developer building sidewalk to all property lines.
116. Sheet 121 and all applicable sheets: Lowry curbing (F) curbing or miami? Clarify and make consistent. See sheet 165 cross section.
117. Sheet 124 and all applicable sheets: Check inlet location versus roadway low point.
118. Sheet 124 and all applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.
119. Sheet 165: Label slope sidewalk on all cross sections.
120. Sheet 138: Show drainage structure on Sta 18+46 in the profile view.
121. Sheet 149 and all applicable sheets: Provide pavement grading around cul-de-sac.
122. Sheet 155, 156 and 157 0.0% road grade: Explain drainage. 0.2% minimum allowed slope per Public Works Manual.
123. Sheet 159: Provide concrete cradle on 91"x58" HERCP above sewer line. Specify clearance between pipes. Should 8" PVC line be ductile?
124. Sheet 161: Show missing drainage pipe in profile view Sta 38+12; same comment sheet 162 Sta 54+79.
125. Sheet 162: Revise slope 0.03% min required per Public Works Manual is 0.2%.
126. Detail sheets: Please provide stop sign detail with street sign plates.
127. Sheet 169 to 171: Please add pavement grading detail.
128. Sheet 174: Is a keep right sign required? Paint median curbing yellow connects on site sidewalk with offsite. Provide drainage system design information for Parkway. Median line should be yellow not white. Show stop sign location at entrance. Provide truncate domes at intersection for sidewalk crossing.
129. Sheet 174: Revise median edge stripping. Is stop sign and stop bar applicable for median? Why is it not used on sheet 132? Correct and make consistent. Connect offsite sidewalk with on site sidewalk.
130. Sheet 184 Lot 136,137,138,168,169, and 170: Lot grading not provided, please provided. Verify lots comply with lot grading ordinance 174.073. Provide sidewalk on each lot per ordinance 184.21 show sidewalk and grading or typical section.
131. Sheet 184: Lot grading missing lot 362, 363, and 364.

132. Sheet 186: Revise lot drainage around perimeter to be type (A) or provide offsite perimeter drainage system. Discharge must not drain into private property without proper easements or right-of-way. Provide existing elevations offsite.
133. Sheet 188: Several lots don't have lot grading information at end of cul-de-sac. Provide on all applicable sheets. Block H recheck grading adjacent to lots 75 & 77.
134. Sheet 198: Note demolition permit required for miming office removal from Building Department.
135. Sheet 199: Development of recreational area requires submission and approval of site plan. Storage parking other than concrete on asphalt requires City Engineer approval.
136. Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer)

Land Development (Planning) – Patrick Murphy

1) The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.
2) A tree survey is required showing all exceptional specimen trees.
3) Indicate which phase(s) the developer intends to build the Parkway.
4) Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.
5) An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.
6) Provide the number of lots in each phase.
7) May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.
8) Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.
9) This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.
10) FLUE Policy FLU-8.30 requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.

Land Development – Martha Steuart

1. All roadway names must be approved in writing by Brevard County E-911 and a copy of the approval letter submitted to Martha Steuart, addressing authority for Palm Bay.
2. Thirty-one roadway names will be required.
3. The designation of the roadways as "Street", "Drive", "Court", "Boulevard", etc. will be determined by the City of Palm Bay.
4. There are two roadways shown which apparently connect elsewhere. More information is needed to determine their designation.

Land Development (Floodplain Management) – Jim Williams

1. The entire site should be removed from the special flood hazard area AE, +- 1,250 acres are in the SFHA.
2. A FEMA MT-1, CLOMR-F application for the multiple lots needs to be submitted to this office. The FEMA fee is $800.00.
3. A copy of the deed proposed subdivision map with the total number of lots/structures, stormwater calculations showing the 100 year storm event and the proposed finished grades on the elevation form need to be completed.
4. The community acknowledgment form will be completed by this office and the complete package sent to FEMA. A blank application and instructions are attached.

Land Development (Traffic) – Kwabena Ofosu

A traffic study is required for this project. Have your engineer contact City staff for methodology and other study requirements.

Public Works (Right-of-way use) – Bill Nichols

No comments.

Public Works – Fernando Camba

1. The proposed Lowry roadway appears to be connecting to the existing right-of-way of Lowry Boulevard, the connection to the existing right-of-way needs to be shown on plans.
2. Permit application and fee ($177.00 as of October 1, 2007) for the connection to the existing right-of-way of Lowry Boulevard needs to be provided to the Driveway Permit Section, fee increases every October.

Public Works – Mark Briggs

1. Include the following paragraph on sheet 2 of 218 under **GENERAL.**

"The contractor will notify the Public Works Department/Right-of-way Services to attend the scheduled preconstruction meeting prior to construction start. The contractor will notify Right-of-way Services 48 hours prior to any construction activity. The contractor will provide Right-of-way Services with a copy of all test results from proposed improvements, all concrete tests and all density and compaction results from the project. The contractor will provide Right-of-way Services with current contact information to include name and phone numbers of all contractors and sub-contractors on site. A sequence of work schedule is also requested. All coordination for Right-of-way Services can be accomplished using the following contact information, Public Works Department/Right-of-way Services (321)953-8985, fax (321)768-6401, e-mail @ rightofwayuse@palmbayflorida.org or mail to Public Works Department/Right-of-way Services, 1050 Malabar Road, Palm Bay FL 32907.

2. Pages 40, 57 and 172 are blank. The first 2 are supposed to be structure tables and the third is supposed to be Willowbrook Roadway Improvements. These pages need to be included.
3. Sheets 173-175, need to show all ADA Ramps where required.
4. Please provide a full set of printed plans to the Right-of-way Services for the next review.

Fire Dept – Mike Couture

1. Fire hydrants shall be located not further than fifteen (15) feet nor less than three (3) feet from an improved surface. City Ord. Sec. 177.03(d)
   Note: Revise comments on potable sheets to reflect the above. The improved measurement starts at the outside of the curb.
2. Fire hydrants in residential subdivision/developments shall be installed at each intersection, with intermediate hydrants spaced at intervals not to exceed one thousand (1,000) feet apart.
   City Ord. Sec. 177.04.
   The following sheets have fire hydrants exceeding 1,000 feet spacing: Sheet 59 Blk B between lot 36-62; Sheet 60 Blk B between lots 349-374; Sheets 61 Blk B between lots 1-31 & 88-120; Sheet 62 Blk E between lots 43-64; Sheet 65 Blk B between lots 191-203 & 67-190.

Utilities – Katie Fought

General:

1. All utility construction shall be in accordance with the latest revision of the Palm Bay Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings.
2. Submit an Engineers Project Fixture Flow Calculations so we may calculate the required Utility connection fees.
3. Submit an "estimate of the water and or sanitary sewer construction cost", which will be used to calculate the Utility Inspection Fee.
4. #179 – Use revised January 2008 City of Palm Bay details for water and sewer.

Offsite Utilities:

5. Water: Connect to the existing 24" water line located on Cogan and design your line to continue down Cogan to San Filippo to Lowert to project property. Also tie into existing water line at Waterstone Subdivision. Design pipe sizes to your projects flow requirements.
6. Sewer: Connect to existing 8" sanitary sewer line at Waterstone Subdivision.

Sewer:

7. General Sewer: Lift Stations will be reviewed in detail once projects offsite utilities have been added to plans.

8. #42 – Lot 386 move sewer service out of manhole.
9. #42 – Lot 152 water service for lots 153/152 should be a double, eliminate service at the rear of the lot.
10. #43 – Remove sewer service from manhole lot 356/355, no direct connection to manhole.
11. #43 – No sewer service shown for lot 368.
12. #43 – Combine the sewer service for lots 290/291.
13. #44 – No sewer service shown for lot 76/77.
14. #44 – Combine single service to a double service for lot 72/73.
15. #44 – Remove all direct sewer services to the manholes, reference lot 78 – 83 in manhole 278, lot 87/88, lot 42/43, lot 130/131, lot 116/117, lot 144/145, lot 104/105.
16. #44 – No service to lot 65.
17. #45 – Plans do not show any services or force main location.
18. #46 – No services shown for Block F.
19. #46 – Remove all direct service into manhole, reference lots 154, 152, 159, 150, 149, 148, 282, 281.
20. #47 – No services shown on Block F.
21. #47 – Remove all direct connections of sewer services to manhole reference lots 32, 34, 38, 40, 205.
22. #48 – Remove all direct connections of sewer services to manhole, reference manholes 5, 25, 64, 67, 81.
23. #49 – Remove all direct connections of sewer services to manhole, reference manholes 12 and 85.
24. #50 – Combine services to a double on lot 294/296 Block I.
25. #50 – Remove all direct connections of sewer services to manhole, reference manholes 182, 186, 185, 128, 208, 189, 201, 207, 209.
26. #51 – Remove all direct connections of sewer services to manhole, reference manholes 130, 172, 120, 179, 181, 155, 185, 140, 182, 160, 128.
27. #52 – No service to lot 97.
28. #52 – Remove all direct connections of sewer services to manhole, reference manholes 113, 158, 114, 156, 155, 172, 180, 181, 130.
29. #53 – Remove all direct connections of sewer services to manhole, reference manholes 103, 104, 111, 102, 101, 142, 177, 178, 176, 147, 146, 166, 168.
30. #54 – Remove all direct connections of sewer services to manhole, reference manholes 98, 171, 110, 187, 193, 195, 166, 146, 147, 183, 184.
31. #55 – Remove all direct connections of sewer services to manhole, reference manholes 91, 93, 74, 306.
32. #56 – Remove all direct connections of sewer services to manhole, reference manholes 308, 79, 77, 76, 83, 84.

Water:

33. General Water – Make all single water service a double service whenever possible.
34. General Water – All lift station water services will be a 2" service.
35. General Water – On General Note 5, remove the reference "all other service line shall be ¾ inch".
36. General Water – Show all blow offs at the end of the main.
37. General Water – Show on plans the description of the use of DIP whenever there is a storm pipe conflict or crossing.
38. General Water – On cul-de-sacs, continue main to the lot served. No services will be under the cul-de-sacs.
39. General Water – Move valves out of intersections and distances between inline valves will be per FDEP standards.
40. General Water – All double services shall be 1" poly to a U branch assembly.
41. #61 – Insert a valve at lot 95, Block F, insert valve between lot 92/93, Block D.
42. #62 – No services are shown in Block F.
43. #63 – No services shown for lot 1, Block D and lot 66, Block D.
44. #73 – No service to lot 22, Block A.
45. #60 – Lot 88 needs single 1" service water
46. #60 – Lot 360 Block B needs single 1" service water.
47. #61 – Lot 126 Block F needs single 1" service water.
48. #61 – Lot 86 Block F needs single 1" service water.
49. #64 – Lot 89 Block H needs single 1" service water.

50. #64 – Lot 88 Block H needs single 1" service water.

COVER LETTER EXHIBIT 5

Julie Bernal

From: Ana Saunders
Sent: Tuesday, September 29, 2009 1:26 PM
To: 'David Watkins'; Hector Franco
Cc: Scott Glaubitz; Julie Bernal
Subject: RE: Rolling Meadows PUD/Subdivision

Thanks Dave.

Last time I believe that we submitted one (1) hard copy of the plans (they were not signed/sealed) and 2 or 3 CD copies with the construction plans as PDFs loaded on them.

Ana Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

-----Original Message-----
From: David Watkins [mailto:watkid@palmbayflorida.org]
Sent: Tuesday, September 29, 2009 1:24 PM
To: Hector Franco
Cc: Ana Saunders
Subject: Rolling Meadows PUD/Subdivision

Hector:

Couple of issues:

1. The plans BSE will be submitting are approximately 250 sheets per plan set. What is the minimum number of printed plans you need and can they provide any as disk or FTP site access?

2. They would like a pre-review meeting to briefly go over the changes made to help facilitate review. Ana will be contacting you when ready.

David

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COVER LETTER EXHIBIT 6

MASTER SANITARY SEWER SYSTEM STUDY
ROLLING MEADOW LAKES

SUBMITTED TO:
City of Palm Bay Utilities
Distribution and Collection Division
1750 Main Street
Palm Bay, FL 32907

PREPARED FOR:
Rolling Meadow Ranch, Inc.
1400 Willowbrook Street
Palm Bay, FL 32909

PREPARED BY:
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite 4
Melbourne, Fl 32901

November 2009
B.S.E. File #87020.02

Rolling Meadow Lakes
BSE # 87020.02
November 17, 2009 – 2:00 p.m. City Meeting

Discussion Points

- Plan Set Size – Total of ± 350 sheets:
  - ☐ 185 Sheets – Construction (each sheet includes an index).
  - ☐ 11 Sheets – Off-Site Flow Way.
  - ☐ 2 Sheets – Boundary Survey.
  - ☐ 12 Sheets – Aerial Topography.
  - ☐ 114 Sheets – 5 Phase Plat.
  - ☐ 25 Sheets – Parkway Set.

- Master Paving & Grading Sheet:
  - ☐ St. Johns permit issued.
  - ☐ Bottom of base to water table of 1' local, 2' arterial; spread on roads followed.
  - ☐ Most storm sewer collects and drains directly to lakes; very little parallel storm sewer.
  - ☐ Stormwater discharge is directed to the west; overflow to the east in Sotile Canal in extreme events.
  - ☐ Lakes – ± 622 acres or about 43% of the site; project is a stormwater importer.
  - ☐ Portions of the system are constructed as the site was formerly a coquina mine and the slopes had to be reclaimed.
  - ☐ St. Johns – allowed for staged lake levels for irrigation.
  - ☐ Low points vary but +23; 100 year storm is 21.6'. Lowery is generally higher with low point of 23.6' meeting the 2' separation.
  - ☐ Drainage structures are nearly across from one another; therefore, low points have little skew.
  - ☐ There are longer lots along the west side of the lake due to the mine reclamation process (up to ± 300).

- Utilities:
  - ☐ Sewer:
    - ◊ 6 on-site lift stations; no re-pumping.
    - ◊ On the large lots – service connections are deeper to allow for a longer house connection (± 250 feet worst case).
    - ◊ Gravity 0.36%; 0.44% on last / end runs.
    - ◊ Point of connection at Sartori Road.

- ❑ Water:
  - ◊ 24" water main along Lowery.
  - ◊ 10" interior loop, the 8" and 6" mains; 12" loop at MF area.
  - ◊ System has been modeled.
  - ◊ Hydrant spacing ± _____' ; valve spacing ± _____'.
- ❑ Assumptions:
  - ◊ City's published Utility Plan.

- Street Names – Working on.

- Lowery Canal Crossing
  - ❑ Verbal with Melbourne-Tillman – waiting on City comments.

- Lot Grading:
  - ❑ Typically split.
  - ❑ Special grading for driveways near lake crossings.

- Signage & Striping Plan.

- Geometry Plan.

- Phasing / Temporary Signage Plan.

- Dewatering Plan (St. Johns).

- Fees:
  - ❑ Stormwater.
  - ❑ Engineer's Opinion of Cost – later near end of review.

COVER LETTER EXHIBIT 8

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glanbitz, P.E., P.L.S.
President

Hasan Kamal, P.E.
Vice President

November 20, 2009

Hand Delivered
Mr. Hector Franco
City of Palm Bay
Growth Management Department
5240 Babcock Street, N.E.
Suite #300
Palm Bay, FL 32907

Re: Rolling Meadow Lakes
B.S.E. File # 87020.02

Dear Hector:

We are in response of comments dated February 5, 2008. Enclosed for your review is the following:

- One (1) copy of St. Johns ERP # 4-009-15821-7
- Two (2) copies of the Stormwater Management Report
- One (1) copy of Crested Caracara Survey (dated May 29, 2008)
- One (1) copy of Cultural Resource Assessment Survey (dated October 2006)
- One (1) copy of the Traffic Impact Study
- One (1) copy of Authorization to Act as Agent form
- One (1) copy of the Subdivision Plan Review Application
- One (1) copy of 10/4/05 e-mail containing analysis that 1,000' radius for Parkway meets FDOT standards
- Two (2) copies of Master Sanitary Sewer System Study
- Three (3) Sets of revised Construction Plans
- Seven (7) discs containing revised Construction Plans > see full size office set of plans

Our responses are as follows:

LAND DEVELOPMENT (ENGINEERING) - HECTOR I FRANCO

1. **Provide copy of St Johns River Water Management District Permit. Include permit conditions.**

   Enclosed please find a copy of St. Johns ERP # 4-009-15821-7.

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 ~ Fax (321) 723-1159
Toll Free ~ 1-800-523-4BSE (4273)
info@bseconsult.com

2. **Provide pre vs. post stormwater calculations for 10 yr-24 hr and 25 yr-24 hr storm event certified by registered engineer.**

   Enclosed please find a copy of the Stormwater Management Report which includes the requested storm events.

3. **Provide copy of geotechnical report (soils analysis report) certified by registered engineer.**

   Geotechnical information relates to previous mining activity. Reports / borings were taken over a period of many years. A recent "typical subdivision" geotechnical report was not generated. Additionally, the water management district and the applicant agreed on water table elevations based upon on-site indicators, Sotile Canal historic levels and Melbourne-Tillman Canal levels.

4. **Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.**

   Per the re-submittal meeting held on November 17, 2009, once the amount of the stormwater review fee is determined by the City, the fee will be submitted.

5. **Provide copy of environmental study for this project.**

   A Cara Cara Survey and Cultural Resource Assessment were furnished to St. Johns resulting in the permit. These studies are enclosed.

6. **An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.**

   Acknowledged. Please also refer to our standard SWPPP plan sheet.

7. **Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.**

   This County permit is only issued for 60 days; therefore we will require the City process to be nearly complete before we submit to the County.

8. **An inspection fee equal to ½% of construction cost for all subdivision improvements (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.**

   A copy of the Engineer's cost estimate for this project will be submitted under separate cover.

9. **Note that no building permits, certificate of occupancies, or certificate of completion shall be issued until all fees are paid and subdivision infrastructure have been completed and approved.**

   Acknowledged.

10. **Note that no construction of any kind shall be permitted prior to final plat approval by the City Council per Land Development Section 184.10 construction approval.**

    Acknowledged; however, the existing excavation was mass graded as required by the excavation permit.

11. **A pre-construction meeting is required prior to start of any site work.**

    Acknowledged.

12. **Sheet 2: Provide a land use table with number of lots per block, total number of lots proposed, number of single family and multi-family units, impervious and pervious areas.**

    Refer to Sheet 3 of the Construction Plans.

13. **Plat Sheet 1, table: provide each tract area and total site area.**

    Added to the plat, as requested.

14. **Plat all Sheets: Label roadway names and all drainage pipe easements proposed.**

    Shown – however, street names are being cleared through 911 at the County; therefore place-holder names have been used.

15. **Plat Sheet 3 and 4: Verify Willowbrook St vs. St. John's Heritage Parkway on Sheet 173 and 174. Is this part of tract ZZ? Please clarify on the plat.**

    Depicted more clearly on the plat.

16. **Plat Sheet 4: Missing lot number or tract designation between lots 410 & 124 and lots 1 & 123.**

The plat sheets have been updated.

17. **Plat Sheet 5: Missing lot number designation between lots 94 and 95 close to tract C.**

The plat sheets have been updated.

18. **Plat Sheet 6: Missing lot number or tract designation between lots 27- 28-29, lots 62-63, lots 66-67 and lot 71-72.**

The plat sheets have been updated.

19. **Plat Sheet 7: Missing lot number or tract designation between lots 26-27 and lots 49-50.**

The plat sheets have been updated.

20. **Sheet 24: Provide copy of permit to discharge Rolling Meadow Lakes outfall to Sotile Canal.**

The site currently discharges to the Sotile Canal with ± 7 existing outfall structures – the St. Johns ERP has been enclosed.

21. **Sheet 24: Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36 roadway crossing.**

The structure size was informally reviewed and approved as was the cross section. We will submit for this permit when the City process is nearing completion.

22. **Sheet 24 master paving and grading plan: show all proposed storm pipes and drains. Provide drawing legend.**

Added graphically; however, due to the scale, you must refer to the ± 15 following sheets for clarity.

23. **Sheet 25 to39: Show existing and proposed elevations for top of bank, edge of water and normal water level on Sotile Canal and the east canal and Tillman Canal 36 on the north.**

Shown as requested; however, no changes to the Sotile Canal top of bank is proposed.

24. **Sheet 26 Sta. 39 & 40, Sta. 26 & 27, Sta. 12 & 13, and Sta. 17 & 18: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

25. **Sheet 30 Sta. 41 & 42, Sta. 39 & 40, Sta. 52 & 53: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

26. **Sheet 31 Sta. 119 & 120, Sta. 10 & 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

27. **Sheet 33 Sta. 22 & 23 and Sta. 53 & 54: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

28. **Sheet 38 Sta. 184: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

29. **Sheet 39 Sta. 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

30. **Sheet 40 is a blank page. Provide missing drainage structure table data.**

The information is shown on plan sheets.

31. **Provide a striping and signage plan for all road works proposed showing traffic signs and pavement markings i.e., speed limit signs, crosswalk striping, dead end or no outlet signs etc.**

A Signage and Pavement Marking Plan has been added to the plan set.

32. **Sheet 172 is a blank page. Provide missing Willowbrook or Parkway roadway improvements.**

Included as a separate plan set, but bound within the overall submittal package.

33. **Sheet 198 demolition plan: Provide legend and notes, show type of work being proposed.**

Shown as requested. The Demolition Plan includes fencing, barn, maintenance shed/office, scale house and so-on. Demolition work will occur in phases concurrent with development phasing.

34. **Provide copy of site traffic study.**

Copy enclosed.

35. **Provide owner release to act as agent for BSE.**

Enclosed is the owner's authorization for B.S.E. Consultants to act as the agent for this project.

36. **Plan cover sheet: Provide client contact name and fax number. Have client provide subdivision construction plan review application.**

The cover sheet has been revised as requested. Enclosed is the Subdivision Review Application.

37. **Sheet 3 existing condition plan: subdivision to the east of the project shown does not exist. Revise accordingly. Show existing roadway and canal right-of-way width to the South, North and East. Label right-of-way existing.**

Sheet 4 has been revised as requested.

38. **Plat sheet cover note #6: revise note to state project roadways are to be maintained by Rolling Meadow Lakes Homeowners Association, similar comment for tract area summary item ZZ and G. Note public maintenance of roadway shall be per Land Development Code Chap. 182.0 and must take place after construction. Revise dedication accordingly.**

Currently, we are discussing with the City Manager's office whether the streets will be dedicated to the City; therefore, dedication to and maintenance of subdivisions streets has not yet been decided.

39. **Sheet 2 plat: there are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the plat and provide appropriate approval to vacate from that jurisdiction.**

The vacation of the old underlying plat is in process.

40. **Sheet 3 and all applicable plat sheets: label easement between lots such as between lots 145 and 146, also for the 15' easements shown. All sheets label the intended use. Are all easements shown drainage easement unless noted otherwise?**

All easements are labeled.

41. **Provide drainage and access easement along the rear of all lots for purpose of maintenance of pond banks. How far are pond top of banks from property lines? Dimension on Geometric plan sheets.**

Provided. The normal water level of the lake is 20' ngvd, top of bank is 23.0' ngvd and the slope is 5:1 (i.e. 15').

42. **Plat: the certificate of approval by Planning and Zoning Commission may not be valid. See planning comments.**

Refer to Planning response.

43. **Sheet 4 and all applicable sheets: various tracts not labeled such as between lots 261 and 260, lot 369 and 368, tract ZZ and tract A, lot 361 and lot 360 to 357. Label and provide use on plat and note dedication.**

Labeled and noted as requested.

44. **Sheet 2, 3, 4 and 5 of the plat: sheet 1 calls for the south area to be excluded from the plat while sheets 3, 4 and 5 call for 200' right-of-way Willowbrook Street but the south portion is off the plat. How is the south portion of the right-of-way being dedicated? Where is the existing Willowbrook Street currently being used?**

Existing Willowbrook Street was originally dedicated by Mr. Machata and Mr. Sartori. When the Parkway is constructed, it will incorporate existing Willowbrook Right-of-Way.

45. **Sheet 5 of plat, Willowbrook 200' right-of-way: re-label as Parkway on all applicable sheets. How does the site access connect to an existing roadway?**

Refer to the above response. The subdivision will connect to existing Willowbrook Street until the Parkway is constructed.

46. **Sheet 6, 7 and 8 of plat: it is believed multi-family units are proposed. Provide unit number for each unit within a lot. How will these units be described legally? Separate site plan required for multi-family units.**

Unit numbers are provided in the plans, not the plat. The site received preliminary PUD approval.

47. **Sheet 15 lot 157 does not comply with subdivision Land Development Code 184.17(3) and (6). Please correct.**

The lot line has been closed.

48. **Per Land Development Code Section 184.17 (3), the minimum and maximum lengths of blocks are 400' and 1320'. Verify plat complies with this requirement.**

The plan, as presented, was approved by Staff, Planning & Zoning and Council.

49. **Plat Sheet 17 and all other applicable location: label tract and use accordingly. What tracts are proposed between lot 12, lot 120 and lot 111 and 112?**

Refer to the updated plans.

50. **Sheet 24 vs. sheet 3 Plat: show drainage easement across 200' LF right-of-way for site outfall to Sotile proposed.**

Added as requested.

51. **Sheet 24: indicate the location of silt fence proposed with relation to Sotile Canal bank and existing and proposed roadway Willowbrook Street or Parkway.**

Refer to our SWPPP. The silt fence is shown; however, we have added it to the Master Drainage Plan.

52. **Sheet 24: Deer Run outfall detail (B), where is this located?**

It is not shown. During the St. Johns review process, they requested a reference to indicate the Deer Run outfall with respect to the Sotile Canal plug. This is also shown on the plan view on the same sheet.

53. **Sheet 24: provide Sotile Canal model and impacts for 25 yr-24 hr and 100 yr-24 hr storm for proposed plug to canal for our file. How does this canal modification impact Waterstone Development? Indicate approximate canal slope and normal water level.**

Extensive discussion and resulting permitting has occurred with St. Johns. Rolling Meadow Lakes previously discharged to the west until St. Johns placed a plug in the west end of the canal. The new plug, west of the Deer Run outfall, has no impact on Deer Run, Waterstone or others as the existing plug is being moved east as shown on the plans to re-establish the historic Rolling Meadow Lakes outfall.

54. **Sheet 24: provide floating turbidity curtain at outfall pipe 60" twin pipe. Invert 13.0 or 15.0? Make consistent with detail A, section A and B. Specify thickness of riprap. Provide material and compaction specification of fill in canal and embedment depth of concrete cap. Is there any reinforcement in the concrete cap?**

There is no need for a floating turbidity barrier as the existing ± 360 acre lake functions as a sedimentation area prior to project discharge. Inverts and outfall pipes have been adjusted. The canal plug is to be placed to 95% density. The plan has received St. Johns approval.

55. **Sheet 24 North end: Provide design and construction requirement for crossing canal C-36 and connection to a public street. List name of connected street and provide survey information at connection for existing condition.**

Details in reference to the 9' x' 6' box culvert for the C-36/ Lowry Drive crossing have been added to the plans (see Sheet 160). Additional survey information has been added to the plans.

56. **Sheet 25: Show 200' parkway right-of-way per Sheet 3, 4, and 5 of the plat. Indicate location of canal top of bank to right-of-way line. Existing and proposed condition need to be provided.**

Shown as requested.

57. **Sheet 26: Future commercial lots shows sidewalk on site property provide appropriate sidewalk easement and continue sidewalk along all lots. Connect site sidewalk with parkway sidewalk proposed. Revise plat easements accordingly.**

Revised as requested; however, sidewalk is located in the right-of-way.

58. **Sheet 26 and all applicable sheets: The mes proposed have RIM elevations 18.70. Correct length of pipe to correct pond contour and invert out elevation. Pipe elevation 11.5 should be lower in the pond bank than pipe elevation 16.0 and length of pipe should be different. Note #7 and 11 on the sheets correct.**

All pipe culverts have been adjusted.

59. **Sheet 26 and all applicable sheets: Provide pipe slopes proposed and location and elevation of roadway high points per Public Works Manual (Close Drainage). Curb inlet should be located no further than 400' from road high points.**

We believe there was one instance where we exceeded the 400' criteria by ± 20 feet; however, this project is different as rear yards drain to lakes (little to no rear to front lot drainage). The 400' criteria is based upon a typical subdivision that incorporates rear to front lot drainage, where 400' is an average for runoff spread width on a road surface.

60. **Sheet 26: Provide design information for offsite work of St. John Heritage Parkway. Is construction offsite taking place before the subdivision?**

PUD requirement was to provide Parkway right-of-way. The City will be constructing the Parkway based on the design provided in these plans.

61. **Sheet 28: Please label pond by names on all applicable sheets. For the two ponds on the sheet, how is the normal water level maintained at elevation 20.0, when DS-486 RIM is 22.67? Correct wet detention system information accordingly. Bottom right of all pages.**

The storm sewer information has been revised and the wet detention system information table has been updated.

62. **Sheet 28: STA 80+70 label pipe size proposed under St. John's Heritage Parkway and MF1 south. Is there easement required over the parkway?**

Please refer to the revised plans.

63. **Sheet 28: MF1 south STA 32 to 36 and all applicable sheets indicate roadway design speed and posted speed. What design speed does this curve meet?**

The posted speed limit throughout the community will be 25 mph.

64. **Sheet 28: South connection with existing roadway; Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections.**

A merge is not proposed. A Signage and Pavement Marking Plan has been added.

65. **Sheet 28: East Side and all applicable sheets where there is an existing canal that must be filled in. Provide existing elevations at property line and add note on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? Mitigate any offsite impacts.**

The existing canal is not proposed to be filled in and is not required to be. The Lot Grading Plan sheets provide the lot elevations.

66. **Sheet 27 & 29: Roadway RML (2) Station 68 + 20 approximately and all applicable locations inlet invert out DS-406 and DS-407 is 15.50, while outfall to at pond DS-405 and 408 elevation is 16.00. Recheck slope and clarify. If this is an equalizing pipe why not set all inverts at equal elevation?**

Please refer to the revised Construction Plans.

67. **Sheet 29 For RML (5) Why stagger inlets at low point? See STA 52+00 and 58+50 with the low point at one location and the cross slope of the road 2%. How is the inlet curbing adjusted to be at the lowest point and prevented from holding or ponding run off? Recommend relocation to be perpendicular at all possible locations. Add general note for situations were it's not possible.**

The inlets are placed at the lot lines so that a structure does not end up in the middle of the driveway; this is standard practice.

68. **Phasing plan: Revise cul-de-sacs to be per City Land Development Code Subdivision 184.18 (11) requiring 80' ft diameter drive surface. Revise phase line accordingly.**

Please refer to the revised Construction Plans.

69. **Paving and Grading plan sheets show sidewalk along the frontage of lots tract and open space. Sidewalk in the open space will be constructed with the project construction. Sidewalk in residential areas will be built with house construction. Add general note on plans.**

Please refer to Note 11 on the Paving, Grading & Drainage Plans.

70. **Sheet 37 RML (3) Station 90+80 Lt Drainage pipe easement missing for lot (1) correct. Check plat and make consistent.**

Please refer to the revised Construction Plans.

71. **City requires 6 hard copies of the plans with each submittal signed sealed by the Engineer of records.**

As discussed with Mr. Dave Watkins and Mr. Patrick Murphy, the standard submittal requirements were revised due to the size of this project (i.e. plan set) and the City's limited storage space.

72. **Sheet 45: Service laterals missing for each lot.**

Please refer to the revised Construction Plans.

73. **Sheet 44, 45, and 46: Continue force main and show offsite work required for system connection. Provide right-of-way or easement accordingly.**

City input is required and to date, ultimate sizing has not been provided.

74. **Sheet 49 and 56: Continue force main and show offsite work required for system connection. Provide right-of-way or easements accordingly.**

City input is required and to date, ultimate sizing has not been provided.

75. **Sheet 59, 60, 61, 62, 63, 65 and 73: Show 24" water line system connection; include all offsite work and easements or right-of-way for this utility.**

City input is required and to date, ultimate sizing has not been provided.

76. **Sheet 74 Station 16+79 move PVI information away from sewer inlet information on all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI inlet SMH151 23.97 or 23.64? (Correct and make consistent). Should match pavement grade.**

Please refer to the revised Construction Plans.

77. **Paving and grading or plan and profile sheets: Provide edge of pavement RADII information at all intersections and cul-de-sac.**

Please refer to the Geometry Plan.

78. **Sheet 75 SMH 216 and all applicable manholes, correct RIM elevation to match pavement elevations. Revise information accordingly.**

Please refer to the revised Construction Plans.

79. **Plan and Profile sheets label width of proposed right-of-way. Per Public Works Manual (3.1.5) on collector intersecting street shall have pavement RADII of 40'ft. Sheet 77 revise and clarify signage and stripping at Collector Street. Install crosswalk and keep right median sign. Indicate design speed on Construction Plans.**

Please refer to the revised Construction Plans.

80. **Sheet 78 SM4-43 and 45: Not flush with center road final grade. Revise on applicable sheets.**

Please refer to the revised Construction Plans.

81. **Sheet 78: Drainage inlet at 67+39 is further than 400' ft from high point. Per Public Works Manual section 4.6.1 (4) a distance less than 400' cannot be used without providing water spread criteria calculations, which supports distance proposed. Revise or provide calculations on all applicable locations.**

Refer to response #59.

82. **Sheet 42: Match line number is incorrect should be 48 not 49 correct on all applicable sheets.**

Please refer to the revised Construction Plans.

83. **Sheet 82: SMH-25 and SMH-67 have incorrect RIM elevation does not match roadway grades. Provide sewer manhole RIM elevation on plan and profile.**

Please refer to the revised Construction Plans.

84. **Sheet 82: Sta 119+31 to 199+72 and all other applicable locations. Revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify sight distance requirements per FDOT Guidelines. Are blind driveway signs required?**

The 0.0% occurs on the bridge deck. Posted speed is 25 mph, design speed is 35 mph. Driveway warning signs will not be required.

85. **Sheet 82: Drainage inlets are not at roadway low points DS-61 & 62 and 58 & 59. Correct location for vertical curves proposed. Correct PVI elevation to be consistent plan vs. profile.**

Revised as requested.

86. **Boundary survey 1 and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans.**

Signed and sealed sheets are generally not presented for review. Signed and sealed sheets normally indicate final drawings.

87. **Sheet 83: Sta 128+00 specify clearance between gravity sewer and 18" RCP. Are concrete support needed above sewer line or change in material at crossing?**

The lines have been adjusted.

88. **Sheet 85: Sta 154+47 SMH-58 not flush with roadway correct.**

Revised as requested.

89. **Sheet 86: Sta 173+57 specify clearance at crossing. Is a cradle required or different material on PVC gravity line?**

Revised as requested.

90. **Sheet 87: SMH-93 307 and 306 are not at grade with roadway. Check RIM proposed. Drainage inlets are not at the low points in the roadway per vertical curve data. Bridge is approximately 5 higher than roadway normal grade. What's the design speed? Verify sight and stop distance requirements. Are blind driveway warning signs required?**

SMH and inlets adjusted. Posted speed is 25 mph, design speed is 35 mph. Driveway warning signs are not required.

91. **Sheet 89: Sta 212+18 intersecting street should have 2% cross slope. Revise accordingly on plan & profiles on all applicable sheets. Sta 214+08 is the low point. How is DS-135 to work 50'ft away? What is the center line roadway grade at this location? Quantify and correct accordingly.**

See revised Plan & Profile Sheets.

92. **Sheet 92: Various manhole RIM elevation not consistent with centerline road grade. DS-151, 150 drainage inlet road low point at 249+13 or 248+50? Correct accordingly. Same for DS- 154 and DS-153 and all other applicable locations.**

See revised Plan & Profile Sheets.

93. **Sheet 93: Continue profile to sewer inlet or drainage inlet. Provide grading requirement for cul-de-sac on all applicable sheets.**

Revised as requested.

94. **Sheet 94 and all applicable sheets profile road finished grade next to each station is incorrect. Please revise.**

See revised Plan & Profile Sheets.

95. **Sheet 95: Correct road finished grade elevations on profile and SMH RIM elevation accordingly. All applicable sheets.**

See revised Plan & Profile Sheets.

96. **Sheet 97: Storm inlet at Sta 57+18 is not at the roadway low point. Sta 57+58 appears closer, verify and correct accordingly. Plan view sidewalk is on site. Special easement required on plat.**

Refer to response #67 above.

97. **Sheet 98: Sta 73+58 show 36" RCP in profile view, resolve any conflicts. How is low point at Sta 73+34 drained? No inlets. Please revise accordingly.**

Refer to revised plan sheets.

98. **Sheet 99: Provide grading detail for curb line in cul-de-sac.**

Provided as requested.

99. **Sheet 99: Water main UNDER 18" RCP with less that 24" separation. Verify if any additional change is required.**

Refer to the plan sheets. Adequate separation is provided.

100. **Sheet 101: Drainage inlets at approximately 43+44 should be close to low point at 44+0. Verify and adjust accordingly.**

Refer to the revised plan sheets.

101. **Sheet 201 & 200: With road slope at 0%, how does structure drain? What are the ½" plate's specifications? Will this structure have flexible pavement on top?**

See Bridge Detail Sheet 170 & 171.

102. **Sheet 103: Recheck separation of 18"RCP with sewer gravity line. Provide concrete cradle accordingly.**

Plan revised, as requested.

103. **Sheet 165: Parkway pavement section; show 1 ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI.**

Revised as requested.

104. **Sheet 165: Parkway notes 2, 3, 4, 8 and 10 recheck as they are not consistent with the area or information provided. Remove second part of note #10 from plans the second lift will be required prior to certificate of completion or a separate developer agreement with the City provided with all applicable stipulations.**

The owner is not obligated to construct the Parkway.

105. **Sheet 165: 50'ft right-of-way, recheck dimensions as they are incorrect same comment for Lowry 130' right-of-way. For Lowry pavement section change asphalt to 2", base 10" per Public Works Manual.**

Revised as requested.

106. **Sheet 105: Sta 90+62 drainage pipe missing from profile view. Show 24" and verify location with water line.**

Revised as requested.

107. **Sheet 106: Sta 111+07 is a low point. Why is the drainage inlet approximately 60'ft away? Correct on all applicable sheets.**

Refer to response #67 above.

108. **Sheet 107 & 92: Road intersection does not appear to match Sta 119+40 = 253+70 road grade 26.45 or 27.20? Correct and make consistent. Both roads are in or near vertical curves but intersecting street should show 2% cross slope of lane to prevent hump in the non-stop condition.**

Revised as requested.

109. **Sheet 108 & 102: Road intersection grade does not match Sta 59+38= Sta 18+83 grade 24 or 24.40? See previous comment and correct on all applicable sheets.**

Revised as requested.

110. **Sheet 108 & 109 Sta 22+50 to 23+50 vertical curve information missing. Please provide.**

Revised as requested.

111. **Sheet 112: There are 600 ft of flat centerline. Sta 12+50 to 18+50 approximately per Public Works Manual 4.61 (2) min slope shall be 0.2%. How does this section of roadway drain? Provide elevations around round about as there is no typical section.**

Provided as requested.

112. **Sheet 118: minimum slope required 0.2% but 0.13 proposed. Revise on all applicable sheets.**

Revised as requested.

113. **Sheet 119: Drainage inlet Sta 16+90 is 70' away from low point Sta 16+20, why?**

Adjusted as requested.

114. **Sheet 120: Provide typical section for sidewalk adjacent to the roadway before the bridge. Sta 26.008 to 26+50 and Sta 27+0 to 27+42 is the sidewalk flush with the road or raised?**

See Bridge Detail, Sheets 170 & 171.

115. **Sheet 120 and all applicable sheets: Show all sidewalks proposed on the Construction Plans. Intersection 33+00 must show developer building sidewalk to all property lines.**

Typically, residential sidewalks are constructed by the home builder as each house is constructed. Surety is required in the form of a performance bond. Sidewalks are then shown on typical sections only. The developer constructs sidewalks not fronting commercial or residential lots.

116. **Sheet 121 and all applicable sheets: Lowry curbing (F) curbing or Miami? Clarify and make consistent. See Sheet 165 cross section.**

Revised as requested.

117. **Sheet 124 and all applicable sheets: Check inlet location versus roadway low point.**

Revised as requested.

118. **Sheet 124 and all applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.**

Revised – refer to the Signage and Pavement Marking Plan.

119. **Sheet 165: Label slope sidewalk on all cross sections.**

Revised as requested.

120. **Sheet 138: Show drainage structure on Sta 18+46 in the profile view.**

Revised as requested.

121. **Sheet 149 and all applicable sheets: Provide pavement grading around cul-de-sac.**

Revised as requested.

122. **Sheet 155, 156 and 157 0.0% road grade: Explain drainage. 0.2% minimum allowed slope per Public Works Manual.**

0.0% grade occurs on bridge deck. See Detail Sheets 170 & 171.

123. **Sheet 159: Provide concrete cradle on 91"x58" HERCP above sewer line. Specify clearance between pipes. Should 8" PVC line be ductile?**

Revised as requested.

124. **Sheet 161: Show missing drainage pipe in profile view Sta 38+12; same comment Sheet 162 Sta 54+79.**

Revised as requested.

125. **Sheet 162: Revise slope 0.03% min required per Public Works Manual is 0.2%.**

Revised as requested.

126. **Detail sheets: Please provide stop sign detail with street sign plates.**

Added Signage and Pavement Marking sheets.

127. **Sheet 169 to 171: Please add pavement grading detail.**

Added as requested.

128. **Sheet 174: Is a keep right sign required? Paint median curbing yellow connects on site sidewalk with offsite. Provide drainage system design information for Parkway. Median line should be yellow not white. Show stop sign location at entrance. Provide truncate domes at intersection for sidewalk crossing.**

Added Signage and Pavement Marking sheets.

129. **Sheet 174: Revise median edge stripping. Is stop sign and stop bar applicable for median? Why is it not used on Sheet 132? Correct and make consistent. Connect offsite sidewalk with on site sidewalk.**

Added Signage and Pavement Marking sheets.

130. **Sheet 184 Lot 136,137,138,168,169, and 170: Lot grading not provided, please provide. Verify lots comply with lot grading ordinance 174.073. Provide sidewalk on each lot per ordinance 184.21 show sidewalk and grading or typical section.**

Lot Grading Plan included. Refer to previous sidewalk responses.

131. **Sheet 184: Lot grading missing lot 362, 363, and 364.**

Added as requested.

132. **Sheet 186: Revise lot drainage around perimeter to be type (A) or provide offsite perimeter drainage system. Discharge must not drain into private property without proper easements or right-of-way. Provide existing elevations offsite.**

Revised – lake added.

133. **Sheet 188: Several lots don't have lot grading information at end of cul-de-sac. Provide on all applicable sheets. Block H - recheck grading adjacent to lots 75 & 77.**

Revised as requested.

134. **Sheet 198: Note demolition permit required for mining office removal from Building Department.**

So noted.

135. **Sheet 199: Development of recreational area requires submission and approval of site plan. Storage parking other than concrete or asphalt requires City Engineer approval.**

Acknowledged. Recreational area site plan(s) to be submitted as independent construction plans.

136. **Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer).**

Per discussion with the Land Development Director, due to the number of sheets, final plans would be signed and sealed, not review sets. Also, please review state law with respect to signing and sealing plans that are not final.

LAND DEVELOPMENT (PLANNING) – PATRICK MURPHY

1. **The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.**

Per discussion with the Land Development Director, we were instructed to submit the plan set, which we did on March 2, 2007. The City did not provide review comments until March 6, 2008 (over a year later). Recall extensive traffic modeling was occurring – which accounted for much of the delay and for the direction received from the City.

2. **A tree survey is required showing all exceptional specimen trees.**

We know of no exception specimen trees existing on-site.

3. **Indicate which phase(s) the developer intends to build the Parkway.**

As stated above, there is no existing Parkway to connect to. The owner is not obligated to construct the Parkway.

4. **Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.**

The official name was changed from Palm Bay Parkway to St. Johns Heritage Parkway. Therefore, the name is consistent as presented.

5. **An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.**

The Comp. Plan Ordinance for this property was processed as Ordinance # 2005-51 which provided for single family use. The Preliminary PUD processed by the City allowed multi-family in the SE portion of the site. We will require further discussion on this subject.

6. **Provide the number of lots in each phase.**

   A table has been added.

7. **May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.**

   Refer to Response #135 of the Land Development Comments.

8. **Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.**

   This analysis was provided during the public hearing phase for the PUD. Another copy is enclosed.

9. **This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.**

   Pursuant to discussion with the Director of Land Development, the commercial area shown on the plans was deemed to be sufficient. Recall other projects proposed + 80 acres of commercial just to the east near Babcock Street.

10. **FLUE Policy FLU-8.3O requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.**

    Pursuant to discussion with the Director of Land Development, the Traffic Study was deemed sufficient. In addition, the study included proposed projects that are not proceeding.

LAND DEVELOPMENT – MARTHA STEUART

1. **All roadway names must be approved in writing by Brevard County E-911 and a copy of the approval letter submitted to Martha Steuart, addressing authority for Palm Bay.**

   So acknowledged. We are currently seeking 911 approval of street names.

2. **Thirty-one roadway names will be required.**

   Refer to the response above.

3. **The designation of the roadways as "Street", "Drive", "Court", "Boulevard", etc. will be determined by the City of Palm Bay.**

   Acknowledged, however, we believe 911 also has input and maybe has the final determination.

4. **There are two roadways shown which apparently connect elsewhere. More information is needed to determine their designation.**

   This is a non-definitive comment and can not be addressed.

LAND DEVELOPMENT (FLOODPLAIN MANAGEMENT) – JIM WILLIAMS

1. **The entire site should be removed from the special flood hazard area AE, +/- 1,250 acres are in the SFHA.**

   Comment acknowledged.

2. **A FEMA MT-1, CLOMR-F application for the multiple lots needs to be submitted to this office. The FEMA fee is $800.00.**

   Comment acknowledged.

3. **A copy of the deed proposed subdivision map with the total number of lots/structures, stormwater calculations showing the 100 year storm event and the proposed finished grades on the elevation form need to be completed.**

   Comment acknowledged.

4. **The community acknowledgment form will be completed by this office and the complete package sent to FEMA. A blank application and instructions are attached.**

   We understand.

LAND DEVELOPMENT (TRAFFIC) – KWABENA OFOSU

A traffic study is required for this project. Have your engineer contact City staff for methodology and other study requirements.

Previously completed. Refer to other traffic study comments above.

PUBLIC WORKS (RIGHT-OF-WAY USE) – BILL NICHOLS

No comments.

PUBLIC WORKS – FERNANDO CAMBA

1. **The proposed Lowry roadway appears to be connecting to the existing right-of-way of Lowry Boulevard, the connection to the existing right-of-way needs to be shown on plans.**

   Acknowledged.

2. **Permit application and fee ($177.00 as of October 1, 2007) for the connection to the existing right-of-way of Lowry Boulevard needs to be provided to the Driveway Permit Section, fee increases every October.**

   Acknowledged.

PUBLIC WORKS – MARK BRIGGS

1. **Include the following paragraph on Sheet 2 of 218 under GENERAL.**
   "The contractor will notify the Public Works Department/Right-of-way Services to attend the scheduled preconstruction meeting prior to construction start. The contractor will notify Right-of-way Services 48 hours prior to any construction activity. The contractor will provide Right-of-way Services with a copy of all test results from proposed improvements, all concrete tests and all density and compaction results from the project. The contractor will provide Right-of-way Services with current contact information to include name and phone numbers of all contractors and sub-contractors on site. A sequence of work schedule is also requested. All coordination for Right-of-way Services can be accomplished using the following contact information, Public Works Department/Right-of-way Services (321) 953-8985, fax (321) 768-6401, e-mail rightofwayuse@palmbayflorida.org or mail to Public Works Department/Right-of-way Services, 1050 Malabar Road, Palm Bay FL 32907.

   OK – but this conflicts with previous direction.

2. **Pages 40, 57 and 172 are blank. The first 2 are supposed to be structure tables and the third is supposed to be Willowbrook Roadway Improvements. These pages need to be included.**

   Redundant comment. Refer to previous responses.

3. **Sheets 173-175, need to show all ADA Ramps where required.**

   Shown as requested.

4. **Please provide a full set of printed plans to the Right-of-way Services for the next review.**

   Pursuant to direction from the Land Development Director and Deputy City Manager, we provided the proper number of printed plans.

FIRE DEPT – MIKE COUTURE

1. **Fire hydrants shall be located not further than fifteen (15) feet nor less than three (3) feet from an improved surface. City Ord. Sec. 177.03(d) Note: Revise comments on potable sheets to reflect the above. The improved measurement starts at the outside of the curb.**

   Revised as requested.

2. **Fire hydrants in residential subdivision/developments shall be installed at each intersection, with intermediate hydrants spaced at intervals not to exceed one thousand (1,000) feet apart (City Ord. Sec. 177.04). The following sheets have fire hydrants exceeding 1,000 feet spacing: Sheet 59 Blk B between lot 36-62; Sheet 60 Blk B between lots 349-374; Sheets 61 Blk B between lots 1-31 & 88-120; Sheet 62 Blk E between lots 43-64; Sheet 65 Blk B between lots 191-203 & 67-190.**

   Revised as requested.

UTILITIES – KATIE FOUGHT

General:

1. **All utility construction shall be in accordance with the latest revision of the Palm Bay Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings.**

   Acknowledged.

2. **Submit Engineers Project Fixture Flow Calculations so we may calculate the required Utility connection fees.**

   Project consists of single family detached and single family 4-plex units. Flow calculations are based upon ERC as described in the Utility Standards Manual.

3. **Submit an "estimate of the water and or sanitary sewer construction cost", which will be used to calculate the Utility Inspection Fee.**

   An overall Engineer's opinion of cost will be submitted when we are near the end of staff review.

4. **#179 – Use revised January 2008 City of Palm Bay details for water and sewer.**

   Acknowledged.

Offsite Utilities:

5. **Water: Connect to the existing 24" water line located on Cogan and design your line to continue down Cogan to San Filippo to Lowery to project property. Also tie into existing water line at Waterstone Subdivision. Design pipe sizes to your projects flow requirements.**

   We request updated verification on this direction.

6. **Sewer: Connect to existing 8" sanitary sewer line at Waterstone Subdivision.**

   There is a water feature along the property line.

Sewer:

7. **General Sewer: Lift Stations will be reviewed in detail once projects offsite utilities have been added to plans.**

   Please review the lift station design in detail. We understand pump sizing may vary due to off-site configuration.

8. **#42 – Lot 386 move sewer service out of manhole.**

   Revised as requested.

9. **#42 – Lot 152 water service for lots 153/152 should be a double, eliminate service at the rear of the lot.**

   Revised as requested.

10. **#43 – Remove sewer service from manhole lot 356/355, no direct connection to manhole.**

    Revised as requested.

11. **#43 – No sewer service shown for lot 368.**

    Revised as requested.

12. **#43 – Combine the sewer service for lots 290/291.**

    Revised as requested.

13. **#44 – No sewer service shown for lots 76/77.**

    Revised as requested.

14. **#44 – Combine single service to a double service for lots 72/73.**

    Revised as requested.

15. **#44 - Remove all direct sewer services to the manholes, reference lot 78 – 83 in manhole 278, lot 87/88, lot 42/43, lot 130/131, lot 116/117, lot 144/145, lot 104/105.**

    Revised as requested.

16. **#44 – No service to lot 65.**

    Revised as requested.

17. **#45 – Plans do not show any services or force main location.**

    Yes they do; however, we have made the plans more clear.

18. **#46 – No services shown for Block F.**

    Revised as requested.

19. **#46 – Remove all direct service into manhole, reference lots 154, 152, 159, 150, 149, 148, 282, 281.**

    Revised as requested.

20. **#47 – No services shown on Block F.**

    Revised as requested.

21. **#47 – Remove all direct connections of sewer services to manhole reference lots 32, 34, 38, 40, 205.**

    Revised as requested.

22. **#48 – Remove all direct connections of sewer services to manhole, reference manholes 5, 25, 64, 67, 81.**

    Revised as requested.

23. **#49 – Remove all direct connections of sewer services to manhole, reference manholes 12 and 85.**

    Revised as requested.

24. **#50 – Combine services to a double on lots 294/296 Block I.**

    Revised as requested.

25. **#50 – Remove all direct connections of sewer services to manhole, reference manholes 182, 186, 185, 128, 208, 189, 201, 207, 209.**

    Revised as requested.

26. **#51 – Remove all direct connections of sewer services to manhole, reference manholes 130, 172, 120, 179, 181, 155, 185, 140, 182, 160, 128.**

    Revised as requested.

27. **#52 – No service to lot 97.**

    Revised as requested.

28. **#52 – Remove all direct connections of sewer services to manhole, reference manholes 113, 158, 114, 156, 155, 172, 180, 181, 130.**

    Revised as requested.

29. **#53 – Remove all direct connections of sewer services to manhole, reference manholes 103, 104, 111, 102, 101, 142, 177, 178, 176, 147, 146, 166, 168.**

    Revised as requested.

30. **#54 – Remove all direct connections of sewer services to manhole, reference manholes 98, 171, 110, 187, 193, 195, 166, 146, 147, 183, 184.**

    Revised as requested.

31. **#55 – Remove all direct connections of sewer services to manhole, reference manholes 91, 93, 74, 306.**

Revised as requested.

32. **#56 – Remove all direct connections of sewer services to manhole, reference manholes 308, 79, 77, 76, 83, 84.**

Revised as requested.

Water:

33. **General Water – Make all single water service a double service whenever possible.**

Revised as requested.

34. **General Water – All lift station water services will be a 2" service.**

Revised as requested.

35. **General Water – On General Note 5, remove the reference "all other service line shall be ¾ inch".**

Revised as requested.

36. **General Water – Show all blow offs at the end of the main.**

Revised as requested.

37. **General Water – Show on plans the description of the use of DIP whenever there is a storm pipe conflict or crossing.**

Revised as requested.

38. **General Water – On cul-de-sacs, continue main to the lot served. No services will be under the cul-de-sacs.**

Revised as requested.

39. **General Water – Move valves out of intersections and distances between inline valves will be per FDEP standards.**

Revised as requested.

40. **General Water – All double services shall be 1" poly to a U branch assembly.**

Revised as requested.

41. **#61 – Insert a valve at lot 95, Block F, insert valve between lot 92/93, Block D.**

    Revised as requested.

42. **#62 – No services are shown in Block F.**

    Revised as requested.

43. **#63 – No services shown for lot 1, Block D and lot 66, Block D.**

    Revised as requested.

44. **#73 – No service to lot 22, Block A.**

    Revised as requested.

45. **#60 – Lot 88 needs single 1" service water.**

    Revised as requested.

46. **#60 – Lot 360 Block B needs single 1" service water.**

    Revised as requested.

47. **#61 – Lot 126 Block F needs single 1" service water.**

    Revised as requested.

48. **#61 – Lot 86 Block F needs single 1" service water.**

    Revised as requested.

49. **#64 – Lot 89 Block H needs single 1" service water.**

    Revised as requested.

50. **#64 – Lot 88 Block H needs single 1" service water.**

    Revised as requested.

Should you have any question, feel free to contact me.

Very truly yours,

Scott M. Glaubitz P.E. P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jab
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cc: Andy Machata, Rolling Meadow Ranch, Inc.
Dave Watkins, City of Palm Bay (letter only)
Sue Hann, City of Palm Bay (letter only)

Enclosures

COVER LETTER EXHIBIT 9

Julie Bernal

From: Scott Glaubitz
Sent: Monday, December 21, 2009 3:53 PM
To: Julie Bernal; Don Kean
Subject: Fw: Rolling Meadow Lakes Staff Review Comments

Attachments: Rolling Meadow Lakes1st Review1.doc; image002.gif; image003.png; image004.png

Rolling Meadow Lakes1st Review...

* Per Hector Franco @ 12-22 09 meeting w/ SMG. - These are preliminary comments - This letter will be revised and will be forwarded..

Scott M. Glaubitz
BSE Consultants, Inc.
321-725-3674 Office
321-723-1159 Fax
321-403-1436 Cell
sglaubitz@bseconsult.com

Sent using BlackBerry

---- Original Message ----
From: Lori Damms <dammsl@palmbayflorida.org>
To: Lori Damms <dammsl@palmbayflorida.org>; Scott Glaubitz; dino2768@aol.com <dino2768@aol.com>; Patrick Murphy <murphp@palmbayflorida.org>; Hector Franco <francoh@palmbayflorida.org>; Ralph Jenkins <jenkir@palmbayflorida.org>; Edward Roske <roskee@palmbayflorida.org>; Lori Parker <parkel@palmbayflorida.org>; Mike Couture <coutum@palmbayflorida.org>; Kwabena Ofosu <ofosuk@palmbayflorida.org>
Cc: John G. Rodgers <rodgej@palmbayflorida.org>; David Watkins <watkid@palmbayflorida.org>
Sent: Mon Dec 21 14:51:57 2009
Subject: RE: Rolling Meadow Lakes Staff Review Comments

Image002.gif (134 B)

Good Afternoon,

Attached are the updated comments from the City's review of your site plan.

Thanks

Lori Damms

From: Lori Damms
Sent: Monday, December 21, 2009 1:36 PM
To: 'sglaubitz@bseconsult.com'; 'dino2768@aol.com'; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,

Attached are the comments from the City's review of your site plan.

If you have any questions regarding specific comments, please contact the appropriate department

Thanks,

Lori Damms

Lori Damms

City of Palm Bay

Land Development Division

5240 Babcock Street, N.E. Suite 300

Palm Bay, Florida, 32905

(321)733-3043

image004.png (5 KB)

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Promoting a Green Palm Bay - Please consider the environment before printing this e-mail

Project: Rolling Meadow Lakes
Location: 1400 Willowbrook
Owner: Andrew Machata, Rolling Meadow Ranch, Inc.
Contact: Scott Glaubitz
Date: December 21, 2009
1st Review

LAND DEVELOPMENT (ENGINEERING) – Hector Franco
Volume number#1 only

1. Provide pre vs. post stormwater calculations for 10yr-24 hr storm event certified by registered engineer. Roads with proposed PVI 21.8 which are below the current BFE need to meet the City residential roadway requirement and have 1ft freeboard above this storms peak stage under the future irrigation design.
2. Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.
3. An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.
4. Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.
5. Provide a detail survey showing the property lines and topographic information on the proposed design connections for all site work along the projects entire perimeter and on site. The boundary needs to be tie to the survey and the construction design plans. All off site exiting structures or land features must be shown with elevations and location with regards to this projects property lines.
6. An inspection fee equal to ½% of construction cost for all subdivision improvements is required (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.
7. Provide copy of permit to discharge Rolling Meadow Lakes new outfall to Sotile Canal from applicable jurisdiction of the canal. The old outfall 7 as identified in your response must be shown on the plans and indicated to be removed and land restored to existing condition.
8. Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36 roadway crossing. Show the levee elevations on the construction plans and ensure it is not modified per recent meeting discussion see also previous comment number #5. There are two different set of plan sheets (see sheet 19) for the work remove one and make consistent. The proposed roadway drains toward the canal with no inlets and the exiting Lowry road has swale pipes that must be redesigned. What is the elevation at the road connection?
9. Provide roadway traffic design for all off site impacts listed in the traffic study or as agreed in the developer agreement recently discussed with City staff.
10. Provide offsite water, sewer and reuse construction design to connect these components of the subdivision to the Public service or as identified in the developer agreement with the City recently discussed in the recent meeting.

11. Existing condition plan and boundary: Show existing roadway and canal right-of-way width and description to the South, North, East and West off the project boundary and within the project. Label all existing right-of-way.
12. There are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the construction plans and provide appropriate approval to vacate from that jurisdiction.
13. Construction plans all applicable sheets: Various tracts not labeled and lot and tract description must match the new plat. No block numbers have been provided on the construction plans and must be provided. Multiple same lot number within the same block are shown on the construction plans. Please revise.
14. All applicable sheets: For the MES pipe end treatments proposed there are RIM elevations shown please remove as it is not applicable or clarify accordingly. Correct length of pipes and show pipes to correct pond contour based on invent out elevation proposed.
15. Indicate on the construction plans the design speed for all roadways being designed. The response only provided the posted speed to be used on each street but the plans should indicate the design speed used.
16. Sheet 28: South east connection of proposed roadway with existing roadway (Willowbrook); Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections see comment #5 above.
17. East Side property line on all applicable sheets where there is an existing canal that will be partially filled in. Provide existing elevations at property line and in canal and add notes on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? What is the purpose of the canal and were does it discharge? What happens to the canal at the Parkway crossing and to the existing pipes shown but not labeled? Mitigate any offsite impacts see also previous comment #5.
18. On all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI must match (Please correct and make consistent). Should also match pavement grade or pavement slope when not at PVI. For the drainage inlets, the Rim elevation has been provided, but it is more useful to provide the throat elevations at the curb line. Please provide.
19. At all applicable bridge locations, revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify stopping sight distance requirements per FDOT Guidelines. Are blind driveway signs or stop ahead signs required for sudden vertical curves at bridge road locations or as applicable? Provide supporting calculations to support claim use worst case scenario.
20. Boundary survey and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans. Record survey should be provided in volume 1 construction plans. If this is not completed that a percent completed must be indicated on it with it purpose signed and sealed.
21. All applicable sheets with Cul-de-sac: continue profiles thru sewer rim, and drainage inlet to property lines. Provide grading requirement for cul-de-sac road slope and edge of road curbing on all applicable sheets.
22. Parkway pavement section; show 1ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI. See page 157.

23. All applicable sheets: Lowry curbing (F) curbing or miami? Clarify and make consistent. See sheet 157 cross section. Clarify start and end point of (F) curbing proposed along the bridge sections.
24. All applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.
25. Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer) for plans which are not final a note should be added on the plans indicating the percent completion of the plan and purpose of plan submittal. Final plans will be required to be signed and sealed.
26. Sheet 5 Revise note indicating were the cross sections can be found. They are on page 159 not 167. Add note that silt fence shall be installed within the project boundary not outside of it as depicted. On this sheet indicate which ponds will have elevation 0.0 per the note on the lake cross section. Provide a distance from the property line to the canal plug and the deer run outfall. Right of way use permit require from the City for connection to Lowry.
27. Sheet 6 DS-210 rim elevation is not consistent with road elevation please revise. Project outfall pipe 60" or 66" rcp or 43"x68"rcp? Please make consistent for construction and storm model. Why is there a rim on the outfall pipe end?
    Provide transition back to the Willowbrook road existing from the Parkway design west end and Sartori road existing.
28. Sheet 7 Rim elevations not applicable for MES DS-200 and DS-197. Provide alternative entrance design to Willowbrook and connections, If Parkway is not to be built by the project and not included in the developer agreement discussed at recent meeting which is now pending.
29. Sheet 9 Rim elevations not applicable for MES DS-493 Correct on all applicable sheets see also sheet10 DS-396. Revise willow brook road connections see comment number #5 terminate sidewalk accordingly. What is the elevation of the existing road at the connection? Signage has not been addressed at connection on sheet 174?
30. Sheet 10 DS-497 PVI 23.92 has no inlets at low point in the road. Please correct see also sheet 88.
31. Sheet 12 & 20 Please show off site road connection to exiting road and add signage and pavement markings accordingly see previous comment #5. There is an existing ditch along the east side of Sartori road show and identify modifications required.
32. Sheet 13 & 112 RML 06 end of road PVI at 21.80, SMH rim at 21.85 and DS-239 rim at 22.24 Verify drainage flow to inlet.What is the difference in elevation from the drainage inlet rim to the curb line throat? It should be consistent for all curb Inlets. What pavement slope is proposed?
33. Sheet 14 same comment as above for DS-377 check PVI and SMH rim and adjust accordingly. What is the name of the road?
34. Sheet 16 and 17 show existing canal on the east side with existing elevation see comment #5. What is the width of this canal (according to sheet 2-2 boundary survey I should be 40ft)? Show on the plans and add to section E-E on page 159. Check pond separation from canal and adjust accordingly. Check also drainage flow to inlet DS-397 rim 24.71 with PVI at 23.08 and SMH at 24.51 see also page 101. Adjust SMH rim at end of road RML30.
35. Sheet 18 and 36 Adjust elevation for DS-301 check PVI and SMH elevation.
36. Sheet 32 and 15 SMH 172 with PVI and inlet DS-377 check grading and flow to inlet and adjust accordingly.

37. Sheet 18, 35 and 137 correct drainage at end cul-de-sac check PVI, SMH184 and drainage inlet elevations.
38. Sheet 54 and all applicable locations design end of water main going off site.
39. Sheet 68 and all applicable sheets identify transition from Miami curbing to F type curbing at bridge sections per page157. Where does this curbing start and end?
40. Sheet 82 Show crossing of utility across C-36 with all construction required. Drainage from the site must drain to drainage system on site not drain to Tillman canal. What type of curbing is proposed along Lowry make consistent see page 157. Please transition curbing accordingly at offsite connection.
41. Sheet 83 DS-210, SMH 50 and PVI are not consistent at this location. Please revise accordingly on all applicable locations on the plans.
42. Sheet 89 SMH 53 at end of road RML 03 PVI to SMH rim has a slope of 4.2% and low pt in the road is just 0.26 lower than SMH about 300ft away not accounting for pavement cross slope. Please recheck and revise accordingly.
43. Sheet 92 SMH 188 rim elevation 24.97 not meeting pavement grade 25.4 noticeable in the profile see sheet 38. Please revise. Recommend providing the rim elevation of the SMH in the profiles.
44. Sheet 97 and all applicable sheets, show the canal banks in the profile at the bridge crossings. How is the slope vertical from elevation 23 to 8? Is a retaining wall proposed? Please clarify and provide additional design information.
45. Sheet 119; Is stopping sight distance sufficient at bridge crossing sta 10+40? Is a stop ahead sign required? Assume some staking and provide supporting calculation at all applicable locations.
46. Sheet 127 RML 14 check end of road drainage DS-327 and SMH-184 elevations and revise accordingly on all applicable locations.
47. Sheet 131 check end of road drainage. Adjust all applicable elevation in all applicable locations in the plan.
48. Sheet 132 check end of road drainage. Adjust all applicable elevation in all applicable location in the construction plan for RML 20.
49. Sheet 133 elevation of SMH 56 is near similar to PVI which is approximately 180ft away. Please correct for proper drainage.
50. Sheet 134 SMH 134 in RML-25 not at proper road grade will create hump. Please revise accordingly on all applicable sheets.
51. Sheet 134,135 and 136 offsite road connections. Verify visibility; add warning signs, pavement marking and signage appropriately. Verify all existing condition with survey information in item #5. Vertical curve will be needed for 134 and 135. What is the design speed on these segments?
52. Sheet 136 PVC 8" water main proposed below 43"x68"RCP with less than one foot of separation. What is the actual separation proposed? Recommend a stronger pipe is used or encasement even with the concrete saddle supports. Provide a detail of the concrete saddle support or indicate where it is located in the plans?
53. Sheet 139 DS491A and piping. Is rim elevation correct proposed in the 23.0 contour line? Is pipe length correct with length of 23 and invert 12.8? Correct at all applicable locations and show pipe end at correct location in the pond slope.
54. Sheet 143 and all applicable sheets clarify how lot grading will take place below roadway at bridge crossings? The detail call for a swale on site but the 2% in the r/w should be towards the road as the

sidewalk is proposed in that location? Each lot must drain It's on lot. Recommend these lots are front to rear not type (C) rear to front with the low point in the driveway shown per the detail to prevent drainage to the garage. See also ordinance 185.186.

55. Sheet 143 and all applicable sheets; RML 23 type drainage (A) proposed lots 3,4,5,6 and 1 across the street. Front to rear or rear to front? For front to rear type (A) drainage a swale has to be provided on the rear. Revise on all applicable sheets accordingly.
56. Sheet 144RML 24 Sta 11+00 lots 1,2,7 and 8 Type A, B or C drainage? Same as previous comment. Please revise on all applicable sheets. Similar for sheet 145, for lots along the parkway A or C? Check also 149-156 similar issues
57. Sheet 146 check type A drainage should it be type B split or C rear to front?
58. Sheet 147 & 148 check type C drainage at bridge locations see previous comment number 54. Should these be type A?
59. Sheet 157 and all applicable plan and profile sheets, curbing (f) or Miami proposed along Lowry?
60. Sheet 158 Control structure pipe conflicts with sheet 6. Clarify what is to be built on all applicable sheets.
61. Sheet 158; for the wood flash board to be used for irrigation system on the control structure, provide a design for the irrigation system. If this system is not to be built initially, a note should be added that the flash board will not be used until the irrigation system comes on line and the applicable St. John permit modification is made.
62. Sheet 159 Section c-c please show Sartori road r/w, Sartori road and ditch on the east side. Both items believed to be on the subject property per information provided in the recent meeting. See also above comment #5.
63. Sheet 160 Provide additional lot grading details type (A and C). Also pleas revise Lowry connection per previous comment and make consistent see page 119. What is the length of this box culvert proposed?
64. Sheet 168. What is the elevation of the onsite sidewalk proposed? Inlets DS-11 and DS-9 Rim elevation 23.0 is the same as the top of bank of the pond? How is the drainage prevented from discharging directly to the pond banks? During the site plan submittal this plan will be reviewed further.
65. Sheet 170. Provide further detail to retain slope at bridge section. How is the slope retained from elevation 0 or 8 to 23? Provide additional detail for sidewalk connections along guardrails. Revise notes for proper project.
65. Sheet 171. Provide detail for utility crossing anchor support at bridge. What separation is proposed on the anchors and what separation is proposed on the utility lines? What is the bridge design loading? Please specify on the constructions plans. The plan view for the sidewalk at the bridge is not the same see sheet 81. Where are the guard rail and what is the separation road, guardrail and sidewalk? Are the hand rails at the sidewalk crossing in the bridge safe for pedestrian and bicycles? See FDOT index 851 and 861.
66. Sheet 171 Per Public works manual collector roadways shall have a minimum width of 12ft. Please revise as applicable on required bridge sections which are collector road (Lowry).
67. Sheet 172. During the construction of the box culvert and the canal plug erosion control should be added and should be included in the SWPPP.

68. Sheet 173 and all applicable sheets. Please provide double yellow stripping and rpm along Lowry as no lighting is proposed for this project. Identify with stripping any locations were passing will be allowed. Please provide 25ft double yellow lines at all side streets stop conditions to Lowry.
69. Sheet 173 and all applicable sheets, street crossing under nonstop condition shall be special emphasis and require warning signs. Revise accordingly.
70. Sheet 173 to 176 roadways with dead ends or no outlets have not been identified. Please provide appropriate signage.
71. Sheet 181 to 183; please revise round about stripping per current MUTCD update chap 36. Lines around the triangle median except for the front should be yellow. Revise yield triangle orientation to be perpendicular to travel way. Provide wide dotted extension lines not solid line at entrance to circulatory roundabout. Recommend adding pedestrian crossing at Roundabouts per MUTCD latest version.

LAND DEVELOPMENT (PLANNING) – Patrick Murphy

1) The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.

   Per discussion with the Land Development Director, we were instructed to submit the plan set, which we did on March 2, 2007. The City did not provide review comments until March 6, 2008 (over a year later). Recall extensive traffic modeling was occurring - which accounted for much of the delay and for the direction received from the City.

   The purpose of the statement above was to inform the Developer that the site may not be cleared of existing trees until such time as a construction plan application is approved for the project. Mr. Watkins' title is Growth Management Director.

2) A tree survey is required showing all exceptional specimen trees.

   We know of no exceptional specimen trees existing on-site.

   Aerial photographs show some vegetation in the [illegible] portion of the property and [illegible] trees throughout other portions of the property. A tree survey is required [illegible] staff if [illegible] specimen trees exist [illegible].

3) Indicate which phase(s) the developer intends to build the Parkway.

   As stated above, there is no existing Parkway to connect to. The owner is not obligated to construct the Parkway.

   Construction of the Parkway will be determined by City Council.

4) Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.

The official name was changed from Palm Bay Parkway to St. Johns Heritage Parkway. Therefore, the name is consistent as presented.

The section of the Parkway that traverses through the jurisdictional boundaries of the City of Palm Bay is still known as the Palm Bay Parkway. If you have official documentation naming the section of the Parkway within the City of Palm Bay, please submit for staff review.

5) An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.

The Comp. Plan Ordinance for this property was processed as Ordinance # 2005-51 which provided for single family use. The Preliminary PUD processed by the City allowed multi-family in the SE portion of the site. We will require further discussion on this subject.

Ordinance No. 2005-51 amended the Comprehensive Plan Future Land Use Map from Residential [illegible] uses [illegible] allowed under this use is permitted on the entire property. Other uses such as multi-family residential, commercial, public [illegible] must be approved by City Council through another CP amendment. The use of land is controlled by its designated Land Use, the intensity of that use is controlled by the zoning.

6) Provide the number of lots in each phase.

A table has been added.

I found the table on Sheet 3 of the PUD submittal [illegible].

7) May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.

Refer to Response #135 of the Land Development comments.

[illegible] construction plans. Please see this as your [illegible] comment and be advised that [illegible] know that PUD approval must [illegible] and plans approved on the site plan.

8) Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.

This analysis was provided during the public hearing phase for the PUD. Another copy is enclosed.

What you enclosed was an email discussion between Mr. Watkins and yourself – neither of which is an employee of the Florida Department of Transportation that has been designated with the official capacity for making the requested determination. Although the alignment may not be a geometric issue, the posted speed of this segment is the real concern. The City's Traffic Engineer will analyze this and respond accordingly.

9) This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.

Pursuant to discussion with the Director of Land Development, the commercial area shown on the plans was deemed sufficient. Recall other projects proposed + 80 acres of commercial just to the east near Babcock Street.

I have discussed with Mr. Watkins and I 97 acres of commercial area [illegible] & Tract DD) is not sufficient for supporting [illegible] residential units. Note the 80+ acres of commercial you refer to is no longer of that size. Note that the purpose of the PUD, as identified in Section 169.041, is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types as well as commercial uses designed to serve the inhabitants of the planned unit development. Note that the [illegible] are needed to [illegible] a development of this size such as public [illegible] public uses [illegible] note this will be addressed at [illegible] the preliminary PUD review process.

10) FLUE Policy FLU-8.30 requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.

Pursuant to discussion with the Director of Land Development, the Traffic Study was deemed sufficient. In addition, the study included proposed projects that are not proceeding.

FLUE 8.30 specifically required that the traffic study analyze in detail the impacts of the project on intersections of Malabar Road, Babcock Street, Lowry Road, Palm Bay Parkway and the intersection at Palm Bay Parkway and Babcock Street [illegible] and did not address impacts on Interstate 95, Malabar Road or the Parkway. As a result, the Traffic Study does not meet the requirements of FLUE 8.30. There are also several deficiencies in the study that have been identified by the City's Traffic Engineer which will be addressed under separate cover.

NEW COMMENTS:

11) Submit the Declaration of Covenants and Restrictions for staff review.
12) Provide the list of street names as approved by Brevard E-911. Please note that E-911 only has the authority to approve the street name; the designation ("road," "drive," "boulevard," etc.) is determined by the City of Palm Bay's Addressing Authority.
13) There are two (2) connections to Sartori Road, which is a Private Road owned by James Sartori. These connections are shown as Tract D and Tract G. Submit a letter from Mr. Sartori approving these connections.
14) Sheet 1 of 57 of the RML Phase I Plat provides a Tract Summary Table. There are thirteen tracts within this table that are listed as Future Development within the Use of Tract column. Please provide the proposed use for Tracts AA, C, E, EE, H, J, M, O, Q, T, UU, X and Z.
15) Condition #28 of this project's St. Johns River Water Management District (St. Johns) Permit (#4-009-15821-7) requires the recording of a conservation easement for the wetland mitigation areas (Tract U, the island and two upland preservation areas) which was completed. However, the Tract Summary Table identifies Tract A(7)A as Conservation Use, to be owned and maintained by St. Johns. This Tract is located north of and adjacent to the point where the Parkway intersects the project's eastern property line. Official documentation from St. Johns shall be required acknowledging ownership and maintenance of this tract.

16) The topography maps (Sheets 1-12) were drawn on 8/24/05 using data collected roughly 4.5 years ago. As evidenced from recent aerial photography, extensive earth moving has taken place since then. Revised topographic maps shall be submitted to reflect what is current.
17) On Sheet 1 of the plat for each phase, please provide the total acreage of the phase immediately following the Description of Property.
18) Section 185.064(C) states, "All common open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of the residential structures." Tract L, the main amenity, is shown to be developed in the third phase – after 46% of the residential units have been completed. Staff does not believe this concurs with the above Code Requirement and thus recommends that Tract L be completed with Phase I, or at the least, prior to the start of Phase 2.

19) Staff recommends that after Preliminary PUD approval is granted by City Council for the overall project that each Phase and Amenity/Recreation development be sent individually to City Council for Final PUD approval and subsequent recordings.
20) Staff reserves the right to make additional comments during PUD and plat reviews for each phase accordingly.

LAND DEVELOPMENT (TRAFFIC) – Kwabena Ofosu

Planned Improvements:
The widening of Babcock south of Malabar is currently in design (FDOT/ County), and may have been forwarded in the Stimulus program. It may be eligible for consideration in this study. The applicant may want to check with FDOT.

Table3:
The County segments have adopted LOS of E. This would be for Babcock, Grant, ad Micco.

Trip Generation:
No commercial, no offices are mentioned.

Trip Distribution:
The distribution onto the west approach of San Filippo at San Filippo/ Lowry. Even thought the Palm Bay Parkway is not considered in this study, 43% is still too high. The land uses, travel patterns, employment centers etc cannot justify the 43% distribution.

Trip Distribution:
Based on the previous comment it is projected that 4,043 trip will be distributed onto San Filippo west of Lowry. This needs further proof.

2016 Build-Out Traffic:
The Krocker-Flamm project has apparently been shelved. A relevant project to be included in the background / vested trips would be Waterstone PUD

Future Condition:
Unsignalized Intersections: With the proposed 5-laning of Babcock, the intersection improvements at San Filippo/ Lowry, and Babcock/ Willowbrook (Parkway), the following intersections still fail (as in appendix G).

Babcock/ Parkway (F on eastbound approach)

Babcock/ Cogan (F on eastbound approach)
Babcock/ Grant (F on eastbound and westbound approaches)
San Filippo/ Lowry (F on Lowry approach)

Roadway Segment Analysis:
No further improvements are recommended for Lowry Bl, even though the intersection with San Filippo fails in spite of the intersection improvements and the fact that Rolling Meadow Lakes is adding 10,907 trips onto Lowry?
Table 9 shows Palm Bay Parkway with 4 lanes, achieving a LOS of B for the segment. Earlier in the report however it is stated the Parkway is not considered in this study. Therefore what is called the Parkway is Willowbrook which is 2-lane undivided.

Identified Improvements:
The study identified the following improvements to be implemented by the applicant for the future condition;
Northbound left turn and right turn lanes at Lowry/ San Filippo
Eastbound right turn lane at Lowry/ San Filippo
Westbound left turn lane at Lowry/ San Filippo
Eastbound left turn lane at Babcock/ Willowbrook
5-laning of Babcock Street from Willowbrook to Foundation Park Bl

Proportionate Fair Share:
The Prop Fair Share proposal is still in the works according to page 14. The City will need to review and approve the prop fair share calculations.

As stated on p. 16, Babcock from Valkaria to Foundation Park is expected to exceed adopted capacity before the addition of Rolling Meadow Lakes traffic. This will result in a credit to Rolling Meadow Lakes in the Prop far Share calculation.

FLOODPLAIN MANAGEMENT – Jim Williams

1. The approved subdivision site plan should be used for the CLOMA application to remove the entire site from the special flood hazard area.
2. The base flood elevation in the notes on sheet 4 is 22.9 but the BFE on firm panel 595 E is 22.0. Please clarify.
3. The lowest proposed street elevation is 21.8, which is lower than the BFE of 22 and more than a foot below your BFE of 22.9. Please clarify.
4. On page 151-RML 04, STA. 27+00, Lot 1 & 2, and also page 154- RML 03, STA. 84+00, Lot 12 & 13, the difference on the finish floor elevations exceed one foot.

Revise and check all lots FFE to conform with ordinance 174.073 (A) (3).

FIRE – Mike Couture

1. No Comments.

PUBLIC WORKS – Lori Parker

1. Right-of-Way Use permit application and fee due (tie into Lowry Blvd ROW) $284.00 (as of 10-01-09)

UTILITIES – Edward Roske

1. Prior to site plan approval, a City of Palm Bay "Utility Agreement" shall be executed between the Owner/Developer and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid prior to the plan being approved. All fees are subject to change annually.
2. All utility construction shall be in accordance with the latest revision of the City of Palm Bay Utility Department Policies, Procedures and Standards Handbook.
3. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.
4. The City of Palm Bay Utilities Inspector must be notified 48 hours prior to any utilities work.
5. Show offsite water and sewer utilities design. Show pipe color, material, size, valves, blow offs, fittings, etc.

    a. Developer will need to design and construct the extension of the transmission sewer main from the existing City utilities to the subdivision at their expense.

    b. Developer will need to design and construct the extension of the transmission water mains from the existing City utilities to the subdivision at their expense. Two connections will be required for looping of the system.

6. Show Master Irrigation Plan so that it can be verified to be compatible with future reuse irrigation. Show pipe color, material, size, valves, blow offs, fittings, etc.
7. Add block numbers to more easily identify lot locations.
8. Update L/S calculations to reflect only the Troutman Wastewater Treatment Plant and Troutman Water Reclamation Facility. Plans to build the South Regional Water Reclamation Facility are not definite.
9. Review all details and use only the most current Standard Details. Many were found to be outdated. A copy of the latest Details can be furnished upon request.

Sewer:

1. Sheet 23: Change double to single gravity service for lot 14 at the corner of RML01/RML06.
2. Sheet 24: Double gravity service not needed for lot 6 at the corner of RML23/RML02.
3. Sheet 24: Does unnamed lot on RML23 need gravity service?
4. Sheet 24: Change double to single gravity service for lot 1 at the corner of RML02/RML05.
5. Sheet 25: Show gravity service to lot 17 on RML01, next to L/S #6.
6. Sheet 26: Provide double services wherever possible
7. Sheet 26: SMH-224 must be a drop inlet MH
8. Sheet 27: Change double to single gravity service in lot 9 at the corner of RML02/RML25.
9. Sheet 27: Change double to single gravity service in lot 21 at the corner of RML02/RML25.

10. Sheet 28: Change service on Lot 6 on RML07 to a double service to include Lot 5
11. Sheet 28: Change to a single service for Lot 26 near the corner of RML02/RML05
12. Sheet 28: Change double to single gravity service in lot 21 at the corner of RML05/RML25.
13. Sheet 30: Change double to single gravity service in lot 10 at the corner of RML01/RML10.
14. Sheet 31: Change double to single gravity service in lot 1 at the corner of RML04/RML07.
15. Sheet 31: Change double to single gravity service in Lot 2/3 to serve Lot 2 at the corner of
16. Sheet 31/32: Change double to single gravity service in Lot 13 at the corner of RML04/RML19.
17. Sheet 31/32: Add single gravity service in Lot 1 at the corner of RML04/RML19.
18. Sheet 33: Add single gravity service in Lot 1 at the corner of RML03/RML01.
19. Sheet 34: Clean up text at cul-de-sac.
20. Sheet 35: Change double to single gravity service in Lot 17 near Lowry and RML03.
21. Sheet 35: Change double to single gravity service in Lot 1 near Lowry and RML03.
22. Sheet 35: Change double to single gravity service in Lot 5/6 near cul-de-sac and RML13.
23. Sheet 35: Change double to single gravity service in Lot 6/7 near cul-de-sac and RML13.
24. Sheet 37: Add single gravity service in Lot 17 near corner of RML01/RML27.
25. Sheet 37: Change double to single gravity service in Lot 10 near corner of RML01/RML10.

Water:

1. All appropriate sheets: Show 2" water service to Lift Stations.
2. Sheet 40: Move 10" gate valve from Lot 6 S to Lot 4 next to hydrant on RML 01
3. Sheet 40: Remove 10" gate valve from Lot 3, RML01
4. Sheet 40: Move 10" gate valve from Lot 13 W to Lot 18 next to hydrant on RML 01
5. Sheet 40: Move hydrant from Lot 13 W to Lot 17, RML02
6. Sheet 40: Add hydrant at Lot 9 next to 6" gate valve, RML02
7. Sheet 40: Move 6" gate valve from Lot 11 to Lot 10 next to hydrant on RML 03
8. Sheet 41: Move 10" gate valve from Lot 10 E to Lot 2 next to hydrant on RML 03
9. Sheet 41: Move 10" gate valve from Lot 5 W to Lot 7 next to hydrant on RML 01
10. Sheet 41: Move hydrant from Lot 6 W to Lot 9, next to 8" gate valve on RML02
11. Sheet 41: Add 10" gate valve W of 24"x10" tee
12. Sheet 41: Change double to single water service for Lot 11 near corner of RML02/RML23.
13. Sheet 41: Do two lots on corner of RML01/Lowry need water service?
14. Sheet 41: Does lot on cul-de-sac of RML23 need water service?
15. Sheet 42: Add two 8" gate valve at 8"x6" tee Lot 1 RML05
16. Sheet 42: Move 8" gate valve from Lot 11 E to Lot 14 next to hydrant on RML05
17. Sheet 42: Move 10" gate valve from Lot 7 E to Lot 3 next to hydrant on RML01
18. Sheet 42: Move 10" gate valve from Lot 14 E to Lot 7 next to hydrant on RML01
19. Sheet 42: Remove 10" gate valve at Lot 3 on RML01
20. Sheet 42: Move 10" gate valve from Lot 11 N to Lot 9 next to hydrant on RML01
21. Sheet 42: Add 16" GV W of 16x10 cross on RML02
22. Sheet 42: Do two lots on corner of RML01/RML02 need water service?
23. Sheet 43: Change single to double water service wherever possible.
24. Sheet 43: Identify two 16" GV Sta. 9+00/11+00
25. Sheet 43: Add a 12" G.V. E of 12x16 tee at Lot 20 on RMLMF1
26. Sheet 43: Move 12" GV at Lot 18 S to Lot 20 next to hydrant on RML MF3
27. Sheet 44: Add 12" GV at Lot 36/1 next to hydrant on RML05
28. Sheet 44: Add 12" GV at Lot 4 next to hydrant on RML05
29. Sheet 44: Add two 16" GV at 16"x8" tee on Lots 21 on RML02
30. Sheet 44: Add 16" GV at 16x10 cross at Lots 02/01 on RML02

31. Sheet 44:Identify 16" GV from Lot 7 N to Lot 10 next to hydrant on RML02
32. Sheet 44: Move hydrant from lot 12 N to lot 08 next to hydrant on RML 01
33. Sheet 44: Move 10" GV from Lot 7 N to Lot 10 next to hydrant on RML08
34. Sheet 44: Change single to double water service wherever possible.
35. Sheet 45: Add hydrant assembly at Lot 4 on RML07
36. Sheet 45: Change single to double water service wherever possible.
37. Sheet 45: Move hydrant at Lot 9 N to Lot 6 next to GV onRML07
38. Sheet 45: Move hydrant at lot 3 S to lot 1 next to 10" GV on RML03
39. Sheet 45: Add 10" GV at Lot 12 S of 10x6 tee at lot 03/21 on RML 03
40. Sheet 45: Remove 10" GV at Lot 6 on RML 03
41. Sheet 45: Add 16" GV E of 16x12 cross at Sta. 55+25 on RML 02
42. Sheet 45: Add 12" GV at Lot 17 next to hydrant on RML 05
43. Sheet 46: Add 10" GV S of 10" tee lot 14 on RML01
44. Sheet 46: Move hydrant from Lot 15 S to lot 17 next to GV on RML01
45. Sheet 46: Add 10" GV N of 10x6 tee lot 8 on RML01
46. Sheet 46: Move 8" GV from Lot 11 N to Lot 13 next to hydrant on RML06
47. Sheet 46: Remove 8" GV at Lot 6 on RML06
48. Sheet 47: Move 10" GV from Lot 1 N to Lot5 next to hydrant on RML01
49. Sheet 47: Remove 10" GV from Lot8 on RML 01
50. Sheet 47: Move valve from Lot 1 to lot 11 next to hydrant on RML 06
51. Sheet 47: Change 6" GV at Lot 7 to an 8" GV on RML 06
52. Sheet 47: Show water service for Lot 6-9 near corner of RML01/RML10.
53. Sheet 48: Change single to double water service for Lot 1,2, 5, and 6 near corner of RML01/RML10.
54. Sheet 48: Show water service for Lot 3 near corner of RML07/RML04.
55. Sheet 48: Move 6" hydrant from Lot 3 to Lot 6 next to valve on RML07
56. Sheet 48: Add 6" GV S of 8x6 tee at lots 07/04 on RML 07
57. Sheet 48: Move 10" GV at Lot 5 N to Lot 8 next to hydrant on RML 03
58. Sheet 48: Move hydrant from Lot 10 S to Lot 8 next to GV on RML03
59. Sheet 48: Move 10" GV from Lot 12 N to Lot 3 next to hydrant on RML03
60. Sheet 48/49: Add 10" GV W of 10x6 tee on Lots 04/19 on RML04
61. Sheet 49: Move 10" GV from Lot 8 E to Lot 9 next to hydrant on RML04
62. Sheet 49: Change double to single water service for Lot 1 near corner of RML15/RML09.
63. Sheet 49: Move 6" GV from lot 12 E to lot 9 next to hydrant on RML14
64. Sheet 49: Move hydrant from lot 14 E to lot 8 next to GV on RML 14
65. Sheet49/50: Move hydrant from lot 5 W to lot 9 next to GV on RML14
66. Sheet49/50: Identify 6" GV E of 10" Cross on Lots 04/08 on RML04
67. Sheet49/50: Identify 8x6 Tee, 8" GV, 6" GV at lots 08/18 on RML08
68. Sheet49/50: Move hydrant from Lot 13 S to Lot 10 next to GV on RML08
69. Sheet49/50: Add 10" GV W of 10x8 cross at lots 03/08 on RML08
70. Sheet49/50: Move hydrant from lot 6 E to lot 9 next to hydrant on RML03
71. Sheet 50: Move hydrant from lot 13 W to lot 8 next to GV on RML04
72. Sheet 51: Move GV from Lot 7 N to Lot1 next to hydrant on RML08
73. Sheet 51: Move GV from Lot 13 N to Lot 10 next to hydrant on RML30
74. Sheet 51: Move GV from lot 10 E to lot 14 next to hydrant on RML30
75. Sheet 52: Identify 10x6 Tee, 6" GV at Sta 92+00 on RML03
76. Sheet 52: Add 10" GV W of 10x6 tee at sta 92+00 on RML03
77. Sheet 52: Move GV from Lot 7 W to Lot 1 next to 10x6 tee on RML03
78. Sheet 53: Move GV from lot 9 E to Lot 12 next to hydrant on RML01
79. Sheet 54: Move GV from Lot 7 E to lot 14 next to hydrant on RML01

80. Sheet 54: Show 10" GV S of 10" tee sta 158+00 on RML01
81. Sheet 54:Identify 10" pipe from Sta 10+00 to 13+00 on RML27
82. Sheet 54: Add 10" GV at Sta. 10+50 +/- on RML27
83. Sheet 54: Add 10" GV at Sta. 11+50 +/- on RML27
84. Sheet 54: Add 10" end caps with 2" blow off at Sta. 10+00 on RML27
85. Sheet 54: Change single to double water service for Lot 3, 4, 7, and 8 on cul-de-sac of RML12.
86. Sheet 54: Show water service for Lot 7-17 on RML01.
87. Sheet 40: Add 10" GV on RML 06 near at Sta 20+00
88. Sheet 41/45: Remove 24" GV on Lowry at Sta. 27+00
89. Sheet 42: Identify 16" GV Sta. 74+50 RML 02
90. Sheet 43: Remove 16" GV on RML02 at Sta. 11+00
91. Sheet 45: Move GV on RML02 at Sta 53+00 to W of cross at Sta 55+00
92. Sheet 45: Remove GV on RML02 at Sta 52+00
93. Sheet 45: Remove 24" GV on Lowry at Sta. 40+00
94. Sheet 45: Identify air release valve at Sta 41+00
95. Sheet 48: Remove 24" GV on Lowry near Sta. 61+50
96. Sheet 48: Remove 24" GV on Lowry near Sta. 53+50
97. Sheet 48: Move 24" GV on Lowry between two tees to North of Tee near Sta. 49+00
98. Sheet 48: Remove two 10" GV at Sta 20+50 and 21+50 on RML 04
99. Sheet 49: Move service on other side of GV at the end of RML 14 cul-de-sac
100. Sheet 49: Add 8" GV on RML08 Sta 25+00
101. Sheet 52: Add 8" GV on RML09 Sta 29+00
102. Sheet49/50: Move 10" GV on RML03 at Sta 115+00 to cross at Sta. 113+00
103. Sheet 50: Remove 10" GV at RML 03 at Sta. 116+00
104. Sheet 50: Move service on other side of GV at the end of RML 30 cul-de-sac
105. Sheet 52: Remove three 24: GV on Lowry at Sta 67+50, 80+00, and 82+00
106. Sheet 52: Remove 10" GV on RML09 at Sta12+00
107. Sheet 52: Add 10" GV on RML30 E of tee at Sta. 13+00
108. Sheet 52: Add 10" GV on RML01 at Sta 198+00 E of tee
109. Sheet 55: Show profile of gravity sewer between SMH-154 to SMH-153
110. Sheet 56: Install air release valve on FM at Sta. 32+40
111. Sheet 59: Install air release valve on FM at Sta. 61+20
112. Sheet 62: Show gravity sewer profile at Sta. 109+50 to 110+00
113. Sheet 63: Install air release valve on FM at Sta.115+90
114. Sheet 64: Install air release valve on FM at Sta.123+20
115. Sheet 64: Install air release valve on FM at Sta. 129+70
116. Sheet 64: Install air release valve on FM at Sta.134+80
117. Sheet 65: Install air release valve on FM at Sta.141+30
118. Sheet 66: Install air release valve on FM at Sta.154+10
119. Sheet 67: Install air release valve on FM at Sta.162+10
120. Sheet 68: Install air release valve on FM at Sta.181+70
121. Sheet 71: Install air release valve on FM at Sta.211+80
122. Sheet 92: Show gravity sewer profile from Sta 59+00 to 60+00
123. Sheet 93: Install air release valve on FM at Sta.71+20
124. Sheet 95: Install air release valve on FM at Sta.87+40 with vent offset to grass

Julie Bernal

From: Scott Glaubitz
Sent: Friday, January 08, 2010 3:06 PM
To: Julie Bernal
Subject: FW: Rolling Meadow Lakes Staff Review Comments
Attachments: Rolling Meadow Lakes1st Review1.doc

Scott M. Glaubitz
BSE Consultants, Inc.
321-725-3674 Office
321-723-1159 Fax
321-403-1436 Cell
sglaubitz@bseconsult.com

From: Lori Damms [mailto:dammsl@palmbayflorida.org]
Sent: Friday, January 08, 2010 3:08 PM
To: Lori Damms; Scott Glaubitz; dino2768@aol.com; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: RE: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,
Attached are the revised comments from the City's review of your site plan.
The revised comments are located under Hector Franco volume 2.

Thanks,
Lori Damms

From: Lori Damms
Sent: Monday, December 21, 2009 2:52 PM
To: Lori Damms; 'sglaubitz@bseconsult.com'; 'dino2768@aol.com'; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: RE: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,
Attached are the updated comments from the City's review of your site plan.

Thanks
Lori Damms

From: Lori Damms
Sent: Monday, December 21, 2009 1:36 PM
To: 'sglaubitz@bseconsult.com'; 'dino2768@aol.com'; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,
Attached are the comments from the City's review of your site plan.

If you have any questions regarding specific comments, please contact the appropriate department

Thanks,

Lori Damms

Lori Damms
Land Development Director
Palm Bay, Florida 32905

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Promoting a Green Palm Bay. Please consider the environment before printing this e-mail.

Project: Rolling Meadow Lakes
Location: 1400 Willowbrook
Owner: Andrew Machata, Rolling Meadow Ranch, Inc.
Contact: Scott Glaubitz
Date: January 8, 2010
1st Review

LAND DEVELOPMENT (ENGINEERING) – Hector Franco
Volume number#1 only

1. Provide pre vs. post stormwater calculations for 10yr-24 hr storm event certified by registered engineer. Roads with proposed PVI 21.8 which are below the current BFE need to meet the City residential roadway requirement and have 1ft freeboard above this storms peak stage under the future irrigation design.
2. Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.
3. An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.
4. Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.
5. Provide a detail survey showing the property lines and topographic information on the proposed design connections for all site work along the projects entire perimeter and on site. The boundary needs to be tie to the survey and the construction design plans. All off site exiting structures or land features must be shown with elevations and location with regards to this projects property lines.
6. An inspection fee equal to ½% of construction cost for all subdivision improvements is required (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.
7. Provide copy of permit to discharge Rolling Meadow Lakes new outfall to Sotile Canal from applicable jurisdiction of the canal. The old outfall 7 as identified in your response must be shown on the plans and indicated to be removed and land restored to existing condition.
8. Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36 roadway crossing. Show the levee elevations on the construction plans and ensure it is not modified per recent meeting discussion see also previous comment number #5. There are two different set of plan sheets (see sheet 19) for the work remove one and make consistent. The proposed roadway drains toward the canal with no inlets and the exiting Lowry road has swale pipes that must be redesigned. What is the elevation at the road connection?
9. Provide roadway traffic design for all off site impacts listed in the traffic study or as agreed in the developer agreement recently discussed with City staff.
10. Provide offsite water, sewer and reuse construction design to connect these components of the subdivision to the Public service or as identified in the developer agreement with the City recently discussed in the recent meeting.

11. Existing condition plan and boundary: Show existing roadway and canal right-of-way width and description to the South, North, East and West off the project boundary and within the project. Label all existing right-of-way.
12. There are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the construction plans and provide appropriate approval to vacate from that jurisdiction.
13. Construction plans all applicable sheets: Various tracts not labeled and lot and tract description must match the new plat. No block numbers have been provided on the construction plans and must be provided. Multiple same lot number within the same block are shown on the construction plans. Please revise.
14. All applicable sheets: For the MES pipe end treatments proposed there are RIM elevations shown please remove as it is not applicable or clarify accordingly. Correct length of pipes and show pipes to correct pond contour based on invent out elevation proposed.
15. Indicate on the construction plans the design speed for all roadways being designed. The response only provided the posted speed to be used on each street but the plans should indicate the design speed used.
16. Sheet 28: South east connection of proposed roadway with existing roadway (Willowbrook); Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections see comment #5 above.
17. East Side property line on all applicable sheets where there is an existing canal that will be partially filled in. Provide existing elevations at property line and in canal and add notes on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? What is the purpose of the canal and were does it discharge? What happens to the canal at the Parkway crossing and to the existing pipes shown but not labeled? Mitigate any offsite impacts see also previous comment #5.
18. On all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI must match (Please correct and make consistent). Should also match pavement grade or pavement slope when not at PVI. For the drainage inlets, the Rim elevation has been provided, but it is more useful to provide the throat elevations at the curb line. Please provide.
19. At all applicable bridge locations, revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify stopping sight distance requirements per FDOT Guidelines. Are blind driveway signs or stop ahead signs required for sudden vertical curves at bridge road locations or as applicable? Provide supporting calculations to support claim use worst case scenario.
20. Boundary survey and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans. Record survey should be provided in volume 1 construction plans. If this is not completed that a percent completed must be indicated on it with it purpose signed and sealed.
21. All applicable sheets with Cul-de-sac: continue profiles thru sewer rim, and drainage inlet to property lines. Provide grading requirement for cul-de-sac road slope and edge of road curbing on all applicable sheets.
22. Parkway pavement section; show 1ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI. See page 157.
23. All applicable sheets: Lowry curbing (F) curbing or miami? Clarify and make consistent. See sheet 157 cross section. Clarify start and end point of (F) curbing proposed along the bridge sections.

24. All applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.
25. Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer) for plans which are not final a note should be added on the plans indicating the percent completion of the plan and purpose of plan submittal. Final plans will be required to be signed and sealed.
26. Sheet 5 Revise note indicating were the cross sections can be found. They are on page 159 not 167. Add note that silt fence shall be installed within the project boundary not outside of it as depicted. On this sheet indicate which ponds will have elevation 0.0 per the note on the lake cross section. Provide a distance from the property line to the canal plug and the deer run outfall. Right of way use permit require from the City for connection to Lowry.
27. Sheet 6 DS-210 rim elevation is not consistent with road elevation please revise. Project outfall pipe 60" or 66" rcp or 43"x68"rcp? Please make consistent for construction and storm model. Why is there a rim on the outfall pipe end?

    Provide transition back to the Willowbrook road existing from the Parkway design west end and Sartori road existing.
28. Sheet 7 Rim elevations not applicable for MES DS-200 and DS-197. Provide alternative entrance design to Willowbrook and connections. If Parkway is not to be built by the project and not included in the developer agreement discussed at recent meeting which is now pending.
29. Sheet 9 Rim elevations not applicable for MES DS-493 Correct on all applicable sheets see also sheet10 DS-396. Revise willow brook road connections see comment number #5 terminate sidewalk accordingly. What is the elevation of the existing road at the connection? Signage has not been addressed at connection on sheet 174?
30. Sheet 10 DS-497 PVI 23.92 has no inlets at low point in the road. Please correct see also sheet 88.
31. Sheet 12 & 20 Please show off site road connection to exiting road and add signage and pavement markings accordingly see previous comment #5. There is an existing ditch along the east side of Sartori road show and identify modifications required.
32. Sheet 13 & 112 RML 06 end of road PVI at 21.80, SMH rim at 21.85 and DS-239 rim at 22.24 Verify drainage flow to inlet.What is the difference in elevation from the drainage inlet rim to the curb line throat? It should be consistent for all curb Inlets. What pavement slope is proposed?
33. Sheet 14 same comment as above for DS-377 check PVI and SMH rim and adjust accordingly. What is the name of the road?
34. Sheet 16 and 17 show existing canal on the east side with existing elevation see comment #5. What is the width of this canal (according to sheet 2-2 boundary survey I should be 40ft)? Show on the plans and add to section E-E on page 159. Check pond separation from canal and adjust accordingly. Check also drainage flow to inlet DS-397 rim 24.71 with PVI at 23.08 and SMH at 24.51 see also page 101. Adjust SMH rim at end of road RML30.
35. Sheet 18 and 36 Adjust elevation for DS-301 check PVI and SMH elevation.
36. Sheet 32 and 15 SMH 172 with PVI and inlet DS-377 check grading and flow to inlet and adjust accordingly.
37. Sheet 18, 35 and 137 correct drainage at end cul-de-sac check PVI, SMH184 and drainage inlet elevations.
38. Sheet 54 and all applicable locations design end of water main going off site.

39. Sheet 68 and all applicable sheets identify transition from Miami curbing to F type curbing at bridge sections per page157. Where does this curbing start and end?
40. Sheet 82 Show crossing of utility across C-36 with all construction required. Drainage from the site must drain to drainage system on site not drain to Tillman canal. What type of curbing is proposed along Lowry make consistent see page 157. Please transition curbing accordingly at offsite connection.
41. Sheet 83 DS-210, SMH 50 and PVI are not consistent at this location. Please revise accordingly on all applicable locations on the plans.
42. Sheet 89 SMH 53 at end of road RML 03 PVI to SMH rim has a slope of 4.2% and low pt in the road is just 0.26 lower than SMH about 300ft away not accounting for pavement cross slope. Please recheck and revise accordingly.
43. Sheet 92 SMH 188 rim elevation 24.97 not meeting pavement grade 25.4 noticeable in the profile see sheet 38. Please revise. Recommend providing the rim elevation of the SMH in the profiles.
44. Sheet 97 and all applicable sheets, show the canal banks in the profile at the bridge crossings. How is the slope vertical from elevation 23 to 8? Is a retaining wall proposed? Please clarify and provide additional design information.
45. Sheet 119; Is stopping sight distance sufficient at bridge crossing sta 10+40? Is a stop ahead sign required? Assume some staking and provide supporting calculation at all applicable locations.
46. Sheet 127 RML 14 check end of road drainage DS-327 and SMH-184 elevations and revise accordingly on all applicable locations.
47. Sheet 131 check end of road drainage. Adjust all applicable elevation in all applicable locations in the plan.
48. Sheet 132 check end of road drainage. Adjust all applicable elevation in all applicable location in the construction plan for RML 20.
49. Sheet 133 elevation of SMH 56 is near similar to PVI which is approximately 180ft away. Please correct for proper drainage.
50. Sheet 134 SMH 134 in RML-25 not at proper road grade will create hump. Please revise accordingly on all applicable sheets.
51. Sheet 134,135 and 136 offsite road connections. Verify visibility; add warning signs, pavement marking and signage appropriately. Verify all existing condition with survey information in item #5. Vertical curve will be needed for 134 and 135. What is the design speed on these segments?
52. Sheet 136 PVC 8" water main proposed below 43"x68"RCP with less than one foot of separation. What is the actual separation proposed? Recommend a stronger pipe is used or encasement even with the concrete saddle supports. Provide a detail of the concrete saddle support or indicate where it is located in the plans?
53. Sheet 139 DS491A and piping. Is rim elevation correct proposed in the 23.0 contour line? Is pipe length correct with length of 23 and invert 12.8? Correct at all applicable locations and show pipe end at correct location in the pond slope.
54. Sheet 143 and all applicable sheets clarify how lot grading will take place below roadway at bridge crossings? The detail call for a swale on site but the 2% in the r/w should be towards the road as the sidewalk is proposed in that location? Each lot must drain It's on lot. Recommend these lots are front to rear not type (C) rear to front with the low point in the driveway shown per the detail to prevent drainage to the garage. See also ordinance 185.186.

55. Sheet 143 and all applicable sheets; RML 23 type drainage (A) proposed lots 3,4,5,6 and 1 across the street. Front to rear or rear to front? For front to rear type (A) drainage a swale has to be provided on the rear. Revise on all applicable sheets accordingly.
56. Sheet 144RML 24 Sta 11+00 lots 1,2,7 and 8 Type A, B or C drainage? Same as previous comment. Please revise on all applicable sheets. Similar for sheet 145, for lots along the parkway A or C? Check also 149-156 similar issues
57. Sheet 146 check type A drainage should it be type B split or C rear to front?
58. Sheet 147 & 148 check type C drainage at bridge locations see previous comment number 54. Should these be type A?
59. Sheet 157 and all applicable plan and profile sheets, curbing (f) or Miami proposed along Lowry?
60. Sheet 158 Control structure pipe conflicts with sheet 6. Clarify what is to be built on all applicable sheets.
61. Sheet 158; for the wood flash board to be used for irrigation system on the control structure, provide a design for the irrigation system. If this system is not to be built initially, a note should be added that the flash board will not be used until the irrigation system comes on line and the applicable St. John permit modification is made.
62. Sheet 159 Section c-c please show Sartori road r/w, Sartori road and ditch on the east side. Both items believed to be on the subject property per information provided in the recent meeting. See also above comment #5.
63. Sheet 160 Provide additional lot grading details type (A and C). Also pleas revise Lowry connection per previous comment and make consistent see page 119. What is the length of this box culvert proposed?
64. Sheet 168. What is the elevation of the onsite sidewalk proposed? Inlets DS-11 and DS-9 Rim elevation 23.0 is the same as the top of bank of the pond? How is the drainage prevented from discharging directly to the pond banks? During the site plan submittal this plan will be reviewed further.
65. Sheet 170. Provide further detail to retain slope at bridge section. How is the slope retained from elevation 0 or 8 to 23? Provide additional detail for sidewalk connections along guardrails. Revise notes for proper project.
65. Sheet 171. Provide detail for utility crossing anchor support at bridge. What separation is proposed on the anchors and what separation is proposed on the utility lines? What is the bridge design loading? Please specify on the constructions plans. The plan view for the sidewalk at the bridge is not the same see sheet 81. Where are the guard rail and what is the separation road, guardrail and sidewalk? Are the hand rails at the sidewalk crossing in the bridge safe for pedestrian and bicycles? See FDOT index 851 and 861.
66. Sheet 171 Per Public works manual collector roadways shall have a minimum width of 12ft. Please revise as applicable on required bridge sections which are collector road (Lowry).
67. Sheet 172. During the construction of the box culvert and the canal plug erosion control should be added and should be included in the SWPPP.
68. Sheet 173 and all applicable sheets, Please provide double yellow stripping and rpm along Lowry as no lighting is proposed for this project. Identify with stripping any locations were passing will be allowed. Please provide 25ft double yellow lines at all side streets stop conditions to Lowry.
69. Sheet 173 and all applicable sheets, street crossing under nonstop condition shall be special emphasis and require warning signs. Revise accordingly.

70. Sheet 173 to 176 roadways with dead ends or no outlets have not been identified. Please provide appropriate signage.
71. Sheet 181 to 183; please revise round about stripping per current MUTCD update chap 36. Lines around the triangle median except for the front should be yellow. Revise yield triangle orientation to be perpendicular to travel way. Provide wide dotted extension lines not solid line at entrance to circulatory roundabout. Recommend adding pedestrian crossing at Roundabouts per MUTCD latest version.

Volume number#2 only

1. Sheet 2 to 11; Work is proposed outside of property owned by Rolling Meadow ranch. Please provide agreements with property owners for this work and perpetual drainage easement rights to Rolling Meadow lakes indicating whom is to maintain this canal system.
2. Sheet 2 to 11; please provide typical cross section of the flow way proposed or existing south and west of sta 9+00. If existing please provide the existing elevations. Include entire flow path to the west and indicate existing and proposed drainage easements or rights of way along the path.
3. Sheets 2 to 11; Canal side slopes proposed are 2 to 1 and need to be provided with erosion control until the area is permanently stabilized. Provide required items on the construction plans and indicate their location. How are these slopes to be stabilized?
4. Sheet 2 to 11; please label pipe length on all proposed pipes and ensure the lengths are adequate. What pipe end treatments are proposed to ensure minimum erosion?
5. Sheet 9 of 11 dirt roadway match point at sta 84+79 appears 0.5 off according to the survey data. Will the match point be raised? How does it affect the adjacent dirt road to the east? Show re-grading proposed accordingly on the plan view.
6. Sheet 9 of 11; For the proposed 60" RCP pipe at approximately sta 85+70 25ft LT what is the canal cross section dimensions and slopes proposed at this location on the sides and to the existing dirt road? According to section 84+35 on sheet 11 a minimum of 35ft is needed from the edge of the roadway to the center line of the flow way. It appears there is a shift in the size and center line alignment of the canal from the pipe location. The plan views only show the existing conditions. Please show the proposed conditions on the plan view. According to sections on sheet 11 the canal work will extend 100ft from the edge of the existing dirt road.
7. Sheet 1 to 10 of the Parkway design please provide grading of center median and shoulders. Per cross section provide in volume 1 the high point elevation of the swales have been provided but the locations have not been indicated on the construction plans. Please provide.
8. Sheet 1 of 10 and 10 of 10 Parkway sta 10+00 and sta 102 show how road will match existing conditions and elevation. It cannot be determined when the rest of the parkway will be designed or constructed and it should be designed to match existing conditions. Logical terminus or turn around and signage should be provided as needed.
9. Sheet 1 to 10 of the Parkway design. Please indicate on the plans the design and posted speed the design meets.
10. Sheet 5 of 10 and 9 of 10 Parkway design. According to FDOT manual of uniform minimum standards for design, construction and maintenance for streets and highways table 111-5 the change in grade minimum difference in PVI for a design speed of 65mph should not be more than 0.3 without a vertical curve. Revise accordingly in all applicable locations on the plans.

11. Sheet 1 to 10 Parkway design Please provide signage proposed at intersections as they have not been include with the Volume #1 and are not shown on these sheets. If no lighting is proposed RPM should also be provide as applicable per FDOT design standards.
12. Sheet 9 of 10 please revise sidewalk connection alignment to match sta 11+00 to the south development proposed.
13. Collector and Arterial roadways per 184.22(c) Of the City Land Development codes. Provisions for conduits crossing must be made and as part of the preliminary Plat process. Crossings for future utility must be shown on the construction plans and locations needed discussed with staff.

Plat comment review Volume #2

1. Plat phase one and all other phases. Plat phases shall be independent self sufficient of each other and all lots or tract created therein shall be provided water service, sewer service, access, drainage system, and other utility services. The Plat improvements must be constructed or surety for the improvements approved by the City and provided prior to the recordation of such plat. The plat phases shall be able to stand alone if needed and not be dependent of any other phase. Future developments shall be platted in future phases. Tracts or lots without adequate services shall not be platted until its corresponding phase.
2. Plat sheet cover on all applicable phases revise note to state project roadways are to be maintained by Rolling Meadow Lakes Homeowners Association, similar comment for tract area summary item ZZ(1 to 7), I, II, k, kk, p, w, and xx. Note public maintenance of roadway shall be approved per Land Development Code Chap. 182.0 and must take place after construction. Revise note #6, Dedications and tables summary accordingly.
3. Plat phase one Sheet 2 of 57 the parkway in the south portion of the property only includes approximately 150r/w. How is the other 50ft needed being provided? Dedication for the Parkway r/w needs to be revised to indicate to City of Palm Bay not Brevard County. The stipulation of this dedication must be discussed and approved in the City developer agreement.
4. Plat all Sheets: Label roadway names and all drainage, utility easements, lots, blocks and tracts proposed accordingly. This information will need to be reflected in the construction plans so it can be cross checked to ensure information is correct with construction design.
5. Plat sheets 19, 34 and 46 drainage easement in the parkway should be private not public. Note 14 of the plat covers the City should there be a need to access this area but the maintenance responsibility should be upon the project HOA.
6. Please provide HOA documents for City review.
7. Plat sheet 3 and all applicable plat phase sheets with dead end roads shall require roadway turn around rights meeting LDC 184.18 (B) 11 Please provide on all applicable sheets on the plats per phase proposed.
8. Phase one plat shows all the drainage ways being dedicated with this phase. Are all the drainage ways proposed to be completed within phase one? Overall phasing construction plans need to be provided to match the proposed plat infrastructures per phase see plat comment #1.
9. Plat sheet 53 Tract P is a right of way tract. Please change 15ft public drainage easement to private drainage easement. Is this easement needed on a right of way tract with no lots to a private drainage system?

10. Plat phase 2 sheet 9 Block 215 lot 18 permanent control point is shown at wrong location. Revise accordingly.
11. Plat phase 2 sheet 9 It appears there is curve data missing from the plat sheets. Please review and update accordingly. Example where can curve data c180 be found?
12. Plat phase3 sheets 8 and 9 and all other applicable plat sheets road lot frontage line data appears to be incorrect. This could be to rounding.
13. Plat sheet 5 and 18 phase 3 and all applicable plat sheets. Several parcels of land are not included as part of the Plat and it is not clear when these items will be built and it needs to be clarified per previous comment number #1 and 8. Example Tract P is not included in phase 3. It has been platted in phase one, does that mean it has been built in phase 1? When is the access to this peninsula provided when it is being platted in phase 3? Similar comment would apply to tract NN Page 21.
14. Are all the bridges to be built during construction phase one and prior to platting of phase one plat? All these tracts are included in phase one but it is not clear when they are to be built as they are not included in subsequent plats. Needs clarification per previous comment number 1 and 8.

LAND DEVELOPMENT (PLANNING) – Patrick Murphy

1) The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.

   Per discussion with the Land Development Director, we were instructed to submit the plan set, which we did on March 2, 2007. The City did not provide review comments until March 6, 2008 (over a year later). Recall extensive traffic modeling was occurring – which accounted for much of the delay and for the direction received from the City.

   The purpose of the statement [illegible] that the site may not be [illegible] existing trees [illegible] For the record, Mr. [illegible] title is Growth Management [illegible]

2) A tree survey is required showing all exceptional specimen trees.

   We know of no exceptional specimen trees existing on-site.

   [illegible] photographs show dense [illegible] of the property and scat[illegible] trees throughout other portions of the property. A tree survey, which is required, will let [illegible] as well as staff if any exceptional specimen trees exist on-site.

3) Indicate which phase(s) the developer intends to build the Parkway.

   As stated above, there is no existing Parkway to connect to. The owner is not obligated to construct the Parkway.

   Construction of the Parkway will be determined by [illegible]

4) Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.

The official name was changed from Palm Bay Parkway to St. Johns Heritage Parkway. Therefore, the name is consistent as presented.

The section of the Parkway that traverses through the jurisdictional boundaries of the City of Palm Bay is still known as the Palm Bay Parkway. If you have official documentation naming the section of the Parkway within the City of Palm Bay, please submit for staff review.

5) An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.

The Comp. Plan Ordinance for this property was processed as Ordinance # 2005-51 which provided for single family use. The Preliminary PUD processed by the City allowed multi-family in the SE portion of the site. We will require further discussion on this subject.

Ordinance No. 2005-51 amended the Comprehensive Plan Future Land Use Map from Residential 4B (Brevard County) to Single Family Residential Use (SFR). Therefore, only SFR Use (and those uses typically allowed under this use) is permitted on the entire property. Other uses such as multi-family residential, commercial, public, semi-public, etc. must be approved by City Council through another Comprehensive Plan Amendment. The Future Land Use is controlled by its designated Land Use, the intensity of that Use is controlled by the zoning.

6) Provide the number of lots in each phase.

A table has been added.

I found the table on Sheet 3 of the 17 plan sets, but not on the CD. Thank you.

7) May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.

Refer to Response #135 of the Land Development comments.

In response to your comment, we understood the plans to be submitted as "complete construction plans." However, the response was to Hector Ramos's comment informing you that development of recreational [illegible] and associated site plans. My comment was to let you know that PUD approval must be granted by City Council in addition and prior to approval of the site plans.

8) Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.

This analysis was provided during the public hearing phase for the PUD. Another copy is enclosed.

What you enclosed was an email discussion between you and yourself, neither of which is an employee of the Florida Department of Transportation. Please email us that has been designated as the official authority for making the requested determination. Also, as the alignment may not be geometrically

issue, the posted speed of this segment is the real concern. The City's Traffic Engineer will analyze this and respond accordingly.

9) This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.

Pursuant to discussion with the Director of Land Development, the commercial area shown on the plans was deemed sufficient. Recall other projects proposed + 80 acres of commercial just to the east near Babcock Street.

Thus, consistent with Mr. Watkins and I, 45 acres of commercial area (Tracts F & I on Sheet 50) is not sufficient for supporting 2,[illegible] residential units. Note the 80+ acres of commercial you refer to is no longer of that size. Note that the purpose of a PUD, as identified in Section 185.061, is to encourage the development of planned [illegible] communities that provide a full range of residence types [illegible] as well as commercial uses designed to serve the inhabitants of the planned unit development. Note that the uses are needed to support a development of the size such as public semi-public uses. Lastly, note this will be addressed in the future during the preliminary PUD approval process.

10) FLUE Policy FLU-8.30 requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.

Pursuant to discussion with the Director of Land Development, the Traffic Study was deemed sufficient. In addition, the study included proposed projects that are not proceeding.

FLUE 8.30 specifically required that the traffic study "analyze in detail the impacts of the project on Interstate 95, Malabar Road, Babcock Street, Lowe Road, Palm Bay Parkway and the intersections at Palm Bay Parkway and Babcock Street." The study did not analyze impacts to Interstate 95, Malabar Road or the Parkway. As a result, the Traffic Study does not meet the requirements of FLUE 8.30. There are [illegible] deficiencies in the study that [illegible] identified by the City's Traffic Engineer and will be [illegible] under his comments.

NEW COMMENTS:

11) Submit the Declaration of Covenants and Restrictions for staff review.
12) Provide the list of street names as approved by Brevard E-911. Please note that E-911 only has the authority to approve the street name; the designation ("road," "drive," "boulevard," etc.) is determined by the City of Palm Bay's Addressing Authority.
13) There are two (2) connections to Sartori Road, which is a Private Road owned by James Sartori. These connections are shown as Tract D and Tract G. Submit a letter from Mr. Sartori approving these connections.
14) Sheet 1 of 57 of the RML Phase I Plat provides a Tract Summary Table. There are thirteen tracts within this table that are listed as Future Development within the Use of Tract column. Please provide the proposed use for Tracts AA, C, E, EE, H, J, M, O, Q, T, UU, X and Z.
15) Condition #28 of this project's St. Johns River Water Management District (St. Johns) Permit (#4-009-15821-7) requires the recording of a conservation easement for the wetland mitigation areas (Tract U, the island and two upland preservation areas) which was completed. However, the Tract Summary Table identifies Tract A(7)A as Conservation Use, to be owned and maintained by St.

Johns. This Tract is located north of and adjacent to the point where the Parkway intersects the project's eastern property line. Official documentation from St. Johns shall be required acknowledging ownership and maintenance of this tract.

16) The topography maps (Sheets 1-12) were drawn on 8/24/05 using data collected roughly 4.5 years ago. As evidenced from recent aerial photography, extensive earth moving has taken place since then. Revised topographic maps shall be submitted to reflect what is current.
17) On Sheet 1 of the plat for each phase, please provide the total acreage of the phase immediately following the Description of Property.
18) Section 185.064(C) states, "All common open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of the residential structures." Tract L, the main amenity, is shown to be developed in the third phase – after 46% of the residential units have been completed. Staff does not believe this concurs with the above Code Requirement and thus recommends that Tract L be completed with Phase I, or at the least, prior to the start of Phase 2.

19) Staff recommends that after Preliminary PUD approval is granted by City Council for the overall project that each Phase and Amenity/Recreation development be sent individually to City Council for Final PUD approval and subsequent recordings.
20) Staff reserves the right to make additional comments during PUD and plat reviews for each phase accordingly.

LAND DEVELOPMENT (TRAFFIC) – Kwabena Ofosu

Planned Improvements:
The widening of Babcock south of Malabar is currently in design (FDOT/ County), and may have been forwarded in the Stimulus program. It may be eligible for consideration in this study. The applicant may want to check with FDOT.

Table3:
The County segments have adopted LOS of E. This would be for Babcock, Grant, ad Micco.

Trip Generation:
No commercial, no offices are mentioned.

Trip Distribution:
The distribution onto the west approach of San Filippo at San Filippo/ Lowry. Even thought the Palm Bay Parkway is not considered in this study, 43% is still too high. The land uses, travel patterns, employment centers etc cannot justify the 43% distribution.

Trip Distribution:
Based on the previous comment it is projected that 4,043 trip will be distributed onto San Filippo west of Lowry. This needs further proof.

2016 Build-Out Traffic:
The Krocker-Flamm project has apparently been shelved. A relevant project to be included in the background / vested trips would be Waterstone PUD

Future Condition:

Unsignalized Intersections: With the proposed 5-laning of Babcock, the intersection improvements at San Filippo/ Lowry, and Babcock/ Willowbrook (Parkway), the following intersections still fail (as in appendix G).

Babcock/ Parkway (F on eastbound approach)
Babcock/ Cogan (F on eastbound approach)
Babcock/ Grant (F on eastbound and westbound approaches)
San Filippo/ Lowry (F on Lowry approach)

Roadway Segment Analysis:

No further improvements are recommended for Lowry Bl, even though the intersection with San Filippo fails in spite of the intersection improvements and the fact that Rolling Meadow Lakes is adding 10,907 trips onto Lowry?

Table 9 shows Palm Bay Parkway with 4 lanes, achieving a LOS of B for the segment. Earlier in the report however it is stated the Parkway is not considered in this study. Therefore what is called the Parkway is Willowbrook which is 2-lane undivided.

Identified Improvements:

The study identified the following improvements to be implemented by the applicant for the future condition;

Northbound left turn and right turn lanes at Lowry/ San Filippo
Eastbound right turn lane at Lowry/ San Filippo
Westbound left turn lane at Lowry/ San Filippo
Eastbound left turn lane at Babcock/ Willowbrook
5-laning of Babcock Street from Willowbrook to Foundation Park Bl

Proportionate Fair Share:

The Prop Fair Share proposal is still in the works according to page 14. The City will need to review and approve the prop fair share calculations.

As stated on p. 16, Babcock from Valkaria to Foundation Park is expected to exceed adopted capacity before the addition of Rolling Meadow Lakes traffic. This will result in a credit to Rolling Meadow Lakes in the Prop far Share calculation.

FLOODPLAIN MANAGEMENT – Jim Williams

1. The approved subdivision site plan should be used for the CLOMA application to remove the entire site from the special flood hazard area.
2. The base flood elevation in the notes on sheet 4 is 22.9 but the BFE on firm panel 595 E is 22.0. Please clarify.
3. The lowest proposed street elevation is 21.8, which is lower than the BFE of 22 and more than a foot below your BFE of 22.9. Please clarify.
4. On page 151-RML 04. STA. 27+00, Lot 1 & 2, and also page 154- RML 03, STA. 84+00, Lot 12 & 13, the difference on the finish floor elevations exceed one foot.

Revise and check all lots FFE to conform with ordinance 174.073 (A) (3).

FIRE – Mike Couture

1. No Comments.

PUBLIC WORKS – Lori Parker

1. Right-of –Way Use permit application and fee due (tie into Lowry Blvd ROW) $284.00 (as of 10-01-09)

UTILITIES – Edward Roske

1. Prior to site plan approval, a City of Palm Bay "Utility Agreement" shall be executed between the Owner/Developer and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid prior to the plan being approved. All fees are subject to change annually.
2. All utility construction shall be in accordance with the latest revision of the City of Palm Bay Utility Department Policies, Procedures and Standards Handbook.
3. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.
4. The City of Palm Bay Utilities Inspector must be notified 48 hours prior to any utilities work.
5. Show offsite water and sewer utilities design. Show pipe color, material, size, valves, blow offs, fittings, etc.

    a. Developer will need to design and construct the extension of the transmission sewer main from the existing City utilities to the subdivision at their expense.

    b. Developer will need to design and construct the extension of the transmission water mains from the existing City utilities to the subdivision at their expense. Two connections will be required for looping of the system.

6. Show Master Irrigation Plan so that it can be verified to be compatible with future reuse irrigation. Show pipe color, material, size, valves, blow offs, fittings, etc.
7. Add block numbers to more easily identify lot locations.
8. Update L/S calculations to reflect only the Troutman Wastewater Treatment Plant and Troutman Water Reclamation Facility. Plans to build the South Regional Water Reclamation Facility are not definite.
9. Review all details and use only the most current Standard Details. Many were found to be outdated. A copy of the latest Details can be furnished upon request.

Sewer:

1. Sheet 23: Change double to single gravity service for lot 14 at the corner of RML01/RML06.
2. Sheet 24: Double gravity service not needed for lot 6 at the corner of RML23/RML02.
3. Sheet 24: Does unnamed lot on RML23 need gravity service?
4. Sheet 24: Change double to single gravity service for lot 1 at the corner of RML02/RML05.
5. Sheet 25: Show gravity service to lot 17 on RML01, next to L/S #6.

6. Sheet 26: Provide double services wherever possible
7. Sheet 26: SMH-224 must be a drop inlet MH
8. Sheet 27: Change double to single gravity service in lot 9 at the corner of RML02/RML25.
9. Sheet 27: Change double to single gravity service in lot 21 at the corner of RML02/RML25.
10. Sheet 28: Change service on Lot 6 on RML07 to a double service to include Lot 5
11. Sheet 28: Change to a single service for Lot 26 near the corner of RML02/RML05
12. Sheet 28: Change double to single gravity service in lot 21 at the corner of RML05/RML25.
13. Sheet 30: Change double to single gravity service in lot 10 at the corner of RML01/RML10.
14. Sheet 31: Change double to single gravity service in lot 1 at the corner of RML04/RML07.
15. Sheet 31: Change double to single gravity service in Lot 2/3 to serve Lot 2 at the corner of
16. Sheet 31/32: Change double to single gravity service in Lot 13 at the corner of RML04/RML19.
17. Sheet 31/32: Add single gravity service in Lot 1 at the corner of RML04/RML19.
18. Sheet 33: Add single gravity service in Lot 1 at the corner of RML03/RML01.
19. Sheet 34: Clean up text at cul-de-sac.
20. Sheet 35: Change double to single gravity service in Lot 17 near Lowry and RML03.
21. Sheet 35: Change double to single gravity service in Lot 1 near Lowry and RML03.
22. Sheet 35: Change double to single gravity service in Lot 5/6 near cul-de-sac and RML13.
23. Sheet 35: Change double to single gravity service in Lot 6/7 near cul-de-sac and RML13.
24. Sheet 37: Add single gravity service in Lot 17 near corner of RML01/RML27.
25. Sheet 37: Change double to single gravity service in Lot 10 near corner of RML01/RML10.

Water:

1. All appropriate sheets: Show 2" water service to Lift Stations.
2. Sheet 40: Move 10" gate valve from Lot 6 S to Lot 4 next to hydrant on RML 01
3. Sheet 40: Remove 10" gate valve from Lot 3, RML01
4. Sheet 40: Move 10" gate valve from Lot 13 W to Lot 18 next to hydrant on RML 01
5. Sheet 40: Move hydrant from Lot 13 W to Lot 17, RML02
6. Sheet 40: Add hydrant at Lot 9 next to 6" gate valve, RML02
7. Sheet 40: Move 6" gate valve from Lot 11 to Lot 10 next to hydrant on RML 03
8. Sheet 41: Move 10" gate valve from Lot 10 E to Lot 2 next to hydrant on RML 03
9. Sheet 41: Move 10" gate valve from Lot 5 W to Lot 7 next to hydrant on RML 01
10. Sheet 41: Move hydrant from Lot 6 W to Lot 9, next to 8" gate valve on RML02
11. Sheet 41: Add 10" gate valve W of 24"x10" tee
12. Sheet 41: Change double to single water service for Lot 11 near corner of RML02/RML23.
13. Sheet 41: Do two lots on corner of RML01/Lowry need water service?
14. Sheet 41: Does lot on cul-de-sac of RML23 need water service?
15. Sheet 42: Add two 8" gate valve at 8"x6" tee Lot 1 RML05
16. Sheet 42: Move 8" gate valve from Lot 11 E to Lot 14 next to hydrant on RML05
17. Sheet 42: Move 10" gate valve from Lot 7 E to Lot 3 next to hydrant on RML01
18. Sheet 42: Move 10" gate valve from Lot 14 E to Lot 7 next to hydrant on RML01
19. Sheet 42: Remove 10" gate valve at Lot 3 on RML01
20. Sheet 42: Move 10" gate valve from Lot 11 N to Lot 9 next to hydrant on RML01
21. Sheet 42: Add 16" GV W of 16x10 cross on RML02
22. Sheet 42: Do two lots on corner of RML01/RML02 need water service?
23. Sheet 43: Change single to double water service wherever possible.
24. Sheet 43: Identify two 16" GV Sta. 9+00/11+00
25. Sheet 43: Add a 12" G.V. E of 12x16 tee at Lot 20 on RMLMF1
26. Sheet 43: Move 12" GV at Lot 18 S to Lot 20 next to hydrant on RML MF3

27. Sheet 44: Add 12" GV at Lot 36/1 next to hydrant on RML05
28. Sheet 44: Add 12" GV at Lot 4 next to hydrant on RML05
29. Sheet 44: Add two 16" GV at 16"x8" tee on Lots 21 on RML02
30. Sheet 44: Add 16" GV at 16x10 cross at Lots 02/01 on RML02
31. Sheet 44:Identify 16" GV from Lot 7 N to Lot 10 next to hydrant on RML02
32. Sheet 44: Move hydrant from lot 12 N to lot 08 next to hydrant on RML 01
33. Sheet 44: Move 10" GV from Lot 7 N to Lot 10 next to hydrant on RML08
34. Sheet 44: Change single to double water service wherever possible.
35. Sheet 45: Add hydrant assembly at Lot 4 on RML07
36. Sheet 45: Change single to double water service wherever possible.
37. Sheet 45: Move hydrant at Lot 9 N to Lot 6 next to GV onRML07
38. Sheet 45: Move hydrant at lot 3 S to lot 1 next to 10" GV on RML03
39. Sheet 45: Add 10" GV at Lot 12 S of 10x6 tee at lot 03/21 on RML 03
40. Sheet 45: Remove 10" GV at Lot 6 on RML 03
41. Sheet 45: Add 16" GV E of 16x12 cross at Sta. 55+25 on RML 02
42. Sheet 45: Add 12" GV at Lot 17 next to hydrant on RML 05
43. Sheet 46: Add 10" GV S of 10" tee lot 14 on RML01
44. Sheet 46: Move hydrant from Lot 15 S to lot 17 next to GV on RML01
45. Sheet 46: Add 10" GV N of 10x6 tee lot 8 on RML01
46. Sheet 46: Move 8" GV from Lot 11 N to Lot 13 next to hydrant on RML06
47. Sheet 46: Remove 8" GV at Lot 6 on RML06
48. Sheet 47: Move 10" GV from Lot 1 N to Lot5 next to hydrant on RML01
49. Sheet 47: Remove 10" GV from Lot8 on RML 01
50. Sheet 47: Move valve from Lot 1 to lot 11 next to hydrant on RML 06
51. Sheet 47: Change 6" GV at Lot 7 to an 8" GV on RML 06
52. Sheet 47: Show water service for Lot 6-9 near corner of RML01/RML10.
53. Sheet 48: Change single to double water service for Lot 1,2, 5, and 6 near corner of RML01/RML10.
54. Sheet 48: Show water service for Lot 3 near corner of RML07/RML04.
55. Sheet 48: Move 6" hydrant from Lot 3 to Lot 6 next to valve on RML07
56. Sheet 48: Add 6" GV S of 8x6 tee at lots 07/04 on RML 07
57. Sheet 48: Move 10" GV at Lot 5 N to Lot 8 next to hydrant on RML 03
58. Sheet 48: Move hydrant from Lot 10 S to Lot 8 next to GV on RML03
59. Sheet 48: Move 10" GV from Lot 12 N to Lot 3 next to hydrant on RML03
60. Sheet 48/49: Add 10" GV W of 10x6 tee on Lots 04/19 on RML04
61. Sheet 49: Move 10" GV from Lot 8 E to Lot 9 next to hydrant on RML04
62. Sheet 49: Change double to single water service for Lot 1 near corner of RML15/RML09.
63. Sheet 49: Move 6" GV from lot 12 E to lot 9 next to hydrant on RML14
64. Sheet 49: Move hydrant from lot 14 E to lot 8 next to GV on RML 14
65. Sheet49/50: Move hydrant from lot 5 W to lot 9 next to GV on RML14
66. Sheet49/50: Identify 6" GV E of 10" Cross on Lots 04/08 on RML04
67. Sheet49/50: Identify 8x6 Tee, 8" GV, 6" GV at lots 08/18 on RML08
68. Sheet49/50: Move hydrant from Lot 13 S to Lot 10 next to GV on RML08
69. Sheet49/50: Add 10" GV W of 10x8 cross at lots 03/08 on RML08
70. Sheet49/50: Move hydrant from lot 6 E to lot 9 next to hydrant on RML03
71. Sheet 50: Move hydrant from lot 13 W to lot 8 next to GV on RML04
72. Sheet 51: Move GV from Lot 7 N to Lot1 next to hydrant on RML08
73. Sheet 51: Move GV from Lot 13 N to Lot 10 next to hydrant on RML30
74. Sheet 51: Move GV from lot 10 E to lot 14 next to hydrant on RML30
75. Sheet 52: Identify 10x6 Tee, 6" GV at Sta 92+00 on RML03

76. Sheet 52: Add 10" GV W of 10x6 tee at sta 92+00 on RML03
77. Sheet 52: Move GV from Lot 7 W to Lot 1 next to 10x6 tee on RML03
78. Sheet 53: Move GV from lot 9 E to Lot 12 next to hydrant on RML01
79. Sheet 54: Move GV from Lot 7 E to lot 14 next to hydrant on RML01
80. Sheet 54: Show 10" GV S of 10" tee sta 158+00 on RML01
81. Sheet 54:Identify 10" pipe from Sta 10+00 to 13+00 on RML27
82. Sheet 54: Add 10" GV at Sta. 10+50 +/- on RML27
83. Sheet 54: Add 10" GV at Sta. 11+50 +/- on RML27
84. Sheet 54: Add 10" end caps with 2" blow off at Sta. 10+00 on RML27
85. Sheet 54: Change single to double water service for Lot 3, 4, 7, and 8 on cul-de-sac of RML12.
86. Sheet 54: Show water service for Lot 7-17 on RML01.
87. Sheet 40: Add 10" GV on RML 06 near at Sta 20+00
88. Sheet 41/45: Remove 24" GV on Lowry at Sta. 27+00
89. Sheet 42: Identify 16" GV Sta. 74+50 RML 02
90. Sheet 43: Remove 16" GV on RML02 at Sta. 11+00
91. Sheet 45: Move GV on RML02 at Sta 53+00 to W of cross at Sta 55+00
92. Sheet 45: Remove GV on RML02 at Sta 52+00
93. Sheet 45: Remove 24" GV on Lowry at Sta. 40+00
94. Sheet 45: Identify air release valve at Sta 41+00
95. Sheet 48: Remove 24" GV on Lowry near Sta. 61+50
96. Sheet 48: Remove 24" GV on Lowry near Sta. 53+50
97. Sheet 48: Move 24" GV on Lowry between two tees to North of Tee near Sta. 49+00
98. Sheet 48: Remove two 10" GV at Sta 20+50 and 21+50 on RML 04
99. Sheet 49: Move service on other side of GV at the end of RML 14 cul-de-sac
100. Sheet 49: Add 8" GV on RML08 Sta 25+00
101. Sheet 52: Add 8" GV on RML09 Sta 29+00
102. Sheet49/50: Move 10" GV on RML03 at Sta 115+00 to cross at Sta. 113+00
103. Sheet 50: Remove 10" GV at RML 03 at Sta. 116+00
104. Sheet 50: Move service on other side of GV at the end of RML 30 cul-de-sac
105. Sheet 52: Remove three 24: GV on Lowry at Sta 67+50, 80+00, and 82+00
106. Sheet 52: Remove 10" GV on RML09 at Sta12+00
107. Sheet 52: Add 10" GV on RML30 E of tee at Sta. 13+00
108. Sheet 52: Add 10" GV on RML01 at Sta 198+00 E of tee
109. Sheet 55: Show profile of gravity sewer between SMH-154 to SMH-153
110. Sheet 56: Install air release valve on FM at Sta. 32+40
111. Sheet 59: Install air release valve on FM at Sta. 61+20
112. Sheet 62: Show gravity sewer profile at Sta. 109+50 to 110+00
113. Sheet 63: Install air release valve on FM at Sta.115+90
114. Sheet 64: Install air release valve on FM at Sta.123+20
115. Sheet 64: Install air release valve on FM at Sta. 129+70
116. Sheet 64: Install air release valve on FM at Sta.134+80
117. Sheet 65: Install air release valve on FM at Sta.141+30
118. Sheet 66: Install air release valve on FM at Sta.154+10
119. Sheet 67: Install air release valve on FM at Sta.162+10
120. Sheet 68: Install air release valve on FM at Sta.181+70
121. Sheet 71: Install air release valve on FM at Sta.211+80
122. Sheet 92: Show gravity sewer profile from Sta 59+00 to 60+00
123. Sheet 93: Install air release valve on FM at Sta.71+20
124. Sheet 95: Install air release valve on FM at Sta.87+40 with vent offset to grass

COVER LETTER EXHIBIT 11

§ 185.060 DEFINITIONS

FINAL DEVELOPMENT PLAN. The development plan approved by the City Council and recorded with the clerk of the circuit court of the county according to the provisions of this chapter.

FINAL DEVELOPMENT PLAN APPLICATION. The application for approval of the development plan and for approval of the required exhibits as specified in this chapter.

§ 185.067 PROCEDURE FOR SECURING APPROVAL OF A FINAL DEVELOPMENT PLAN.

The developer shall have one (1) year from the approval of the preliminary development plan for a planned unit development zone in which to file a final development plan application. At the request of the developer, and for good cause shown, the City Council may extend the period required for the filing of the application for a time certain not to exceed one (1) year. The final development plan application may request approval for the entire planned unit development plan or any stage. If approval is not requested for the entire planned unit development, the developer shall have one (1) year from approval of the final development plan application to file another final development plan application for approval of any or all of the remaining stages specified in the preliminary development plan. At the request of the developer, and for good cause shown, the City Council may extend for a time certain not to exceed one (1) year, the period for the filing of the application.

(A) *Required exhibits.* The exhibits identified in § 185.066(B)(2)(a) shall be attached to the final development plan application.

(1) In addition to the requirements of (A) above, a boundary and topographic map shall be submitted and shall include the location, size and type of all trees (per the standards identified in Chapter 180).

(2) Development schedule. The development schedule shall contain the following information:

(a) The order of construction of the proposed stages delineated in the development plan.

(b) The proposed date for the beginning of construction of such stages.

(c) The proposed date for the completion of construction on such stages.

(d) The proposed schedule for the construction and improvement of common open space within such stages, including any complementary buildings.

(3) Deed restrictions. Deed restriction proposals to preserve the character of the common open space as set forth in § 185.064. The deed restrictions shall include a prohibition against partition by any residential property owner.

(4) Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in the land.

(5) Title opinion. A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

(B) *Procedure.*

(1) A fee as established by resolution pursuant to § 169.004 shall accompany the final development plan application for the purpose of administration, additionally, engineering, **plat filing**, necessary copies and travel fees will be incurred.

(2) The Planning and Zoning Board shall recommend the approval, approval subject to conditions, or disapproval of the final development plan with the preliminary development plan, the sufficiency and accurateness of the required exhibits, and the requirements and purposes of this subchapter and any other applicable provision of this code of ordinances and any other regulation of the city. The Planning and Zoning Board shall recommend the approval, approval subject to change, or denial of the final development plan.

(3) The City Council shall review the recommendations of the Planning and Zoning Board at a regular public hearing of the City Council and shall approve, approve subject to conditions, or deny the final development plan application. The final development plan approval shall constitute a PUD rezoning enacted by Ordinance. The final development plan shall be binding upon the land contained with the plan. Any proposed modifications to the final development plan shall be submitted to the Growth Management Director for determination of departure. If determined to be a substantial deviation from the approved final development plan, the applicant must receive Final PUD approval from City Council for such deviation.

(C) *Recording of final development plan.*

(1) After approval by the City Council of the final development plan application, the City Clerk shall see that **all requirements of Fla. Stat. Ch. 177** have been complied with before the final development plan is recorded in the public records of the county.

(2) The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of a final development plan of a planned unit development, or portion thereof, that has not been given final approval by the City Council and recorded in the official records of the county is prohibited. The description by metes and bounds in the instrument of transfer or other documents shall not exempt the transaction from such prohibition.

('74 Code, § 25-132(h)) (Ord. 89- 08, passed 4-27-89; Am. Ord. 2006-10, passed 2-2-06; Am. Ord. 2016-02, passed 1-19-16; Am. Ord. 2016-17, passed 4-21-16; Am. Ord. 2016-75, passed 11-17-16; Am. Ord. 2017-16, passed 2-16-17)

§ 184.08 FINAL SUBDIVISION PLAT.

(A) *Application procedure.* Following the approval of the preliminary plat, the applicant if he/she wishes to proceed with the subdivision, shall submit an **application for final plat approval to the Land Development office**. Such an application must be made on forms available from the City's Community Planning and Economic Development office. The application must be complete and accompanied by two (2) copies of the final plat and **construction plans** as described in these regulations, a CD or other approved electronic copy of the plat, a filing fee, and a list of all owners of adjacent property and/or property directly opposite of the proposed subdivision. Such property owner information shall be obtained from the most recent County Tax Appraiser's rolls.

(B) *Final plat to conform to preliminary plat.* The final plat shall conform substantially to the preliminary plat as approved, and if desired by the subdivider, it may constitute only that portion of the approved preliminary plat which he/she proposes to record and develop at the time, if such portion conforms to the requirements of this chapter.

(C) *Application processing.* The processing of the final plat application will be substantially the same as the processing of the preliminary plat application described previously in § 184.07.

(D) *Public meetings.* The final plat application shall be heard by the Planning and Zoning Board at its regular meeting in the month following the submittal deadline date. Courtesy notice letters of the meeting are to be sent to the owners of abutting and opposite properties of the proposed subdivision. Failure to mail or receive such courtesy notice shall not affect any action or proceedings taken however. Notice of such a meeting shall also be posted on the property for which subdivision is sought.

(E) ***Final approval.*** After the **Planning and Zoning Board has reviewed the final plat** and **construction plans,** the city staff report with its recommendations, and testimony and exhibits submitted at the public meeting, the Planning and Zoning Board shall forward its recommendations for final action to the City Council. Upon receiving the recommendation of the Planning and Zoning Board including the city's staff report, **the City Council shall hold a public meeting and shall act to either approve, approve with conditions, or disapprove such application.**

(Ord. 96-05, passed 2-15-96; Am. Ord. 2016-32, passed 5-19-16)

§ 184.09 SIGNING AND RECORDING OF SUBDIVISION PLAT.

(A) *Signing of the plat.*

(1) When a bond is required, city officials (City Clerk, City Surveyor, and Mayor) shall endorse approval on the plat after the bond has been approved by the City Attorney and City Engineer, and all the conditions of approval pertaining to the plat have been satisfied.

(2) When installation of improvements is required, city officials (City Clerk and Mayor) shall endorse approval on the plat after all conditions of approval on the plat have been satisfied and all improvements satisfactorily completed. There shall be

written evidence or certificate of completion that the required public facilities have been installed in manner satisfactory to the City's Public Works Director and/or his/her designee and that the necessary dedication of public lands and improvements has been accomplished.

(B) *Recording of the subdivision plat.* Upon the signing of the **reproducible mylar** of the plat by the appropriate city officials, the subdivider shall file the plat with the County Clerk of Records within thirty (30) days of the date of the last signature. After filing the plat with the County Clerk of Records, the subdivider shall provide the City Clerk's office with a reproducible mylar of the recorded plat and three (3) prints of the plat. The **mylars** and prints are then to be forwarded to the appropriate city departments for their files.

(Ord. 96-05, passed 2-15-96; Am. Ord. 2016-32, passed 5-19-16)

§ 184.28 FINAL SUBDIVISION PLAT AND CONSTRUCTION PLANS.

(A) *Submission.* Three (3) copies of the final plat, a CD or other approved electronic copy of the plat **and construction plans** shall be submitted with a **completed application** to the Land Development office. The final plat shall be drawn in ink on tracing cloth on sheets twenty- four (24) inches wide by thirty (30) inches long and shall be at a scale of two hundred (200) feet to one (1) inch or larger with a preferred scale of one hundred (100) feet to one (1) inch. Where necessary, the plat may be on several sheets accompanied by an index sheet.

(B) *Design and contents of the final plat.* The final plat and construction plans for the subdivision shall be designed and in conformity with the design standards established herein and must show the following information:

(1) The final plat shall be prepared in conformance with the requirements of the applicable Florida Statute;

(2) The primary control points, approved by the City Engineer, or descriptions and "ties" to such control points to which all dimensions, angles, bearings and similar data on the plat shall be referred;

(3) The tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites, with accurate dimensions, bearing or deflection angles, and radii, arcs and central angles of all curves;

(4) The name and right-of-way width of each street or other right-of-way;

(5) The location, dimensions and purpose of any easement;

(6) Numbers or letters to identify each lot or site;

(7) The purpose for which sites, other than residential lots, are dedicated or reserved;

(8) The location of monuments;

(9) Reference to any recorded subdivision plat of adjoining platted land by plat book, page and number;

(10) A certification of a surveyor as to the accuracy of the survey and plat;

(11) A certification of title showing that the applicant is the landowner;

(12) Statements by the owner dedicating streets, rights-of-way and any sites for public uses.

(C) Design and contents of the construction plans. The construction plans shall show the following information:

(1) The title, scale, north arrow and datum;

(2) The plans of streets and drainage showing grades approved by the City Engineer and any other public improvements; such plans shall be drawn to city standard scales and elevations and shall be based on datum plane approved by the City Engineer and shall be in conformance with the design specifications of the Public Works Manual of the city.

(3) Two copies of stormwater calculations.

(4) A tree survey meeting the requirements of Chapter 180, trees and shrubbery.

(Ord. 96-05, passed 2-15-96; Am. Ord. 2016-32, passed 5-19-16)

B.S.E. CONSULTANTS, INC.
Consulting – Engineering – Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

April 18, 2014

Via E-mail
Mr. Dave Watkins
City of Palm Bay
Growth Management Department
120 Malabar Road
Palm Bay, FL 32907

Re: ***Rolling Meadow Lakes***
Approval History, Current Status and Projection
B.S.E. File # 87020.02

Dear Dave:

Thanks for the time yesterday. We are anxious to move forward and secure final approvals. As discussed, below please find a short narrative of project history, current status and our projection for reaching final approvals.

A. City Council Preliminary PUD approval: October 20, 2005 (Case # PUD-39-2005)

B. Submittal of Final PUD Application: March 2, 2007.
- Last City comments issued January 8, 2010.
- These were not responded to due to the downturn in the economy.
- Comments were noted by BSE to be not material in nature; however, there are many comments and we do not control the quality of the comments.

C. Petition to vacate underlying old plat, easements and right-of-way submitted: December 23, 2009.
- Re-filed this application on January 15, 2010 to the Growth Management Department.
- Sent copy of full application package to Growth Management Department again on May 31, 2012.
- Probable schedule is May 15, 2014 for Council action.

D. Commenced Development Agreement discussions on January 20, 2010 – basic outline for discussion attached.
- Completed two previous traffic studies.
- September 29, 2011 meeting with utilities – October 10, 2011 recap.

E. Revised traffic study dated March 2011 submitted with acknowledgement and acceptance of recommendations.

Civil – Agricultural – Transportation – Utility – Site Planning – Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 – Fax (321) 723-1159
Toll Free – 1-800-523-4BSE (4273)
info@bseconsult.com

F. Updated plan: February 4, 2013.

G. Growth Management meets with police/fire; no sites desired at Rolling Meadow Lakes.

H. Growth Management and BSE meeting with Utility Department Staff: May 2, 2013.

- **Sewer** will be to Babcock Street. We included this as an alternate some time ago. That design is conceptually complete but will need to be finalized. The City will not be constructing the sewer plant north of us for some time. The City currently has incoming flow of 3 MGD with current capacity of 5.2 MGD expandable to 6 MGD at the Troutman Plant. The City said they would re-direct flow sometime in the future.
- **Water** is currently available at the southeast edge of the green area on the attached City Water Master Plan labeled as I-12 / I-17. Segment #8 and #15 must be constructed to reach the north end of Rolling Meadow Lakes. Segment #8 is a 24" line and #15 is a 16" line which would run through our project, Lowry Street to the Parkway. The Parkway line is not shown on this map; however, the City said it is to be a 12" interconnection between our Lowry Street and a 16" line that is to run south on Babcock Street. The City has the 24" and 16" lines to San Filippo permitted and designed. We would need to design and permit from there south.
- **Reuse** – After much discussion, Utility Staff once again understand we will not have reuse and it will be in the Agreement.
- **Equivalent Residential Connections** – The City has recently downside water and sewer demand from:
  - Water from 275 GPD to 225 GPD
  - Sewer from 220 GPD to 210 GPD

  This decreases line sizes and we will need to take this into account when adjusting project potable water and sanitary sewer (lift station/force main) sizes as it will potentially reduce our proportionate share of water lines and may decrease Rolling Meadow Lakes' direct cost for sanitary sewer pump stations and force mains.

I. Public works meeting recap from Elia Twigg dated June 4, 2013 is attached.

J. Melbourne-Tillman permits (15 years for utility installation).

- Obtained for Rolling Meadow Lakes and the City for utility installation.
- For Lowry crossing – information generated, reviewed and approved – permit not issued -- mid-2011.

K. St. Johns permit issued October 14, 2008; Extended to October 14, 2018.

L. Development Agreement is ± 95% complete.

M. Proceed with Preliminary and Final PUD along with the Development Agreement; Target summer Council 2014 meeting.

Should you have any questions, feel free to contact me.

Very truly yours,

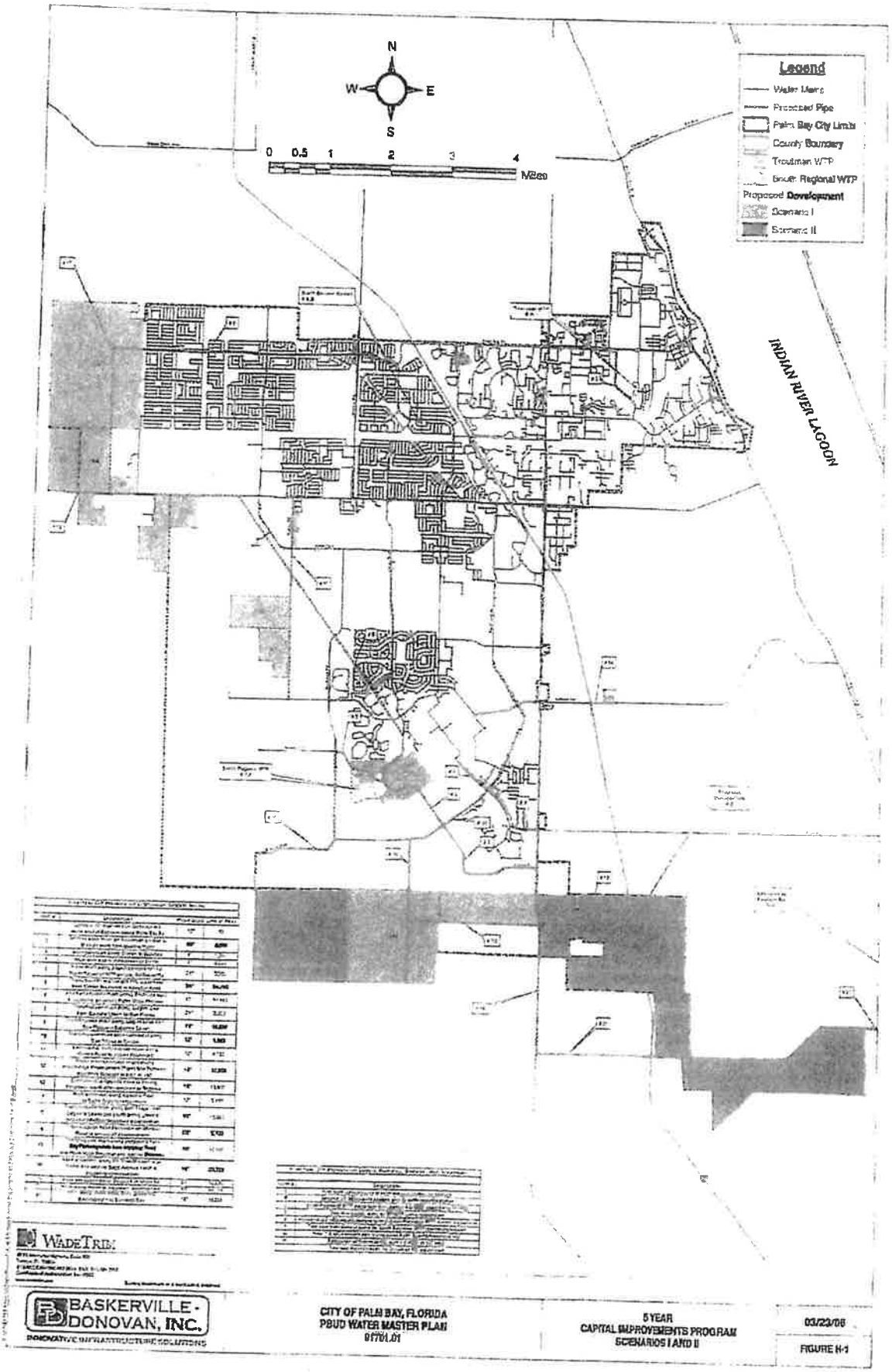
Scott M. Glaubitz P.E. P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jab
87020.02.city.corr.14-s2882.apr

cc: Andy Machata, Rolling Meadow Ranch, Inc.

Enclosures: City of Palm Bay Water Master Plan
Public Works meeting recap from Elia Twigg dated 6/4/13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Miles
Legend
Water Mains
Proposed Pipe
Palm Bay City Limits
County Boundary
Troutman WTP
South Regional WTP
Proposed Development
Scenario I
Scenario II
INDIAN RIVER LAGOON
WADETRIB
BASKERVILLE-DONOVAN, INC.
CITY OF PALM BAY, FLORIDA
PBUD WATER MASTER PLAN
07701.01
5 YEAR
CAPITAL IMPROVEMENTS PROGRAM
SCENARIOS I AND II
03/22/06
FIGURE H-1

WATER

Julie Bernal

From: Scott Glaubitz
Sent: Tuesday, June 04, 2013 8:44 AM
To: Elia Twigg; Mike McCabe; Dave Watkins
Cc: Julie Bernal
Subject: RE: 13-06-03/M - Rolling Meadow PUD

Thank you. I got behind this morning and will not forward the water management stuff to you until Thursday.....

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.
312 S Harbor City Blvd.,
Melbourne, FL 32901
Phone: 321-725-3674
Fax: 321-723-1159
Cell: 321-403-1436

From: Elia Twigg [mailto:twiggе@palmbayflorida.org]
Sent: Tuesday, June 04, 2013 8:38 AM
To: Scott Glaubitz; Mike McCabe; Dave Watkins
Subject: 13-06-03/M - Rolling Meadow PUD

Hey all
Below are my notes from our meeting regarding Rolling Meadow PUD. Please review and let me know if there are any changes or additions.
Thanks
Elia

13-06-03/M - Rolling Meadow PUD

Monday, June 03, 2013
2:58 PM

3:00pm
Public Works Conf Room

Attendees:
Mike McCabe
Scott Glaubitz
Elia Twigg
Dave Watkins

Lowry

- New road in development Intended for public road- link for parkway and san filippo
- Past discussion (transportation Impact Fee-TIF) was to improve Lowry up to San Filippo and Turn lanes at San filippo were considered
    - City Already reconstructed Lowry. Large culverts at MTWCD canal crossing will be replaced with box culvert. Bids due Tues and projected to go to council on 6/20
- Rolling Meadows development will have to do the turn lanes at San Filippo since that was not part of the improvements on Lowry. And will Connect at the south part of Lowry into development
- Fare share (TIF) may be put in elsewhere since it was supposed to go to Lowry
    - Possibly Valkaria/Babcock or other locations of Babcock
    - San filippo/Cogan - possible turn lanes
    - Traffic study will help identify required improvements

- Bridges will be proposed on the New Lowry - what is something we would consider? Developer wanted decorative bridges

Development

- Developer ready to move forward.
- Met with Utilities and PUD will not have Reuse
- Sewer will tie into forcemain
- Plan to bring water into the site
- PW - Consider putting in the WM, Ductile Iron cost at Lowry crossing
  - Mike to send the drawing sheet for the pipe to Scott
- Prelim PUD expired
- Will need to look at Prelim PUD. Construction plans were almost final plans, but looking for submitting Prelim PUD and Final PUD right after one another
- Development agreement needed.

Drainage

- SJRWMD permit issued already
  - Just west of Deer Run discharge
  - Proposing a block in Sotille canal to keep water from going east and will push it west to the SJ River
- All the flow from the project goes west
- Scott to send permit and Stormwater calcs for PW review
- Ditch on the east side
  - Natural flow does not go into this canal from property east of canal.
  - Canal is on Andy's property
  - BSE did a survey report to show that the canal is on Andy's Property.
  - On north end, canal is over bank like 3-4 feet

Next Step/Action

- Mike - send Scott the Box culvert plan for Lowry (DONE)
  - Scott to look at plan and send the size/location for the proposed watermain and estimated cost
- Scott to send stormwater calcs to Mike McCabe and can cc Elia
- Dave to get PW traffic study to see what improvements were needed to apply transportation impact fee money

Created with Microsoft OneNote 2010
One place for all your notes and information

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Promoting a Green Palm Bay - Please consider the environment before printing this e-mail

Rolling Meadows Ranch Engineering, Design, Survey & Permitting Fees

DATE:	INV #	DESCRIPTION	AMOUNT DEDICATED TO ENGINEERING/PERMITTING
2/18/2005	2956643	Jan 1 , 2005- Jan 31, 2005	$825.50
3/11/2005	2956703	Feb 1, 2005 - Feb 28, 2005	$736.25
4/8/2005	2956823	March 1, 2005 - March 31, 2005	$900.00
5/15/2005	2956886	April 1, 2005 - April 30, 2005	$8,470.00
6/13/2005	2957024	May 1, 2005 - May 31, 2005	$8,540.75
7/25/2005	2957093	June 1, 2005 - June 30, 2005	$3,855.00
8/12/2005	2957155	July 1, 2005 - July 31, 2005	$3,155.00
8/12/2005	"	Permitting Fees	$220.00
9/16/2005	2957410	Aug 1, 2005 - Aug 31, 2005	$2,724.25
10/10/2005	2957546	Sept 1, 2005 - Sept 30, 2005	$3,542.50
10/10/2005	"	Aerial Mapping	$9,075.00
11/7/2005	2957614	Oct 1, 2005 - Oct 31, 2005	$2,743.75
12/2/2005	12073122	Nov 1, 2005 - Nov 30, 2005	$5,844.25
12/12/2005	12073123	Nov 1, 2005 - Nov 30, 2005	$435.00
1/12/2006	2957937	Dec 1, 2005 - Dec 31, 2005	$7,033.75
2/10/2006	2958138	Jan 1, 2006 - Jan 31, 2006	$2,480.00
3/10/2006	2958274	Feb 1, 2006 - Feb 28, 2006	$1,859.00
4/12/2006	2958399	March 1, 2006 - March 31, 2006	$3,017.75
5/16/2006	2958561	April 1, 2006 - April 30, 2006	$3,103.75
6/14/2006	2958743	May 1, 2006 - May 31, 2006	$4,920.75
6/14/2006	"	Sub Consultant Fee	$275,000.00
7/3/2006	29558812	June 1, 2006 - June 30, 2006	$4,089.75
7/3/2006	"	Permitting Fees	$210,000.00
8/8/2006	2958916	July 1, 2006 - July 31, 2006	$679.25
9/15/2006	2959007	Aug 1, 2006 - Aug 31, 2006	$837.50
10/2/2006	2959159	Sept 1, 2006 - Sept 30, 2006	$4,478.50
11/13/2006	2959281	Oct. 1, 2006 - Oct. 31, 2006	$4,605.00
2/13/2007	2959639	Nov 1, 2006 - Jan. 31, 2007	$28,622.00
4/5/2007	2959794	Feb 1, 2007 - Feb 28, 2007	$25,678.75
4/17/2007	2959869	March 1, 2007 - March 31, 2007	$10,116.00
5/27/2007	2960006	April 1, 2007 - April 30, 2007	$32,286.50
6/12/2007	2960069	May 1, 2007 - May 31, 2007	$8,633.25
7/11/2007	2960169	June 1, 2007 - June 30, 2007	$10,392.50
8/22/2007	2960307	July 1, 2007 - July 31, 2007	$6,601.25
9/14/2007	2960403	Aug 1, 2007 - Aug 31, 2007	$5,665.00
10/10/2007	2960533	Sept 1, 2007 - Sept 30, 2007	$7,516.25
11/13/2007	2960639	Oct. 1, 2007 - Oct. 31, 2007	$11,200.00
12/10/2007	2960774	Nov 1,2007 - Nov 30,2007	$8,377.50

COVER LETTER EXHIBIT 13

1/10/2008	2960878	Dec 1, 2007 - Dec 31, 2007	$5,828.75
2/13/2008	2960972	Jan 1, 2008 - Jan 31, 2008	$7,752.50
3/18/2008	2961081	Feb 1, 2008 - Feb 29, 2008	$9,843.75
4/10/2008	2961199	March 1, 2008 - March 31, 2008	$10,498.75
5/15/2008	2961277	April 1, 2008 - April 30, 2008	$15,982.50
6/17/2008	2961370	May 1, 2008 - May 31, 2008	$10,801.50
7/17/2008	2961449	June 1, 2008 - June 30, 2008	$10,457.50
8/11/2008	2961589	July 1, 2008 - July 31, 2008	$16,157.50
9/11/2008	2961628	Aug 1, 2008 - Aug 31, 2008	$21,611.25
10/10/2008	2961760	Sept 1, 2008 - Sept 30, 2008	$22,721.25
11/18/2008	2961870	Oct 1, 2008 - Oct 31, 2008	$13,903.75
12/10/2008	2961905	Nov 1, 2008 - Nov 30, 2008	$14,136.25
2/18/2009	2962087	Jan 1, 2009 - Jan 31, 2009	$1,201.25
5/12/2009	2962332	April 1, 2009 - April 30, 2009	$1,495.00
6/12/2009	2962466	May 1, 2009 - May 31,2009	$1,682.50
7/16/2009	2962553	June 1, 2009 - June 30, 2009	$1,667.50
8/19/2009	2962631	Aug 18, 2009 - Aug 19, 2009	$735.00
9/11/2009	2962671	Aug 1, 2009 - Aug 31, 2009	$3,573.75
10/9/2009	2962743	Sept 1, 2009 - Sept 30, 2009	$3,813.75
11/17/2009	2962829	Oct 1, 2009 - Oct 30, 2009	$17,875.00
12/24/2009	2962914	Nov 1, 2009 - Nov 30, 2009	$8,213.75
2/19/2010	169	Jan of 2010	$12,478.75
2/19/2010	2962977	Nov 1, 2009 - Dec 31, 2009	$20,006.25
3/8/2010	243	Feb of 2010	$5,445.00
4/8/2010	321	March of 2010	$3,833.75
5/6/2010	388	April of 2010	$510.00
6/7/2010	525	May of 2010	$797.50
7/8/2010	663	June of 2010	$1,825.44
8/3/2010	733	July of 2010	$2,827.50
9/2/2010	856	Aug of 2010	$8,762.50
10/8/2010	977	Septermber of 2010	$4,715.00
11/8/2010	1070	Oct 1, 2010 - Oct 31, 2010	$150.00
Total			**$989,565.69**

COVER LETTER EXHIBIT 14

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO 2014-19

Held on Thursday the 4th day of September 2014 at the City Hall Council Chambers 120 Malabar Road, SE, Palm Bay Florida

This meeting was properly noticed pursuant to law, the minutes are on file in the Office of the City Clerk City Hall Palm Bay Florida

The meeting was called to order at the hour of 7:00 P M

Pastor Daniel Gilbert Peace Lutheran Church Palm Bay gave the invocation which was followed by the Pledge of Allegiance to the Flag

ROLL CALL

MAYOR.	William Capote	Present
DEPUTY MAYOR	Ken Greene	Present
COUNCILMEMBER	Kristine Isnardi	Present
COUNCILMEMBER	Michele Paccione	Present
COUNCILMEMBER	Harry Santiago Jr	Present
CITY MANAGER	Sue Hann	Present
CITY ATTORNEY	Andrew Lannon	Present
DEPUTY CITY CLERK	Terese Jones	Present

CITY STAFF Present was Chad Shoultz Deputy City Manager Elia Twigg Public Works Director

ANNOUNCEMENTS

Deputy Mayor Greene announced the following vacancies and terms expiring and solicited applications for same

1 Two (2) vacancies on the Youth Advisory Board (represents students grades 9-12)
2 Two (2) vacancies on the Planning and Zoning Board
3 One (1) vacancy on the Utilities Advisory Board (represents 'utility customer' or 'resident').
4 One (1) term expiring on the Melbourne-Tillman Water Control District
5 Two (2) vacancies on the Youth Advisory Board (represents students grades 9 12)
6. One (1) vacancy on the Code Enforcement Board
7 Three (3) terms expiring on the Recreation Advisory Board

AGENDA REVISIONS

Mrs Hann stated there were two items to be added under New Business as consent Item No 5 donation of real property to the City and Item No 6 a request for sponsorship from Viva Brevard

CONSENT AGENDA

All items of business marked with an asterisk were considered under Consent Agenda and enacted by the following motion

Motion by Deputy Mayor Greene, seconded by Mrs Paccione, that the Consent Agenda be approved as presented with the removal of Item No 1 Miscellaneous under Procurements from consent and with the addition of a property donation to the City as Item No 5, as consent, and a sponsorship request from Viva Brevard as Item No 6, under New Business, as consent Motion carried with members voting as follows Mayor Capote, Yea Deputy Mayor Greene Yea Councilwoman Isnardi Yea Councilwoman Paccione Yea, Councilman Santiago, Yea

PROCLAMATION

The proclamation was read and presented

1 **Ryan's Hope Addiction Awareness Month – September 2014**

PRESENTATION

1 **Yvonne McDonald, Finance Director – July 2014 financial report** Mrs McDonald provided Council with an overview of the financial report for July

DEPARTMENTAL REPORT

1 **Public Works Department – update** Mrs Twigg provided an update on the department's ongoing activities and projects

ADOPTION OF MINUTES

*** 1 Regular Council Meeting No 2014-18, August 21, 2014**

The minutes, considered under Consent Agenda, were approved as presented

PUBLIC COMMENTS/RESPONSES (Non-agenda Items Only)

Individuals commented on various issues

PUBLIC HEARINGS

1 Ordinance No 2014-39, amending the Code of Ordinances, Chapter 171, Fair Share Impact Fees, Subchapter 'Water and Wastewater Impact Fees', in order to reflect the annual increase in capital charges (Case No T 17-2014, City of Palm Bay), for final reading

The City Attorney read the ordinance in caption only The public hearing was opened and closed as there were no comments

Motion by Deputy Mayor Greene seconded by Mrs Paccione to adopt Ordinance No 2014 39 Mrs Isnardi and Mr Santiago stated they would not support an increase in fees Motion carried with members voting as follows

Mayor Capote	Yea
Deputy Mayor Greene	Yea
Councilwoman Isnardi	Nay
Councilwoman Paccione	Yea
Councilman Santiago	Nay

2 Ordinance No 2014-40, vacating a portion of the rear public utility and drainage easement located within Lot 24, Block 729, Port Malabar Unit 16 (Case No VE-4-2014, Walter Harris), for final reading

The City Attorney read the ordinance in caption only The public hearing was opened and closed as there were no comments

Motion by Mrs Isnardi, seconded by Mr Santiago, to adopt Ordinance No 2014-40 Motion carried with members voting as follows Mayor Capote, Yea Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea, Councilwoman Paccione, Yea, Councilman Santiago, Yea

3 Resolution No 2014-24, granting a conditional use for retail automotive fuel sales in LI (Light Industrial and Warehousing District) zoning on property located at the northeast corner of Palm Bay Road and Lipscomb Street (1 38 acres)(Case No CU 14-2014, Circle K Stores, Inc)

The City Attorney read the resolution in caption only The public hearing was opened The applicant presented the request to Council The public hearing was closed

Motion by Mr Santiago, seconded by Mrs Paccione, to adopt Resolution No 2014-24 Motion carried with members voting as follows Mayor Capote Yea Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea, Councilwoman Paccione, Yea, Councilman Santiago, Yea

4 Request by Rolling Meadow Ranch, Inc for a final Planned Unit Development (PUD) to be known as Rolling Meadow Lakes, which property is located south of and adjacent to Melbourne Tillman Water Control District Canal No 38, in the vicinity west of Babcock Street (1,373.23 acres)(Case No PUD-16-2014)

The Planning and Zoning Board's consideration resulted in a tie vote thus rendering a denial of the request

The public hearing was opened The representative for the applicant presented the request to Council Residents expressed concern over infrastructure within the development i e roads utilities etc The public hearing was closed

Motion by Mrs Paccione, seconded by Deputy Mayor Greene, to approve the request subject to meeting all conditions contained in the City's staff report and the condition that final execution of the development agreement occur prior to June 30 2015. Motion carried with members voting as follows. Mayor Capote, Yea, Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea, Councilwoman Paccione, Yea, Councilman Santiago, Yea

♣5 Request by Vacation Finance, LLC for approval of a final subdivision to be known as Palm Island on property located at the southwest corner of Malabar Road and Allison Drive (32 73 acres)(Case No FS 1-2014)

The Planning and Zoning Board recommended that the request be approved subject to the requirements and conditions of the City's Staff Report and with the condition that all ten (10) items in the Staff Report analysis be addressed prior to the City signing the mylar

The public hearing was opened The applicant presented the request to Council The public hearing was closed

Motion by Mr Santiago, seconded by Deputy Mayor Greene, to approve the request Motion carried with members voting as follows Mayor Capote, Yea Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea Councilwoman Paccione Yea Councilman Santiago Yea

6 Request by Arcadia Games, LLC for a conditional use for proposed commercial recreation in CC (Community Commercial District) zoning on property located in the vicinity northwest of the intersection of Malabar Road and Interstate 95 (15 15 acres)(Case No CU-12-2014)(RESCHEDULED TO P&Z – 09/03/14)

7 Request by Maryam Ashraf for a conditional use for proposed commercial recreation in CC (Community Commercial District) zoning on property located in the vicinity northwest of the intersection of Malabar Road and Interstate 95 (15 15 acres)(Case No CU-12 2014)(RESCHEDULED TO P&Z – 09/03/14)

PROCUREMENTS

Award of Proposals

*** 1 Health insurance plan, City employees – RFP No 19-0 2014 – Human Resources Department (Cigna Health & Life Insurance Company $8,574,064)**

Staff Recommendation Authorize the City Manager to negotiate a final agreement and award the proposal for health insurance to CIGNA Health & Life Insurance Company, Bloomfield Connecticut, in the estimated amount of $8 574 064

The item, considered under Consent Agenda, was approved as recommended by City staff

*** 2 Sod – RFP No. 43-0-2014 – Public Works, Parks and Recreation, and Utilities Departments (Nail Farms Inc. and Green Thumb Landscaping, Inc - $56,305)**

Staff Recommendation Approve a multiple award of the proposal for sod to Nail Farms, Inc , Melbourne, and Green Thumb Landscaping, Inc. West Melbourne on an as needed basis in the estimated amount of $56 305

The item, considered under Consent Agenda, was approved as recommended by City staff

Contracts

*** 1 Paintball park facility, operations and management, renewal – Parks and Recreation Department (Fillion Paintball)**

Staff Recommendation Authorize the City Manager to negotiate and finalize the renewal agreement with Fillion Paintball, Vero Beach, for an additional three (3) year term, expiring December 17, 2017, with the option to renew thereafter upon mutual consent of the parties

The item considered under Consent Agenda, was approved as recommended by City staff

*** 2 "Other Agency" contracts utilized for the purchase of operating materials and supplies (telephone equipment and services) – Communications and Information Technology Department (AT&T Communications Systems – $21,621)**

Staff Recommendation Authorize the utilization of the State of Florida telephone equipment and services contract with AT&T Communication Systems through Fiscal Year 2014 2015

The item considered under Consent Agenda was approved as recommended by City staff

*** 3 Federal lobbying services, renewal (The Ferguson Group - $110,000)**

Staff Recommendation Renew the agreement for federal lobbying services with The Ferguson Group, Washington, DC, through October 2015

The item considered under Consent Agenda was approved as recommended by City staff

*** 4 State lobbying services, renewal (Ronald L Book, P A $60,000)**

Staff Recommendation Authorize the City Manager to execute the contract renewal for a period of one (1) year through January 31, 2016

The item, considered under Consent Agenda was approved as recommended by City staff

Miscellaneous

1 Lighting, U S Highway No 1 beautification project – ITB No 22-0 2014 – Bayfront Community Redevelopment Agency (American Lighting & Signalization, Inc $2,304,187)

Staff Recommendation Award the bid for the US 1 beautification lighting to American Lighting & Signalization, Inc , Jacksonville, utilizing the alternate bid in the amount of $2,304,187 50

Motion by Deputy Mayor Greene, seconded by Mrs Paccione, to approve the award of bid for the US 1 beautification lighting as recommended by City staff Motion carried with members voting as follows Mayor Capote Yea Deputy Mayor Greene, Yea, Councilwoman Isnardi Yea Councilwoman Paccione, Yea, Councilman Santiago, Yea

UNFINISHED AND OLD BUSINESS

1 Appointment of one (1) member to the Building and Construction Advisory Committee

Motion by Deputy Mayor Greene, seconded by Mrs Isnardi, to appoint Donald Brown to the Committee for the "general contractor's" position Motion carried with members voting as follows Mayor Capote Yea Deputy Mayor Greene Yea Councilwoman Isnardi Yea Councilwoman Paccione, Yea Councilman Santiago, Yea

COUNCIL BUSINESS

Councilmembers addressed various subject matters

1 Mrs Paccione addressed rescheduling the collective bargaining executive session that was currently scheduled for Tuesday, September 30th After some discussion among councilmembers, the date of the meeting remained as scheduled

NEW BUSINESS

*** 1 Ordinance No. 2014-41, amending the Fiscal Year 2013 2014 budget by appropriating and allocating certain monies (fifth budget amendment), for first reading**

The City Attorney read the ordinance in caption only The ordinance was approved under Consent Agenda

*** 2 Consideration of a Right-of-Way Consent Agreement with Florida Power and Light for the Cross City Trail project**

Staff Recommendation Authorize the City Manager to execute the Right-of-Way Consent Agreement with Florida Power & Light for the Cross City Trail project

The item considered under Consent Agenda was approved as recommended by City staff.

*** 3 Consideration of travel and training for specified City employees**

Staff Recommendation Approve the travel and training as specified

The item considered under Consent Agenda, was approved as recommended by City staff

*** 4 Acknowledgement of the City's monthly financial report for July 2014**

The item, considered under Consent Agenda was acknowledged by the City Council

☞5 Consideration of the acceptance of real property donated to the City (373 Butler Avenue, NE)

Staff Recommendation Authorize acceptance of the property, subject to final review by the City Attorney's Office prior to closing

The item considered under Consent Agenda was approved as recommended by City staff

☞6 Consideration of request from Viva Brevard for the City to sponsor its Gala and Festival event.

Staff Recommendation Authorize sponsorship of the event

The item considered under Consent Agenda was approved as recommended by City staff

ADMINISTRATIVE AND LEGAL REPORTS

There were no reports

PUBLIC COMMENTS/RESPONSES

Individuals commented on various issues

ADJOURNMENT

There being no further business, the meeting adjourned at the hour of 8 58 P M

ATTEST

Terese Jones, DEPUTY CITY CLERK

William Capote MAYOR

* Identifies items considered under the heading of Consent Agenda
♣ Indicates quasi judicial proceeding
☞ Indicates item was considered out of sequence or added to the agenda

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: October 5, 2005
CASE #: PUD-39-2005

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Preliminary Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: Approximately 1.5 miles west of Babcock Street SE.

APPLICANT: Rolling Meadow Range Inc. (Scott Glaubitz, P.E.)

SITE DATA

PRESENT ZONING: AU, Agricultural Use District, IU, Industrial Use and GU, General Use District (Brevard County).

ACREAGE: 1,430.26 acres.

DENSITY: 1.78 du/acre (proposed).

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential District; homes and vacant lots.

E -- PUD, Planned Unit Development, GU, General Use (Brevard County), AGR, Agricultural Use (Brevard County) and AU, Agricultural Use (Brevard County); homes and vacant properties and Waterstone PUD (proposed).

S -- GU, General Use and AU, Agricultural Use (Brevard County); homes and vacant properties.

W -- GU, General Use District (Brevard); vacant land.

WATER & SEWER: Required to be provided.

FLOOD ZONE: AE, 100-year flood zone.

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes, subject to conditions of Ordinance 2005-51.

BACKGROUND:

1. The property is located approximately 1.5 miles west of Babcock Street SE. The specific legal description is attached. The site contains 1,430.26 acres, more or less.

2. The current zoning is AU, Agricultural Use District, IU, Industrial Use and GU, General Use District (Brevard County). Surrounding zoning is as follows:

   North - RS-2, Single Family Residential District.

   South - GU, General Use and AU, Agricultural Use (Brevard County).

   East - PUD, Planned Unit Development, GU, General Use (Brevard County), AGR, Agricultural Use (Brevard County) and AU, Agricultural Use (Brevard County).

   West - GU, General Use District (Brevard).

3. The applicant for the request is Rolling Meadow Range Inc. (Scott Glaubitz, P.E., Representative).

4. A request for Preliminary Planned Unit Development is proposed for Rolling Meadow Lakes PUD.

ANALYSIS:

1. Rolling Meadows Lakes PUD is proposed to be a 2,543 unit development consisting of one multi-family area and four single family products.

2. In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066, Palm Bay Code of Ordinances. It appears that the request is in conformance with the applicable requirements of this section subject to the following:

   A. The layout detail must be provided in subdivision form for the Final PUD.

   B. Architectural schematics are required during Final PUD approval for all nonresidential structures proposed.

   C. Deed restrictions must be submitted for Final PUD approval.

   D. A traffic study must be prepared to determine impacts to Babcock Street, Lowry Boulevard, Palm Bay Parkway and intersections along those roadways, including provisions for the intersection of the Palm Bay Parkway and Malabar Road. This project must participate with their share of the Southeast Assessment District Improvement Project.

E. Analysis must be provided that the 1,000 foot radius for the Palm Bay Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.

F. The Final PUD must identify sufficient commercial and public/semipublic acreage to serve the development. The applicant needs to provide commercial land at the Lowry/Palm Bay Parkway intersection and in the mixed multifamily/commercial area shown on the Preliminary Plans. No commercial is actually shown at present.

G. Phasing must be provided on the Final PUD.

3. Future Land Use Element Policy FLU-8.3O requires an analysis of Interstate 95 levels of service in addition to the analysis areas identified previously.

4. Construction plans must be submitted and approved during Final PUD.

STAFF RECOMMENDATION:

A motion to approve Case Number PUD-39-2005 subject to all staff comments being addressed during the Final Planned Unit Development approval process.

EXHIBIT 2 TO RESOLUTION

2014.02 D

Palm Bay

September 10, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

This letter is to officially notify you of the action taken by the City Council of the City of Palm Bay on your requests for:

1) Approval of a preliminary multi-use Planned Unit Development (PUD) to be known as Rolling Meadows Lakes; and

2) Approval of a final PUD to be known as Rolling Meadow Lakes.

The City Council approved the preliminary PUD request at its Regular Council Meeting No. 2014-18, held on August 21, 2014.

The final PUD request was approved by City Council at its Regular Council Meeting No. 2014-19, held on September 4, 2014, subject to the conditions in the Staff Report, and that final execution of the development agreement occur prior to June 30, 2015.

An additional condition of the final approval of the PUD is the recordation of the final plat with Brevard County. The mylar needs to be submitted to the Growth Management Department at 120 Malabar Road, SE, phone number (321) 733-3042, to obtain the required signatures. After the plat is recorded, one (1) reproducible and five (5) copies of the recorded plat are required to be submitted to the Growth Management Department, at the aforementioned address.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Growth Management Director, at 733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

Enclosure: Land Development Division Staff Report

Case Nos. PUD-15-2014 and PUD-16-2014

Legislative Department

120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321 952.3414 • Fax: 321 953.8971
Visit our website: www.palmbayflorida.org

EXHIBIT 3 TO RESOLUTION

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Final Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

2. The City does not necessarily require a total of 50 acres be designated for commercial uses, however, there should be some allotment of area provided for non-residential uses that could allow a church, daycare, retail or other use that supports residential development. The approval of Plat 5 would thus appear to only provide 1.96 acres of commercial area, which is found in the vicinity NW of the intersection of the Parkway and Lowry Blvd.

3. The Dedication Table on Sheet 1 of the Rolling Meadow Lakes Plat One lists thirteen (13) separate tracts of land for "Future Development". No lots or roadways are provided within this plat for these tracts. Subsequent plats show these tracts to be subdivided into lots and private streets are also shown. However, staff recommends that the language for these tracts be revised to indicate which Phase of development corresponds to each tract.

4. The Phase One Plat dedicates the Parkway to Brevard County, as well as Tract ZZ-- which appears to be a connector road from the Parkway to Willowbrook Street. Both of these roadways shall be dedicated to the City of Palm Bay. Tracts ZZ (1-6), which will be the extension of Lowry Boulevard from its terminus in Port Malabar Unit 25 south to the Parkway, shall be established as road right-of-way, not a Tract. In addition, there are four (4) Tracts (JJ, R, YY, FF) that bisect Lowry and have been created for the bridge sections. These tracts shall also be established as right-of-way. Lowry shall be dedicated to the City.

5. The PDP provides two (2) connections from this project to an existing road running along the western boundary, called Sartori Avenue. These connectors are further provided in Phase 3 & 4. Approval from the owner of this private road shall be obtained prior to recordation of the plat that contains these connecting roadways.

6. There are two (2) primary recreation areas provided on the PDP and are shown on the Plat as Tracts BB and L. Neither of these tracts is contained within the Phase One Plat. In order to ensure that recreation amenities are provided commensurate with development, staff recommends that the improvements within Tract BB are constructed at the beginning of Phase Two construction. The larger Tract L, with the greatest development of amenities shown in the PDP, shall be constructed at the beginning of Phase 4.

7. This project will be required to pay its Proportionate Fair Share costs to off-set the impacts of this development on the surrounding road network. Additionally, the following list of is required of this project and will be conditions of approval:

1. Development Agreement(s) establishing the off-site road improvements, as well as the road improvements and sidewalks within the project boundaries.

2. Development Agreement(s) establishing the Utilities improvements including the size of water & sewer lines, the direction by which they will be brought to the site, the extent to which they may be extended off-site, and possible contributions towards a future Waste Water Treatment Plant that was approved within the South Regional Treatment Facility.

3. Submission of an updated traffic study and a schedule of construction that matches the phases of development. All temporary roadway, drainage and utility termination per phase shall be designed to meet the current land Development Regulations of the Palm Bay Code of Ordinances. The phasing plan shall be designed to be independent of future construction and stand alone in the event that the project stalls or is discontinued.

STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

COMPOSITE EXHIBIT 4 TO RESOLUTION 8702.02 D

The City of Florida Palm Bay

LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: October 6, 2015

RE: Rolling Meadow Lakes – Planned Unit Development

Rolling Meadow Lakes is a Planned Unit Development of 2,063 residential dwelling units on approximately 1,376 acres. Previously, City Council had held public hearings for Preliminary PUD Approval, granted on August 21, 2014; and Final PUD Approval was granted on September 4, 2014. At the September 4th meeting, City Council approved the final PUD approval conditioned upon the execution of a development agreement prior to June 30, 2015. (Please see attached minutes).

The developer is requesting to be released from this condition so that they may move forward with construction.

REQUESTING DEPARTMENT:
Growth Management Department

FISCAL IMPACT:
There is no direct impact to the adopted City budget.

Development of this subdivision will provide for the expansion of the ad valorum tax base through the development of 2,063 dwelling unit residential units plus associated non-residential development.

RECOMMENDATION:
Motion for removal of Development Agreement condition for Rolling Meadow Lakes.

Attachment: 1) Minutes of September 4, 2014 City Council

SB/ab

Motion by Mr Santiago, seconded by Mrs Paccione, to adopt Resolution No 2014-24 Motion carried with members voting as follows Mayor Capote Yea Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea, Councilwoman Paccione, Yea, Councilman Santiago, Yea

4 Request by Rolling Meadow Ranch, Inc for a final Planned Unit Development (PUD) to be known as Rolling Meadow Lakes, which property is located south of and adjacent to Melbourne Tillman Water Control District Canal No 38, in the vicinity west of Babcock Street (1,373.23 acres)(Case No PUD-16-2014)

The Planning and Zoning Board's consideration resulted in a tie vote thus rendering a denial of the request

The public hearing was opened The representative for the applicant presented the request to Council Residents expressed concern over infrastructure within the development i e roads utilities etc The public hearing was closed

Motion by Mrs Paccione, seconded by Deputy Mayor Greene, to approve the request subject to meeting all conditions contained in the City's staff report and the condition that final execution of the development agreement occur prior to June 30 2015. Motion carried with members voting as follows. Mayor Capote, Yea, Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea, Councilwoman Paccione, Yea, Councilman Santiago, Yea

45 Request by Vacation Finance, LLC for approval of a final subdivision to be known as Palm Island on property located at the southwest corner of Malabar Road and Allison Drive (32 73 acres)(Case No FS 1-2014)

The Planning and Zoning Board recommended that the request be approved subject to the requirements and conditions of the City's Staff Report and with the condition that all ten (10) items in the Staff Report analysis be addressed prior to the City signing the mylar

The public hearing was opened The applicant presented the request to Council The public hearing was closed

Motion by Mr Santiago, seconded by Deputy Mayor Greene, to approve the request Motion carried with members voting as follows Mayor Capote, Yea Deputy Mayor Greene, Yea, Councilwoman Isnardi, Yea Councilwoman Paccione Yea Councilman Santiago Yea

6 Request by Arcadia Games, LLC for a conditional use for proposed commercial recreation in CC (Community Commercial District) zoning on property located in the vicinity northwest of the intersection of Malabar Road and Interstate 95 (15 15 acres)(Case No CU-12-2014)(RESCHEDULED TO P&Z – 09/03/14)

8 7020020

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO. 2015-28

Held on Tuesday, the 6th day of October 2015, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 7:05 P.M.

Pastor Tom Walker, Centerpointe Church, Palm Bay, gave the invocation, which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Tres Holton	Present
COUNCILMEMBER:	Jeff Bailey	Absent
CITY MANAGER:	Gregg Lynk	Present
CITY ATTORNEY:	Andrew Lannon	Present
CITY CLERK:	Terese Jones	Present

CITY STAFF: Present was Suzanne Sherman, Assistant to the City Manager; Stuart Buchanan, Growth Management Director.

ANNOUNCEMENTS:

Deputy Mayor Santiago announced the following vacancies and terms expiring and solicited applications for same:

1. **One (1) vacancy on the Community Development Advisory Board (represents 'employers within the city').++**
2. **Three (3) terms expiring on the Recreation Advisory Board.++**
3. **One (1) vacancy on the Community Development Advisory Board (represents 'banking industry').+**

AGENDA REVISIONS:

1. Mr. Holton asked that a proclamation recognizing Gary Thomas Nungesser be added as Item No. 6, under Proclamations.

2. Mr. Lynk asked that a video related to Item No. 7, under New Business, be viewed after Item No. 1, under Presentations.

Motion by Deputy Mayor Santiago, seconded by Mrs. Paccione, to approve the contract and authorize transfer of the property as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea.

*** 4. Consideration of Right-of-Way Contribution Agreements with Sebastian Resources 400 Limited and Brevard Landvest, LLC for roadway and stormwater needs related to the Interstate 95 South Interchange/Parkway project.**

Staff Recommendation: Authorize the Mayor to execute the agreements, pending final review and approval by the City Attorney's Office.

The item, considered under Consent Agenda, was approved as recommended by City staff.

*** 5. Consideration of an agreement with the Florida Department of Transportation for the maintenance and compensation of traffic signals and devices.**

Staff Recommendation: Authorize the Mayor to execute the agreement.

The item, considered under Consent Agenda, was approved as recommended by City staff.

6. Consideration of releasing Rolling Meadow Ranch, Inc. from the condition of an executed development agreement on the final Planned Unit Development to be known as Rolling Meadow Lakes.

Staff Recommendation: Remove the development agreement condition for Rolling Meadow Lakes.

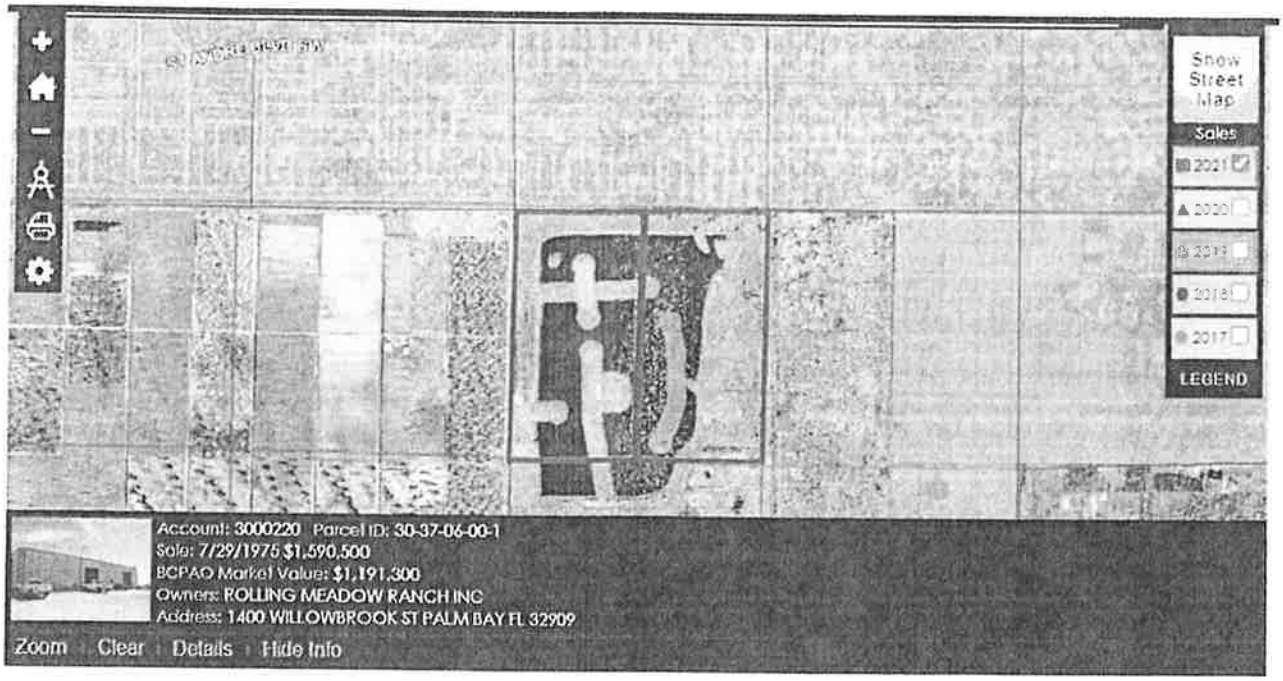
A resident asked if Rolling Meadow Ranch had met all of the conditions of the Staff Report. Mr. Buchanan explained that all conditions had been met except for the executed development agreement.

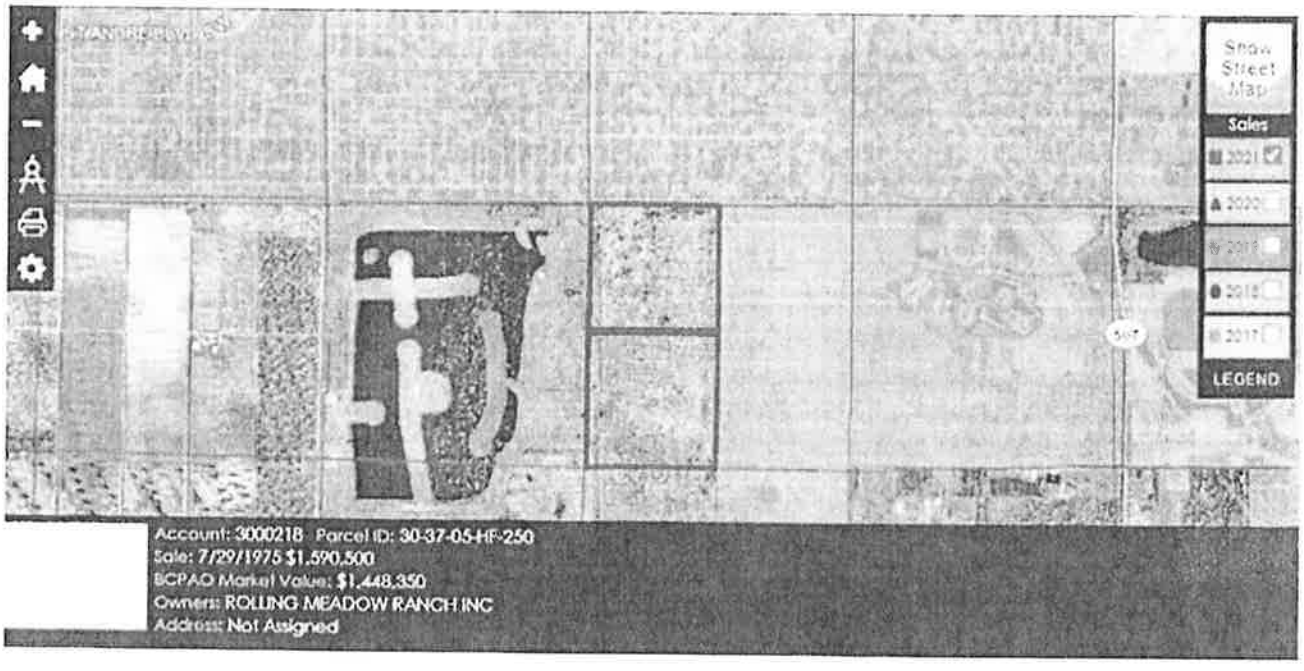
Motion by Deputy Mayor Santiago, seconded by Mrs. Paccione, to approve releasing Rolling Meadow Ranch, Inc. from the condition of an executed development agreement. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea.

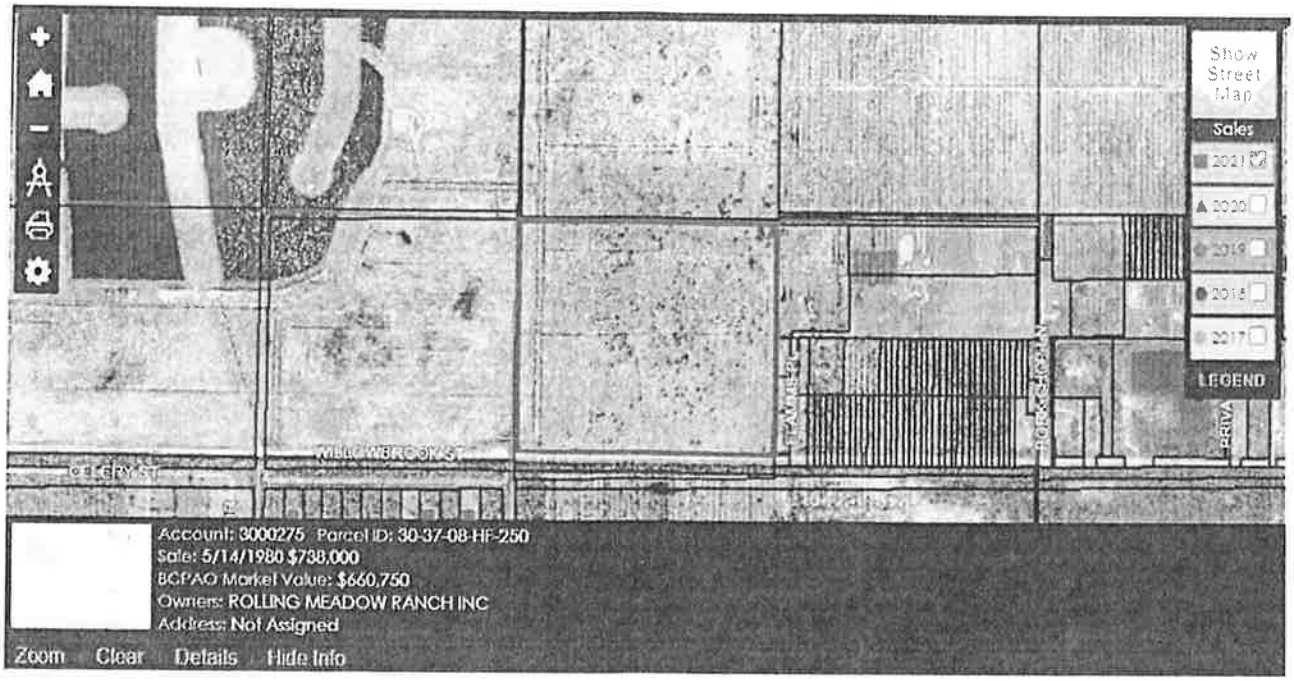
7. Consideration of entering into negotiations with Palm Vista Preserve, LLC for the extension of utility service to the Palm Vista Planned Unit Development.

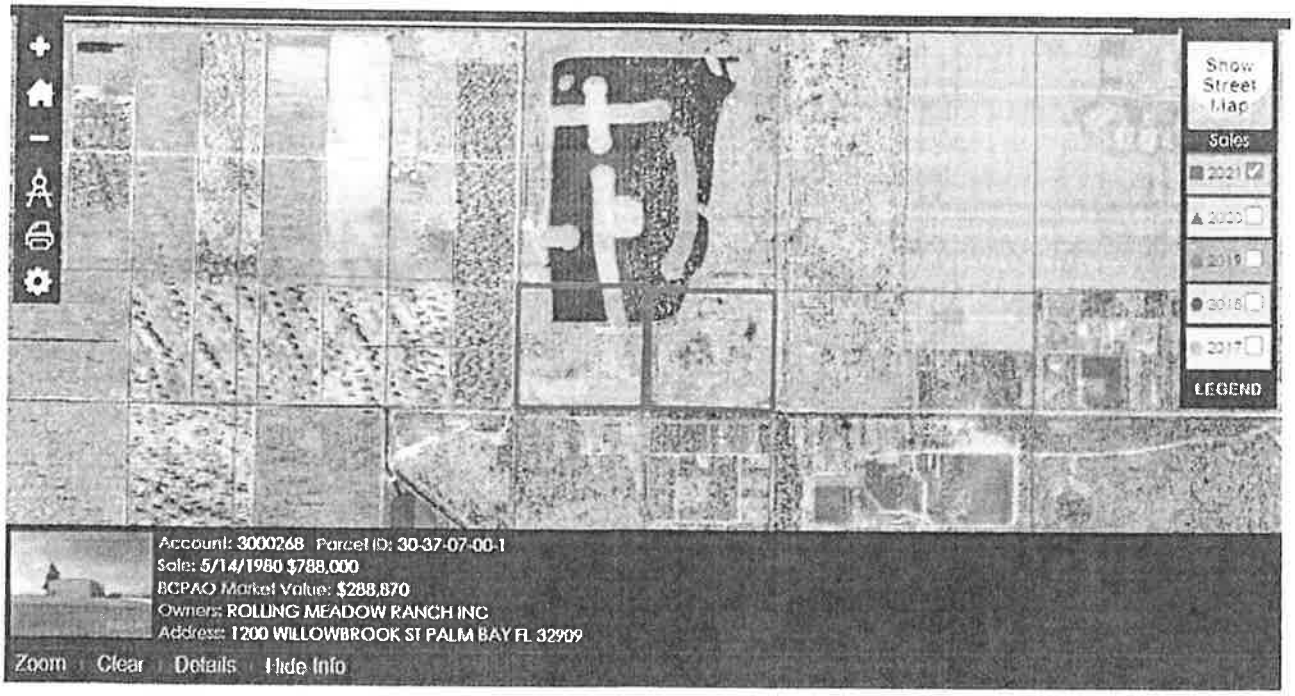
Staff Recommendation: Authorize staff to enter into negotiations and return to City Council at a future date with a proposed agreement.

COMPOSITE EXHIBIT 5 TO RESOLUTION




Show Street Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000218 Parcel ID: 30-37-05-HF-250
Sale: 7/29/1975 $1,590,500
BCPAO Market Value: $1,448,350
Owners: ROLLING MEADOW RANCH INC
Address: Not Assigned


Show Street Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000275 Parcel ID: 30-37-08-HF-250
Sale: 5/14/1980 $738,000
BCPAO Market Value: $660,750
Owners: ROLLING MEADOW RANCH INC
Address: Not Assigned
Zoom
Clear
Details
Hide Info


Show Street Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000268 Parcel ID: 30-37-07-00-1
Sale: 5/14/1980 $788,000
BCPAO Market Value: $288,870
Owners: ROLLING MEADOW RANCH INC
Address: 1200 WILLOWBROOK ST PALM BAY FL 32909
Zoom
Clear
Details
Hide Info

COMPOSITE EXHIBIT 6 TO RESOLUTION

ORDINANCE NO. 2005-51

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP, BY AMENDING FUTURE LAND USE MAP SERIES NO. 11; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on June 16, 2004, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on October 21, 2004, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Community Affairs for review and comment, and

WHEREAS, the Florida Department of Community Affairs submitted an Objections, Recommendations and Comments Report regarding this amendment, and

WHEREAS, the City Council of the City of Palm Bay has considered the Objections, Recommendations and Comments provided and has addressed all objections, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on an amendment to the Comprehensive Plan on August 30, 2005, after public notice, and

WHEREAS, the City Council of the City of Palm Bay desires to adopt said amendment to the Comprehensive Plan of the City of Palm Bay.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the change in land use of property from Residential Use (Brevard County) to Single Family Residential Use which property is legally described as follows:

> The west 1/2 of Section 5; all of Section 6; the north 1/2 of Section 7; and the northwest 1/4 of Section 8; all in Township 30S, Range 37E, Brevard County, Florida. Less that part of the north 1/2 of Section 7 and the northwest 1/4 of Section 8, Township 30S, Range 37E, Brevard County, Florida, lying south of and adjacent to the westerly extension of San Sebastian Drainage District Main Canal (aka Sottile Canal), as laid out and in use as shown on survey of Hutcheon engineers, dated April 25, 1980 (drawing 80-3-01037); and as further described in Official Records Book 2234, Page 2693); containing 1,410.00 acres, more or less.

SECTION 2. The Future Land Use Map Series Map No. 11 is hereby changed to reflect this amendment.

SECTION 3. All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 5. This ordinance shall become effective when the state land planning agency issues a final order determining the adopted amendments to be in compliance in accordance with Section 163.3184(9), Florida Statutes, or when the Administrative

Commission issues a final order determining the adopted amendments to be in compliance in accordance with Section 163.3184(10), Florida Statutes. If the Administration Commission issues a final order determining the adopted amendment to not be in compliance in accordance with Section 163.3184(11), Florida Statutes, this ordinance may still be made effective by resolution at a public meeting after public notice, subject to any sanctions imposed by the Administrative Commission pursuant to Section 163.3184(11), Florida Statutes.

Read in title only and duly enacted at Meeting No. 2005-22, held on August 30, 2005.

John J. Mazziotti, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

*Only one reading required per Florida Statutes, Chapter 163, Section 163.3184(15).

Applicant: Rolling Meadow Ranch
Case No.: CP-11-2004

cc: 09-01-05 J. Rodgers, Engineering
D. Watkins, Growth Management
R. Nipper, Utilities
C. Spafford, Building
Applicant
Case File

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: October 5, 2005
CASE #: PUD-39-2005

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Preliminary Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: Approximately 1.5 miles west of Babcock Street SE.

APPLICANT: Rolling Meadow Range Inc. (Scott Glaubitz, P.E.)

SITE DATA

PRESENT ZONING: AU, Agricultural Use District, IU, Industrial Use and GU, General Use District (Brevard County).

ACREAGE: 1,430.26 acres.

DENSITY: 1.78 du/acre (proposed).

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential District; homes and vacant lots.

E -- PUD, Planned Unit Development, GU, General Use (Brevard County), AGR, Agricultural Use (Brevard County) and AU, Agricultural Use (Brevard County); homes and vacant properties and Waterstone PUD (proposed).

S -- GU, General Use and AU, Agricultural Use (Brevard County); homes and vacant properties.

W -- GU, General Use District (Brevard); vacant land.

WATER & SEWER: Required to be provided.

FLOOD ZONE: AE, 100-year flood zone.

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes, subject to conditions of Ordinance 2005-51.

BACKGROUND:

1. The property is located approximately 1.5 miles west of Babcock Street SE. The specific legal description is attached. The site contains 1,430.26 acres, more or less.

2. The current zoning is AU, Agricultural Use District, IU, Industrial Use and GU, General Use District (Brevard County). Surrounding zoning is as follows:

   North - RS-2, Single Family Residential District.

   South - GU, General Use and AU, Agricultural Use (Brevard County).

   East - PUD, Planned Unit Development, GU, General Use (Brevard County), AGR, Agricultural Use (Brevard County) and AU, Agricultural Use (Brevard County).

   West - GU, General Use District (Brevard).

3. The applicant for the request is Rolling Meadow Range Inc. (Scott Glaubitz, P.E., Representative).

4. A request for Preliminary Planned Unit Development is proposed for Rolling Meadow Lakes PUD.

ANALYSIS:

1. Rolling Meadows Lakes PUD is proposed to be a 2,543 unit development consisting of one multi-family area and four single family products.

2. In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066, Palm Bay Code of Ordinances. It appears that the request is in conformance with the applicable requirements of this section subject to the following:

   A. The layout detail must be provided in subdivision form for the Final PUD.

   B. Architectural schematics are required during Final PUD approval for all nonresidential structures proposed.

   C. Deed restrictions must be submitted for Final PUD approval.

   D. A traffic study must be prepared to determine impacts to Babcock Street, Lowry Boulevard, Palm Bay Parkway and intersections along those roadways, including provisions for the intersection of the Palm Bay Parkway and Malabar Road. This project must participate with their share of the Southeast Assessment District Improvement Project.

E. Analysis must be provided that the 1,000 foot radius for the Palm Bay Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.

F. The Final PUD must identify sufficient commercial and public/semipublic acreage to serve the development. The applicant needs to provide commercial land at the Lowry/Palm Bay Parkway intersection and in the mixed multifamily/commercial area shown on the Preliminary Plans. No commercial is actually shown at present.

G. Phasing must be provided on the Final PUD.

3. Future Land Use Element Policy FLU-8.3O requires an analysis of Interstate 95 levels of service in addition to the analysis areas identified previously.

4. Construction plans must be submitted and approved during Final PUD.

STAFF RECOMMENDATION:

A motion to approve Case Number PUD-39-2005 subject to all staff comments being addressed during the Final Planned Unit Development approval process.

EXHIBIT 7 TO RESOLUTION

87020.02 B

Julie Bernal

From:	Julie Bernal
Sent:	Tuesday, July 01, 2014 4:08 PM
To:	Andy Machata (dino2768@mac.com); Joe Miniclier (sbmmglaw@aol.com)
Cc:	Scott Glaubitz
Subject:	Rolling Meadow Lakes Submittals
Attachments:	Submittal Cover Letter_7.1.14.pdf; Preliminary PUD Application Package.pdf; Final PUD Application Pkg.pdf; Rolling Meadows PDP Plan_87020.02_203_001.pdf

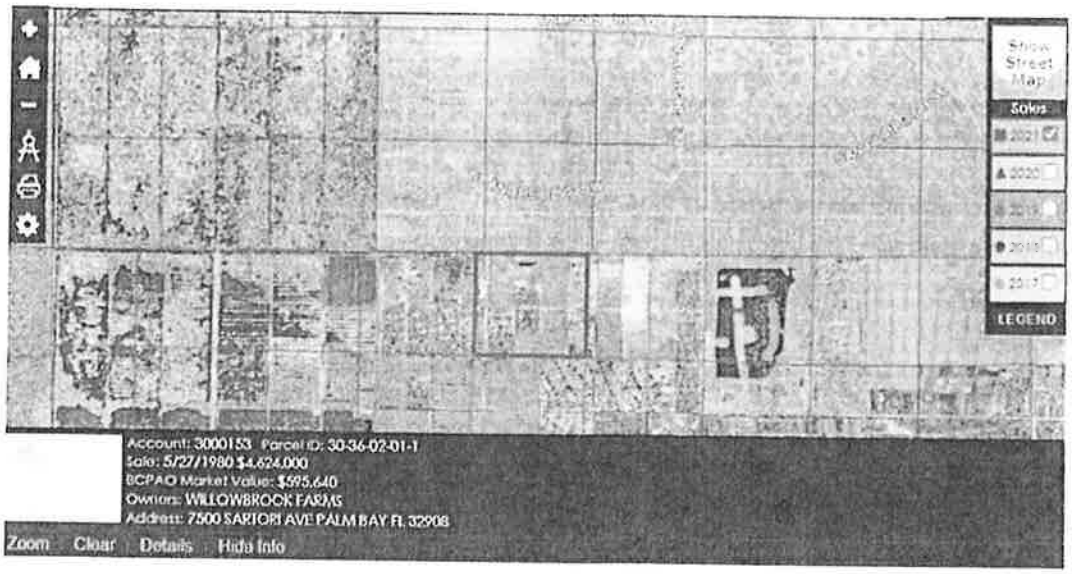
The Preliminary and Final PUD Applications were submitted to the City of Palm Bay today. See attached submittal packages (minus the 300+ sheet plan set)

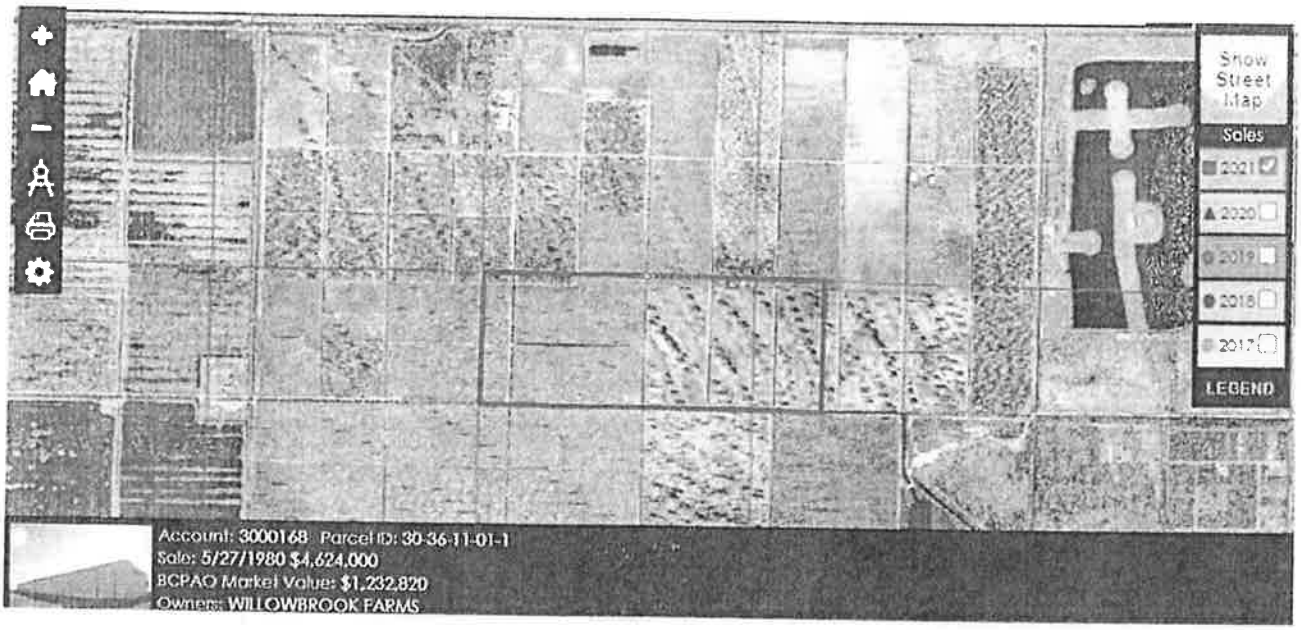
Julie Bernal
Executive Assistant
B.S.E. Consultants, Inc.
312 South Harbor City Blvd., Suite 4
Melbourne, FL 32901
(321) 725-3674
e-mail: jbernal@bseconsult.com
Website: bseconsult.com

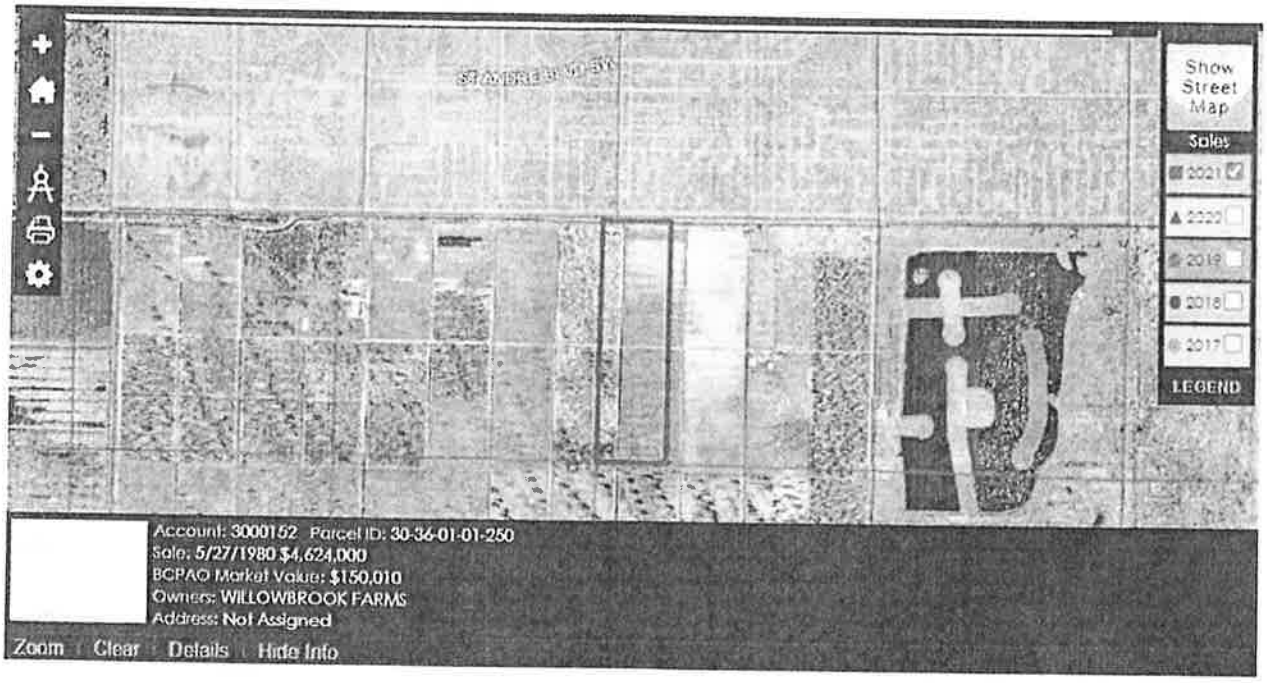
EXHIBIT 8 TO RESOLUTION

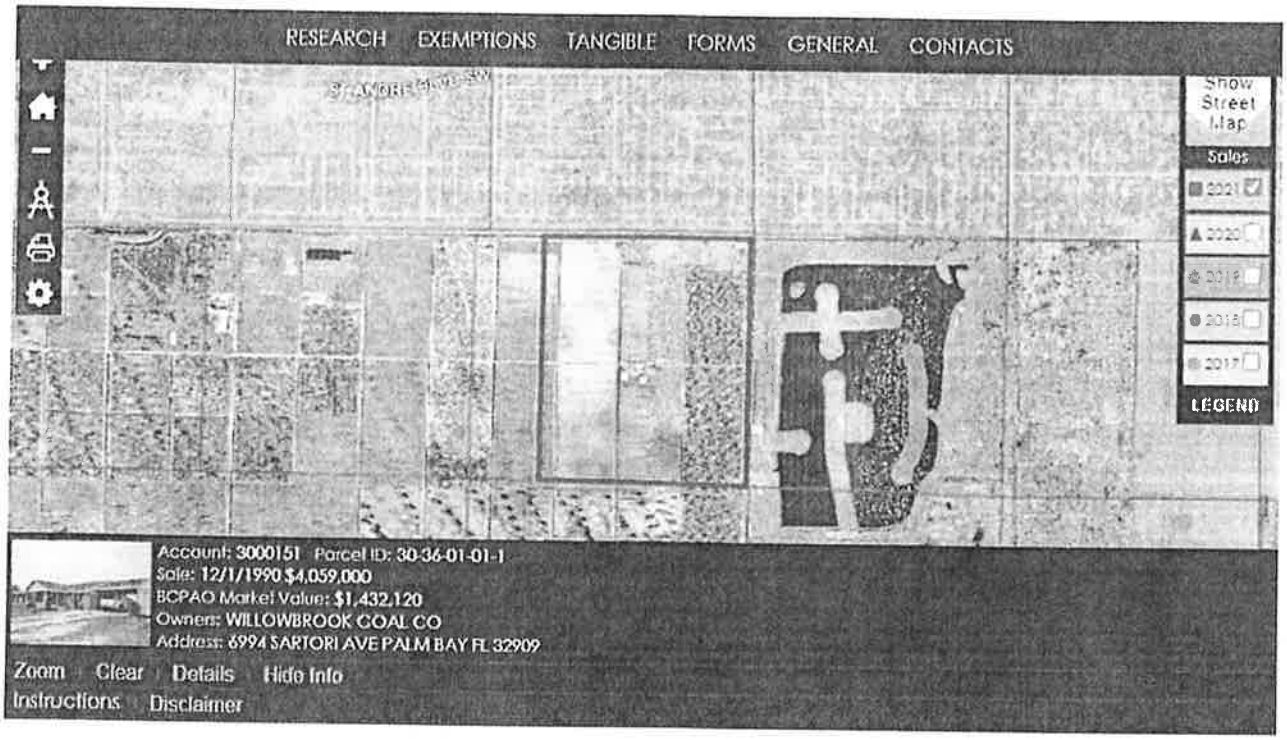
Rolling Meadow Lakes Construction Plans as signed and sealed incorporated into Resolution

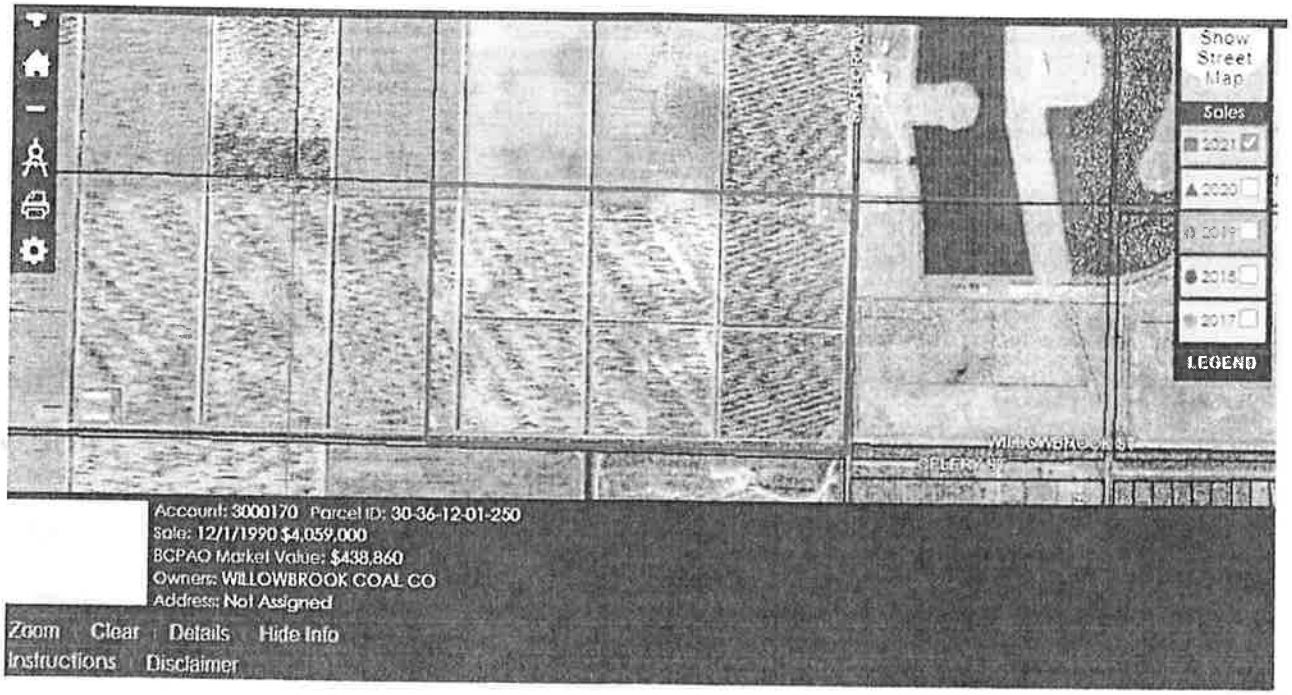
COMPOSITE EXHIBIT 9 TO RESOLUTION




Show Street Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000168 Parcel ID: 30-36-11-01-1
Sale: 5/27/1980 $4,624,000
BCPAO Market Value: $1,232,820
Owners: WILLOWBROOK FARMS


Show Street Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000152 Parcel ID: 30-36-01-01-250
Sale: 5/27/1980 $4,624,000
BCPAO Market Value: $150,010
Owner: WILLOWBROOK FARMS
Address: Not Assigned
Zoom | Clear | Details | Hide Info


RESEARCH
EXEMPTIONS
TANGIBLE
FORMS
GENERAL
CONTACTS
Show Street Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000151 Parcel ID: 30-36-01-01-1
Sale: 12/1/1990 $4,059,000
BCPAO Market Value: $1,432,120
Owners: WILLOWBROOK COAL CO
Address: 6994 SARTORI AVE PALM BAY FL 32909
Zoom Clear Details Hide Info
Instructions Disclaimer


Snow
Street
Map
Sales
2021
2020
2019
2018
2017
LEGEND
Account: 3000170 Parcel ID: 30-36-12-01-250
Sale: 12/1/1990 $4,059,000
BCPAO Market Value: $438,860
Owners: WILLOWBROOK COAL CO
Address: Not Assigned
Zoom Clear Details Hide Info
Instructions Disclaimer

ORDINANCE NO. 2006-92

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP, BY AMENDING FUTURE LAND USE MAP SERIES NO. 12; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on January 5, 2005, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on January 20, 2005, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Community Affairs for review and comment, and

WHEREAS, the Florida Department of Community Affairs submitted an Objections, Recommendations and Comments Report regarding this amendment, and

WHEREAS, the City Council of the City of Palm Bay has considered the Objections, Recommendations and Comments provided and has addressed all objections, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on an amendment to the Comprehensive Plan on August 15, 2006, after public notice, and

WHEREAS, the City Council of the City of Palm Bay desires to adopt said amendment to the Comprehensive Plan of the City of Palm Bay.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the change in land use of property from Residential Use (Brevard County) to Single Family Residential Use, which property is legally described on Exhibit 'A' attached.

SECTION 2. The Future Land Use Map Series Map No. 12 is hereby changed to reflect this amendment.

SECTION 3. All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan. Specifically:

a) Maximum density permitted shall be 2 units per gross acre;

b) Development of the project must provide connections to the road network north of the property. Specific connections shall be identified during plan approval;

c) Development of the project must provide for the Palm Bay Parkway right-of-way and construction as needed for the phase of development proposed;

d) A traffic study is required prior to development to determine specific needs to the surrounding road network with development to be conditioned on identified improvements being constructed concurrently with development;

e) The project must file Future Land Use Map amendments to ensure a functional mix of uses to include commercial, public uses, semipublic uses and recreational uses. Density is capped at the current 0.4 units per acres until such land use amendments are submitted.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 5. The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs or Administrative Commission finding the amendment in compliance in accordance with Section 163.3184(1)(b), Florida Statutes, whichever is applicable.

Read in title only and duly enacted at Meeting No. 2006-22, held on August 15, 2006.

John J. Mazziotti, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

*Only one reading required per Florida Statutes, Chapter 163, Section 163.3184(15).

Applicant: Willowbrook Coal Company
Case No.: CP-1-2005

cc: 08-16-06 D. Watkins, Growth Management
C. Spafford, Building
J. Yarborough, Utilities
Applicant
Case File

EXHIBIT "A"

Being a parcel of land located in the Ammoniate Product Corporation's Subdivision of Unsurveyed Township 30S, Range 36E, according to the plat thereof as recorded in Plat Book 5, Page 11, Public Records of Brevard County, Florida, and being more particularly described as follows:

Those portions of Lots 118 through 122, 218 through 222, 318 through 322, 418 through 422, 518 through 522, 618 through 622, and the easterly portions of Lots 117, 217, 317, 417, 517, and 617, being more particularly described as follows:

Commence at the northwest corner of Township 30S, Range 36E, Brevard County, Florida, also being the northwest corner of the aforesaid Ammoniate Products Corporation's Subdivision of Unsurveyed Township 30S, Range 36E; thence N 89°53'53" E, along the north line of said Township 30S, also being the north line of the aforesaid Ammoniate Products Corporation's Subdivision, a distance of 23834.07 feet to the northeast corner of those lands described in Official Records Book 3821, Page 3059, Public Records of Brevard County, Florida, and the Point of Beginning; thence continuing along said north line, N 89°53'53" E, a distance of 7953.78 feet to the northeast corner of said Ammoniate Products Corporation's Subdivision; thence departing said north line and along the east line of said Ammoniate Products Corporation's Subdivision, S 00°51'04" W, a distance of 7747.66 feet to the southerly top of bank of a canal; thence departing said east line and along the southerly top of bank of a canal, N 89°04'04" W, a distance of 7971.17 feet to the east line of those lands described in Official Records Book 3821, Page 3059, said Public Records; thence departing said southerly top of bank of a canal, and along the east line of those lands described in Official Records Book 3821, Page 3059, said Public Records, N 00°59'25" E, a distance of 7604.12 feet more or less to the Point of Beginning; containing 1,402.99 acres, more or less.

EXHIBIT 11 TO RESOLUTION

Covenant Not to Sue

This Agreement is made this 7 day of December, 2021 by and between Rolling Meadow Ranch, Inc., a Florida Corporation (Rolling Meadow), James Satori, d/b/a Willowbrook Farms (Willowbrook) (sometimes referred to jointly as the "Owners") and Brevard County, FL, a political subdivision of the State of Florida (County), sometimes collectively referred to as "the Parties."

For value received, the Parties agree as follows:

The Owners acknowledge that third-parties or other state, district or local governmental agencies may attempt to take actions, including filing of a lawsuit, seeking to invalidate Brevard County Commission Resolution 2021-___ under which the County recognizes and applies the legislatively prescribed vested rights granted to the Owners under Chapter 2019-176, Laws of Florida. Should such an action or lawsuit be pursued, the County consents to the intervention of the Owners or their successors in such a lawsuit.

So long an action or actions of the County are not the proximate cause of damages to or diminution in value of the Properties or the proximate cause of damages to the Owners of the Property, if any action or lawsuit seeks or results in an administrative order, directive, notice of violation or judicial decree that would or does cause the loss or diminishment in value of the Properties due to the modification or denial of any vested rights granted to the Owners of the Properties under Chapter 2019-176, Laws of Florida, the Owners covenant not to sue Brevard County, Florida, its officers, employees, representatives, agents and assigns for any such claim for statutory or other damages, whether arising under the Bert J. Harris Act, or any other civil cause of action for damages that the Owners may pursue. The County agrees that the Owners shall defend any such suit or action against the County with the attorneys of the Owners' choice at the Owners' expense, and the county shall cooperate in such defense in good faith.

This Covenant Not to Sue shall be binding on the Owners and any successor in interest or assign of the Owners.

Done and Agreed this 7 day of December, 2021.

Rolling Meadow Ranch Inc.

By: _____
Andrew Machata, President

James Sartori, d/b/a Willowbrook Farms

By: _____
James Sartori

Brevard County

RESOLUTION 2021-_168_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, RECOGNIZING VESTED RIGHTS ESTABLISHED BY THE FLORIDA LEGISLATURE FOR THE PROPERTY DESCRIBED IN CHAPTER 2019-176, LAWS OF FLORIDA CURRENTLY OWNED BY ROLLING MEADOW RANCH, INC. AND JAMES SARTORI DBA WILLOWBROOK FARMS AND WILLOWBROOK COAL COMPANY.

RECITALS

WHEREAS, the Florida Legislature has enacted a special act referred to as Chapter 2019-176 Laws of Florida (the Act) attached hereto as Exhibit 1; and

WHEREAS, the date of adoption of the Act was May 10, 2019; and

WHEREAS, the Act excluded certain properties (the Properties) from the city boundaries of the City of Palm Bay, Florida; and

WHEREAS, section 4 of the Act provides that "existing vested property rights, approvals, and entitlements attached to the property described in section 1, including the City of Palm Bay land use; zoning; PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements all of which, under this act, are deemed to be vested rights in those persons or corporations, owning lands described in section 1" of the Act; and

WHEREAS, section 4 of the Act grants the Brevard County Board of County Commissioners, as the governing body of Brevard County (the County) the alternative to "recognize and apply to the lands described in section 1. the Brevard County equivalent of the City of Palm Bay development densities, land-use designations, zoning, approved development plans, and permitting existing on the date this act is adopted; and

WHEREAS, the Brevard County Board of County Commission now desires to select the "recognize and apply" alternative which will recognize existing entitlements and approvals deemed vested rights attaching to the Properties and required the County Manager and staff to identify and apply equivalent County development densities, land use designations, zoning, approved development plans and permitting existing for the Properties commencing on the date of the adoption of the Act; and

WHEREAS, the County acknowledges receipt of: 1) the October 6, 2021 Cover Letter on the letterhead of the Widerman Malek law firm; 2) Appendix 1, Parts 1 & 2; and Appendices 2, and 3 as well as Exhibits 1 through 15 attached to and described in the above-described Cover Letter documenting the history of the Rolling Meadow Lakes subdivision approval process by the City of Palm Bay, Florida attached hereto as Exhibit 1A; and

WHEREAS, the County recognizes that on September 4, 2014, the Palm Bay City Council approved the Rolling Meadow Lakes application for PUD Final Development Plan which included Final Subdivision Plats for the Rolling Meadows Lakes subdivision; construction plans; Declarations and Covenants; Traffic Study; and Rolling Meadow Lakes Plats subject to the conditions specified letter from the City Clerk attached as Exhibit 2 and in the staff report attached as composite Exhibit 3); and

WHEREAS, the County recognizes that on August 6, 2015, the Palm Bay City Council voted to release Rolling Meadow Ranch Inc, as owner of Rolling Meadow Lakes, from the September 4, 2014 Developer Agreement imposed as one of the staff comments set forth in the staff report incorporated into the City Council's approval on September 4, 2014 (See attached composite Exhibit 4);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, as follows:

Section 1. Findings. The foregoing Recitals are hereby incorporated into this Resolution as findings of fact and law.

Section 2. Description of Vested Rights as to Rolling Meadow Lakes.

The Board of County Commissioners of Brevard County hereby specifically recognizes the following rights and entitlements vested by the Act, as approved by City of Palm Bay City Council prior to the effective date of the Act, for the Rolling Meadow Lakes property- as described in Exhibit 1 and identified in the Brevard Property Appraiser records as Tax Account # 3000220, 3000218, 3000275, and 3000268, attached hereto as composite Exhibit 5 as follows:

(1) The Future Land Use (FLU) designation for the property established by the City of Palm Bay as Single Family Residential not to exceed a maximum density of two (2) units per acre or a maximum of 2,820 units as contained in City of Palm Bay Ordinance 2005-51 (See attached composite Exhibit 6);

(2) Planned Unit Development (PUD) zoning for Rolling Meadow Lakes implemented by a city-approved PUD Final Development (described in attached composite Exhibit 3) which grants entitlements for 1,815 single family lots and 248 townhomes, and a total of 50.7 acres of commercial/institutional development, subject to meeting all the conditions contained in the City's staff report (attached as part of composite Exhibit 3), with the exception of those conditions thereafter waived or released by the City of Palm Bay City Council including but not limited to a condition requiring a Developer's Agreement which was waived and removed by the City Council (attached as composite Exhibit 4)

(3) Engineered construction plans approved during the City's approval of the September 4, 2014 Rolling Meadow Lakes PUD Final Development Plan and Final Subdivision Plat approval (which included a 185 page set of construction plans (Cover letter Appendix 1, Part 1, p. 0003), which construction plans were submitted to the City with other documents referred to in the application filed with the City of Palm Bay by email (attached Exhibit 7; Cover Letter Appendix 1, Part 1, p.003 of pp. 0001 through 0128; and Cover Letter Appendix 2), a copy of said construction plans signed and

sealed by a professional engineer being hereby incorporated by reference as composite Exhibit 8 having also been provided to Brevard County staff;

(4) Declarations and Covenants (Cover Letter Appendix 1, Part 1, pp. 0053-0093) approved by the City as part of the Rolling Meadow Lakes PUD Final Development Plan/Final Subdivision Plat application approval;

(5) March, 2011 Traffic Impact Analysis (Appendix 3 to cover letter), approved by the City as part of the Rolling Meadow Lakes PUD Final Development Plan/Final Subdivision Plat application approval, subject to update condition 7. 3. on page 00135 of Appendix 1, part 2.

(6) Subject to the mylar and recording condition set forth in Palm Bay Clerk's September 10, 2014 letter (Exhibit 2 to Resolution), Palm Bay City Council approved Rolling Meadow Lakes Plats at pp. 0151 to 0157 of Appendix 1, part 2, those plats being attachments to the Palm Bay Land Development Division Staff Report on Final Planned Unit Development for the Rolling Meadow Lakes PUD Application # PUD-16-2014, attached as Appendix 1, Part 2, the staff report being appended to the September 10, 2014 approval letter from to Palm Bay Clerk which also appears at Appendix 1, Part 2, p.0129.

(7) St. Johns River Water Management District Permit ERP # 4-009-15821-7 and any other SJRWMD permit, approving drainage calculations; all allowing discharge and flow of Rolling Meadow Lakes stormwater as shown in the above-referenced vested construction plans; and approving the discharge of Rolling Meadow Lakes stormwater into the Mary A mitigation bank, which stormwater drainage plan and drainage calculations were part of the application for Final PUD plan application filed with and approved by the City of Palm Bay.

Section 3. Description of Vested Rights as to Willowbrook Farms and Willowbrook Coal Company

The Board of County Commission of Brevard County hereby specifically recognizes the following rights and entitlements vested by the Act, as approved by City of Palm Bay City Council prior to the effective date of the Act, for the Willowbrook Farms and Willowbrook Coal Company property—as described in Exhibit 1 and identified in the Brevard Property Appraiser records Tax Account #'s as 1/2 portion of 3000153, 1/2 portion of 3000168, and all of tax parcels 3000152, 3000151, and 3000170 (See composite Exhibit 9) as follows:

(1) City of Palm Bay approved an application to change the Future Land Use classification for the Willowbrook Farms property to SFR limiting the density to 2 dwelling units per acre, as confirmed in composite Exhibit 10.

(2) As of the date of this Resolution, the Willowbrook Farms and Willowbrook Coal Company Property is being used primarily for agricultural purposes.

Section 4. Recognition and Application of Vested Rights.

In accordance with section 4. of the Act setting forth the County's authority to recognize and apply the categories of vested rights deemed by the Florida Legislature to have attached to the Properties, as described in the Act, the Board of County Commissioners of Brevard County, Florida does hereby:

(1) recognize the categories of and specific vested rights set forth in section 4. of the Act and Sections 2. and 3. of this Resolution , which vested rights are deemed attached to and exist upon the Properties as of the effective date of the Act on May 10, 2019;

(2) directs the County Manager and staff in all County departments with the responsibility of review of development and associated construction review responsibilities to identify and apply the Brevard County equivalent of the City of Palm Bay development densities, land-use designations, zoning, approved development plans, and permitting existing on the land as of May 10, 2019 without requiring any further County applications, reviews, approvals or hearings;

(3) direct the County Manager and staff of County departments with responsibility for preparing the 2023 Evaluation and Appraisal Review required under section 163.3191, Florida Statutes to incorporate such ministerial amendments to the County comprehensive plan as are necessary, if any, to reflect the vested rights provisions of state law manifested in Chapter 2019-176, Laws of Florida, such amendments to be submitted for review pursuant to 163.3184, Florida Statutes, only if required by law, as interpreted by the Florida Department of Economic Opportunity or a court of law;

(4) direct the County Manager and staff of the County Manager responsible for reviewing land use, zoning, or developments to apply currently existing county ordinance review procedures and standards to any developer-initiated amendment to vested approvals or entitlements that substantially increase the intensity, density, transportation impact and drainage impact as a result of a newly proposed use, newly proposed development configuration, newly proposed density or newly proposed improvement in lieu of a vested use, density, development configuration, improvement, permit, approval or other form of entitlement relating to the Rolling Meadow Lakes property and Willowbrook Farms and Willowbrook Coal Company property that has been deemed a vested right by the Act or by sections 2 and 3 above;

(5) direct that the County Manager and staff to facilitate and cooperate in the recording of the Rolling Meadow Lakes plats as approved by the Palm Bay City Council on September 4, 2014, subject to the conditions specified in section 2.(6) above and, as required by section 177.081(1), Florida Statutes, subject to the County surveyor's review and placement of evidence of review on the plat for any phase of the Rolling Meadow Lakes subdivision when that plat is offered for recording, provided:

a. the County surveyor review shall be limited to conformity of a plat with the requirements of chapter 177, Florida Statutes and shall not include review of any requirement, standard or provision established by County ordinance that is not set forth in Chapter 177, Florida Statutes; and

b. nothing in this subparagraph shall be deemed to constitute a waiver by Rolling Meadow Ranch, Inc. of the vested rights to

i. the configuration of lots, lot sizes, roads, bridges, easements, utilities, drainage systems, lakes or other improvements or features shown on a plat, in drawings within the plat or in notes on the plat;

ii. or in drawings, notes, figures or other matters appearing on the Rolling Meadow Lakes subdivision construction plans and plats approved by the City of Palm Bay, FL.;

(6) direct that any proposed development for residential use on all or any part of the Willowbrook Farms and Willowbrook Coal Company property may be processed in

accordance with County subdivision regulations that would apply to residential property under an equivalent County zoning classification allowing a density up to 2 units per acre.

(7) All future Willowbrook applications for land use, zoning, building permits, right of way use, conditional use, or other required permits for residential, industrial, commercial buildings, drainage facilities, infrastructure improvements, roads or other facilities not currently vested under the Act or this Resolution shall be governed by County regulations in existence at the time of the application.

(8) Direct that any mylar for a vested final plat submitted for recording that contains dedication language or plat notes providing that all roads within for private roads, private water facilities, private sewer facilities and other private utility facilities within the Rolling Meadow Lakes subdivision shall not require County staff review or approval prior to submitting the plat to the County Commission for signature and recording approval.

(9) Acknowledge the existence of St. Johns River Water Management District Permit ERP # 4-009-15821-7 allowing discharge of Rolling Meadow Lakes subdivision stormwater in the manner shown in the above-referenced vested construction plans along with the right to discharge such stormwater into the Mary A mitigation bank, and that no County approval of that drainage system is required.

Section 5. Covenant not to Sue

The County and Owners of the Properties have entered into the attached Covenant Not to Sue under which the Owners agree not to sue the County's for any Bert J. Harris Act or other claim arising out of third-party litigation or actions that diminish or modify the Owners' vested rights where such actions are the result of a lawsuit or actions taken by a state, local or district government agency other than the County, or are the result of a final judicial decree obtained by a third party lawsuit filed by an entity other than County or an agent or affiliate of the County. The details of that Covenant Not to Sue are set forth in the attached Exhibit 11 to this Resolution. The Owners and County have agreed that the Owners will defend any such suit or action against the County with the attorneys of the Owners' choice at the Owners' expense, and that the County shall cooperate in such defense in good faith.

Done and Resolved this 7 day of December, 2021

Brevard County

Kristine Zonka, Chair

(as approved by the Board on December 7, 2021)

Attest:

Jason Arthur, Chief Deputy

LIST OF RESOLUTION EXHIBITS

1- Chapter 2019-176

1A. Cover letter with Appendix 1, Appendices 2 and 3

2- Letter from PB Clerk

3- PB Staff Report

4- Removal of Conditions of Approval by PB City Council

5- Property Appraiser Info re: Rolling Meadow Ranch

6- PB Ord 2005-51 Rolling Meadow Land Use Map Amendment

7- Email filing application with PB

8- Construction Plans (as signed and sealed) incorporated into Resolution

9- Composite of property appraiser screen shots for Willowbrook property

10- City approval of FLU classification for Willowbrook

11- Covenant not to sue

CHAPTER 2019-176

Committee Substitute for House Bill No. 1063

An act relating to City of Palm Bay, Brevard County; excluding specified municipal lands within the corporate limits of the City of Palm Bay; providing that the county is responsible for the excluded territory; providing applicability with respect to existing contracts; providing applicability with respect to existing property rights and entitlements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Contraction of boundaries.—The present corporate limits of the City of Palm Bay, Brevard County, are contracted to exclude the following described lands and territory within Brevard County:

BEING A PARCEL OF LAND LOCATED IN THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30S, RANGE 36E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 118 THROUGH 122, 218 THROUGH 222, 318 THROUGH 322, 418 THROUGH 422, 518 THROUGH 522, 618 THROUGH 622, AND THE EASTERLY PORTIONS OF LOTS 117, 217, 317, 417, 517, AND 617, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TOWNSHIP 30S, RANGE 36E, BREVARD COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF THE AFORESAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30S, RANGE 36E; THENCE N 89°53'53" E, ALONG THE NORTH LINE OF SAID TOWNSHIP 30S, ALSO BEING THE NORTH LINE OF THE AFORESAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION, A DISTANCE OF 23834.07 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, N 89°53'53" E, A DISTANCE OF 7953.78 FEET TO THE NORTHEAST CORNER OF SAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION, S 00°51'04" W, A DISTANCE OF 7747.66 FEET TO THE SOUTHERLY TOP OF BANK OF A CANAL; THENCE DEPARTING SAID EAST LINE AND ALONG THE

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

SOUTHERLY TOP OF BANK OF A CANAL, N 89°04'04" W, A DISTANCE OF 7971.17 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY TOP OF BANK OF A CANAL, AND ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, SAID PUBLIC RECORDS, N 00°59'25" E, A DISTANCE OF 7604.12 FEET MORE OR LESS TO THE POINT OF BEGINNING; CONTAINING 1,402.99 ACRES, MORE OR LESS.

TOGETHER WITH:

BEING A PARCEL OF LAND LOCATED IN THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30 SOUTH, RANGE 36 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 718 THROUGH 722, 818 THROUGH 822, 918 THROUGH 922, 1018 THROUGH 1022, 1118 THROUGH 1122, 1218 THROUGH 1222; AND THE EASTERLY PORTIONS OF LOTS 717, 817, 917, 1017, 1117, AND 1217 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TOWNSHIP 30 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA ALSO BEING THE NORTHWEST CORNER OF THE AFORESAID AMMONIATE PRODUCTS CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30 SOUTH, RANGE 36 EAST; THENCE NORTH 89°53'53" EAST ALONG THE NORTH LINE OF SAID TOWNSHIP 30 SOUTH, ALSO BEING THE NORTH LINE OF THE AFORESAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION, A DISTANCE OF 23,834.07 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°59'25" WEST ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3821, PAGE 3059 A DISTANCE 7,604.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE, SOUTH 00°59'25"WEST, A DISTANCE OF 8,009.79 FEET TO THE SOUTH LINE OF SAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION; THENCE SOUTH 89°32'55" EAST A DISTANCE OF 7,990.82 FEET TO THE SOUTHEAST CORNER OF SAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION, NORTH 00°51'04" EAST A DISTANCE OF 7,942.75 FEET TO THE SOUTHERLY TOP OF BANK OF A CANAL; THENCE

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NORTH 89°04'04" WEST A DISTANCE OF 7,971.17 FEET MORE OR LESS TO THE POINT OF BEGINNING; CONTAINING 1,461.37 ACRES, MORE OR LESS.

TOGETHER WITH:

BEING A PARCEL OF LAND LOCATED IN THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION OF UNSURVEYED TOWNSHIP 30 SOUTH, RANGE 36 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 11, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING A PORTION OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2237, PAGE 362, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, INCLUDING CANALS AND ROAD RIGHTS-OF-WAY LYING WITHIN OR ADJACENT TO THE FOLLOWING DESCRIBED LOTS AND BEING DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE LOTS 111, 211, 311, 411, 511, 811, 911, 1011, 1111 AND 1211 LYING EAST OF THE EAST TOE OF SLOPE OF AN EXISTING LEVEE, LOTS 112, 212, 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212, 113, 213, 313, 413, 513, 613, 713, 813, 913, 1013, 1113, 114, 214, 314, 414, 514, 614, 714, 814, 914, 1014, 1114, 115, 215, 315, 415, 515, 615, 715, 815, 915, 1015, 1115, 116, 216, 316, 416, 516, 616, 716, 816, 916, 1016, 1116 AND THE WESTERLY PORTIONS OF LOTS 117, 217, 317, 417, 517, 617, 717, 817, 917, 1917, 1117 AND A POTION OF LOTS 610, 611, 710, 711, 1213, 1214, 1215, 1216 AND 1217 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TOWNSHIP 30 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE NORTH 89°53'53" EAST, ALONG THE NORTH LINE OF SAID TOWNSHIP 30 SOUTH, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE AFORESAID AMMONIATE PRODUCT CORPORATION'S SUBDIVISION, A DISTANCE OF 15,953.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°53'53" EAST A DISTANCE 7,880.54 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°59'25" WEST A DISTANCE 15,360.29 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2760, PAGE 2585; THENCE NORTH 89°19'12" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1,604.38 FEET; THENCE NORTH 88°45'34" WEST A DISTANCE OF 1,089.07 FEET; THENCE NORTH 89°32'55" WEST, ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2983, PAGE 4470 AND OFFICIAL RECORD BOOK 2983, PAGE 4482, A DISTANCE OF 1,927.00 FEET; THENCE SOUTH 00°27'13" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 275.00 FEET TO THE CENTERLINE OF A 60 FOOT PLATTED RIGHT-OF-WAY, SAID PLATTED RIGHT-OF- WAY LYING SOUTHERLY OF AND COINCIDENT WITH THE SOUTH LINE OF TRACTS 1200 THROUGH

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1222 AS SHOWN ON SAID PLAT OF THE AMMONIATE PRODUCT CORPORATION'S SUBDIVISION; THENCE, ALONG SAID CENTERLINE NORTH 89°32'55" WEST A DISTANCE OF 3,226.75 FEET; THENCE, DEPARTING SAID CENTERLINE, NORTH 05°13'01" EAST A DISTANCE 907.09 FEET; THENCE, ALONG THE EAST TOE OF SLOPE OF AN EXISTING LEVEE, NORTH 00°25'08" EAST, A DISTANCE OF 2,153.27 FEET; THENCE NORTH 00°14'40" EAST A DISTANCE OF 1,030.12 FEET; THENCE NORTH 00°38'28" EAST A DISTANCE OF 1,065.15 FEET; THENCE NORTH 00°42'18" EAST A DISTANCE OF 1,098.48 FEET; THENCE NORTH 00°39'29" EAST A DISTANCE OF 1,057.99 FEET; THENCE NORTH 00°54'13" EAST A DISTANCE OF 268.52 FEET; THENCE, DEPARTING SAID EAST TOE OF SLOPE, NORTH 89°59'47" WEST A DISTANCE OF 1,022.12 FEET; THENCE NORTH 00°00'07" EAST A DISTANCE OF 1,288.60 FEET; THENCE SOUTH 89°59'42" EAST A DISTANCE OF 1,042.40 FEET TO THE EAST TOE OF SLOPE OF AN EXISTING LEVEE; THENCE NORTH 00°54'18" EAST ALONG SAID EAST TOE OF SLOPE A DISTANCE OF 1,437.00 FEET; THENCE NORTH 01°20'11" EAST A DISTANCE OF 1,089.90 FEET; THENCE NORTH 00°41'41" EAST A DISTANCE OF 1,170.38 FEET; THENCE NORTH 00°01'17" EAST A DISTANCE OF 1,115.45 FEET; THENCE NORTH 01°11'22" EAST A DISTANCE OF 1,701.31 FEET; THENCE, DEPARTING SAID TOE OF SLOPE, SOUTH 89°59'51" WEST A DISTANCE OF 28.97 FEET; THENCE NORTH 00°00'09" WEST A DISTANCE OF 157.51 FEET TO THE POINT OF BEGINNING; CONTAINING 2,800.00 ACRES, MORE OR LESS.

TOGETHER WITH:

CERTAIN REAL PROPERTIES LOCATED SOUTHWEST OF THE WESTERN TERMINUS OF WILLOWBROOK STREET, IN THE VICINITY WEST OF BABCOCK STREET, AND LEGALLY DESCRIBED HEREIN:

THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3425, PAGE 3276, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; CONTAINING 146.75 ACRES, MORE OR LESS.

TOGETHER WITH:

CERTAIN REAL PROPERTIES LOCATED IN THE VICINITY WEST OF BABCOCK STREET, ADJACENT TO THE SOUTH CITY LIMITS EXTENDING TO WILLOWBROOK STREET, AND LEGALLY DESCRIBED HEREIN:

THE WEST ½ OF SECTION 5; ALL OF SECTION 6; THE NORTH ½ OF SECTION 7; AND THE NORTHWEST ¼ OF SECTION 8; ALL IN TOWNSHIP 30S, RANGE 37E, BREVARD COUNTY, FLORIDA. LESS

THAT PART OF THE NORTH ½ OF SECTION 7 AND THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 30S, RANGE 37E, BREVARD COUNTY, FLORIDA, LYING SOUTH OF AND ADJACENT TO THE WESTERLY EXTENSION OF SAN SEBASTIAN DRAINAGE DISTRICT MAIN CANAL (AKA SOTTILE CANAL), AS LAID OUT AND IN USE AS SHOWN ON SURVEY OF HUTCHEON ENGINEERS, DATED APRIL 25, 1980 (DRAWING 80-3-01037); AND AS FURTHER DESCRIBED IN OFFICIAL RECORDS BOOK 2234, PAGE 2693).

Section 2. Upon the effective date of this act, Brevard County shall be responsible for and embodied with all powers granted in chapter 125, Florida Statutes, over the territory excluded by this act from the City of Palm Bay.

Section 3. This act does not affect or abrogate the rights of parties to any contracts in effect before the effective date of this act, whether such contracts are between the City of Palm Bay and a third party or between nongovernmental entities. This provision is limited to contracts that were not predicated on such deannexed properties being part of the City of Palm Bay.

Section 4. This act does not affect or abrogate existing vested property rights, approvals, and entitlements attached to the property described in section 1, including the City of Palm Bay land use; zoning; PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements all of which, under this act, are deemed to be vested rights in those persons or corporations, owning lands described in section 1. Brevard County government may recognize and apply to the lands described in section 1. the Brevard County equivalent of the City of Palm Bay development densities, land-use designations, zoning, approved development plans, and permitting existing on the date this act is adopted. Alternatively, and subject to both property rights and procedural protections contained in applicable state laws pertaining to land use, zoning, permitting, development agreements, and property rights protection, Brevard County may initiate and apply to the property described in section 1. such land use changes, zoning changes, or density changes that the county deems to be consistent or internally consistent with the county comprehensive plan. The City of Palm Bay, shall provide such lands with access to public water and sewer utility services on the same terms and rates as similar properties located outside the municipal boundaries of the City of Palm Bay and not to exceed surcharges established in s. 180.191, Florida Statutes, provided that the City of Palm Bay may not require annexation of the property described in section 1. or any other property into the City as a condition to receiving such utility services unless the property owners freely choose to initiate a voluntary annexation of that property in accordance with the provisions of s. 171.044, Florida Statutes, as that statute may be amended or renumbered from time to time.

Section 5. This act shall take effect upon becoming a law.

Approved by the Governor May 10, 2019.

Filed in Office Secretary of State May 10, 2019.

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MELBOURNE OFFICE
1990 W. NEW HAVEN AVE.
SECOND FLOOR
MELBOURNE, FL 32904
321.255.2332

October 6, 2021

Abigail Jorandby, Esq.
2725 Judge Fran Jamieson Way
Melbourne, FL 32940

Abby:

I have attached a revised resolution to reflect the matters discussed below.

OVERVIEW AND OUTLINE OF PALM BAY APPROVAL PROCESS FOR ROLLING MEADOW LAKES FINAL PUD ZONING

The outline below sets forth the approval process for a **Planned Unit Development Application (PUD) Final Development Plan**, as established by chapter 185 of the City Zoning Code. (Included in Exhibit 11 attached to this letter) The attached Bate-stamped Appendix 1, Part 1 contains 128 pages of documents submitted in the Rolling Meadow Lakes applications for Preliminary and Final PUD development plan approval in compliance with the City's codified process for obtaining a **Planned Unit Development (PUD) Final Development Plan** in 2014.

I want to emphasize that my clients followed the express City staff instructions for filing an application for the Final Development Plan which, by ordinance, completes the PUD zoning process. In particular, my client adhered to directions from David Watkins who was head of the City's growth management department approval during that time period. As you will see, Mr. Watkins instructions were consistent with the City's PUD approval ordinances and application forms which require a suite of documents to be submitted as part of the application for Final PUD zoning approval. The City process in effect at the time—which the applicable ordinances support to this day—was to:

1. File an application for Preliminary PUD development approved
2. Within one year after that approval, file an application for a PUD Final Development Plan comprised of a suite of documents including a recordable Final Subdivision Plat together with Construction Plans for infrastructure (roads, sewer, water etc.), Deed Restrictions and a traffic study and a phasing plan.

By ordinance, approval of the PUD Final Development Plan/Final Subdivision Plan application constituted approval of PUD zoning for the project.

As mentioned, the applicable City ordinances required—and still requires—the filing of construction plans as one of the suite of documents that must be filed to complete an application for approval of a PUD Final Development Plan. The entire application was then submitted for review and approval by the City Council, which votes to approve, approve with conditions or deny the application as a whole—as opposed to approving each individual document separately. Irrespective as to what the City may do now, when my client's application for Final PUD approval came before the City Council in 2014, the Final Development Plan/Final Subdivision Plat and construction plans, Deed Restrictions and phasing plan were all part of the application approved by the City Council.

The formal PUD zoning approval process actually started in 2005 and was continuously being coordinated and reviewed by the City and its staff through 2009-2010. However, due to recessionary market conditions at that time, the formal application for renewed approval of a PUD Preliminary Development Plan and an application for a PUD Final Development Plan/Final Subdivision Plat was deferred until 2014. However, my client was working with the City during that entire nine-year period and ultimately utilized the accumulated engineering work product that nine-year period to file the applications. A timeline recounting the review process over the period between 2005 and the 2014 is recounted in a 2014 letter to David Watkins from the client's engineer Scott Glaubitz, which appears in Exhibit 12. That timeline also indicates how the process slowed down in 2010 due to a downward turn in the real estate market.

It is, therefore, my client's code-supported position that the City process for approving a **Planned Unit Development Application (PUD) Final Development Plan** requires a PUD Final Development Plan that also satisfies the subdivision platting requirements set forth in chapter 177, Florida Statutes. The attached documentary evidence clearly demonstrates Rolling Meadow Ranch, Inc. as the developer and the City followed the City-ordained application procedures covering both the Final Development Plan and Final Subdivision Plat. The City's Final Subdivision Plat procedures expressly (not once, but twice) require the submittal of construction plans for review by the city staff and Planning and Zoning Board (a/k/a Local Planning Agency) for its recommendation prior to submittal to the City Council.

Both the staff review, and the P&Z/LPA recommendation are then presented to the City Council at the public hearing on the **Planned Unit Development Application (PUD) Final Development Plan**, which is part of the process followed for approval of

the entire application by the City Council. Both the Final Subdivision Plat and Final Development Plan procedures in the City Code expressly state that the City Council must approve **the application—which application, by code, had to include a set of construction plans in order to be complete.**

Because the City approved the Rolling Meadows PUD Final Development Plan application in accordance with the application process (which expressly includes construction plans), Scott Glaubitz affidavit is true and correct. My client's 2014 application was prepared and submitted to the City in accordance with City staff direction, that the application was supported by the City, and that the underlying documents submitted, including the construction plans, conform in all respects to the requirements of the City Code. My client's **Planned Unit Development Application (PUD) Final Development Plan review by the City Council** inclusive of all the above-mentioned documents, including the construction plans, were, in fact, reviewed and approved by the City Council using procedures applicable to PUD Final Development Final Plan/Final Subdivision Plats which, by Code, must conform to the requirements of Florida's platting statute, chapter 177, Florida Statutes.

The water infrastructure, sewer infrastructure, road and drainage engineering/construction plans were an integral and required part of the approved application for a Final PUD Development Plan because of the City-mandated requirement that the submitted PUD Final Development Plan application abide by the City's Subdivision Regulations, which include approval of a Final Subdivision Plat.[1] (In fact the City of Palm Bay has previously reviewed and approved my client's water and sewer construction plans, and is now required by Chapter 2019-176, Laws of Florida (the Act) to provide water and sewer to the Project.) As a result, by code, the **Planned Unit Development Application (PUD) Final Development Plan** application approved by the City Council on September 4, 2014, by code, included construction plans as part of the City Council's approval.

The Special Act

Subsequent to the City Council approval of the Rolling Meadow Lakes PUD Final Development Plan and Willowbrook Farms 2-unit per acre land use, my clients determined it was in their best interest to de-annex from the City of Palm Bay. To that end, my clients joined together approached Brevard County and the Brevard County legislative delegation seeking a special act to accomplish the de-annexation while retaining as vested rights all zoning, land use, permitting and other entitlements

[1] Applicable Palm Bay Code provisions are set forth in Exhibit 11 to this letter.

approved for my clients' property, including such approvals from the City. A proposed House Bill was prepared and reviewed at meetings/hearings held by the Brevard legislative delegation at both the state and county level. That legislation was vetted by and fully supported by the legislative delegation house members and senators as well as their staffs, as well as both the Florida House of Representatives and the Florida Senate, passed by both bodies and signed into law by the Governor as Chapter 2019-176, Laws of Florida:

Chapter 2019-176, section 4 expressly states that:

"This act does not affect or abrogate existing vested property rights, approvals, and entitlements attached to the property described in section 1, including the City of Palm Bay land use; zoning; ***PUD preliminary, final, or other site plan approvals; permitting approvals; and entitlements all of which, under this act, are deemed to be vested rights*** in those persons or corporations, owning lands described in section 1."

Any attempt by the County or the City to divest my client of the vested rights arising out of the City's approval of Rolling Meadow's **Planned Unit Development Application (PUD) Final Development Plan** application (which includes the construction plans) would give rise to all remedies available to the property owners, including but not limited an inverse condemnation or a Bert Harris claim, as acknowledged in section 4 of chapter 2019-176, Laws of Florida, or a 42 USCA §1983 Civil Rights Claim for deprivation of property rights. My clients have spent large amounts of money getting through the Palm Bay approval process and subsequent legislative process with the absolute knowledge that they had received the Palm Bay approvals which now constitute their vested rights under the Act.

That said, here is the documented process the City followed by my client in obtaining City Council in approving the Rolling Meadow Lakes PUD Final Development Plan. Mr. Balter was not a planner working for the City of Palm Bay in 2014. His claim that the City's approval of Rolling Meadow Lakes construction plans was not obtained by Rolling Meadow Ranch, Inc. is simply not true. Mr. Balter was clearly unaware of Mr. Watkins instructions to my clients' engineers or the applicable City ordinances.

Those instructions and ordinances were the actual process followed by Mr. Watkins and the City from 2007 through 2014 when the Rolling Meadows **Planned Unit Development Application (PUD) Final Development Plan** application was reviewed

and approved. What Mr. Balter has claimed about the construction plans not being approved is simply not true, as evidenced by the applicable city ordinances and history of the project as evidenced by the supporting documents we are providing to your office. That history is detailed below.

1. **The 2005 City approval of Rolling Meadow Lakes PUD Preliminary Development Plan Approval**

The Rolling Meadow Lakes subdivision project began in 2005 with the Palm Bay City Council approval of the Rolling Meadow Ranch Lakes Preliminary Planned Unit Development Plan. (Exhibit 1)

2. **2007 Reapplication Process**

a. Exhibit 2 is an email string from February 23, 2007. The highlighted portion of Dave Watkins' (Growth Management Director) indicates that the 2005 approval had expired and that Rolling Meadow Ranch, Inc. (Developer) had already submitted construction plans which were comprised of at least 276 sheets. The Developer was instructed to follow the process outlined in the email (below). I have highlighted in green the portions of this email relating to the construction plans.

The requirement under "A." below specifies that "**the layout detail must be provided in subdivision form for the Final PUD**." As explained later in this letter (section 6 and 7, below), the City's ordinance relating to PUD Final Development Plan approval requires the Final Development Plan to take the form of a recordable subdivision plat meeting the requirements of Florida's platting statute, chapter 177, Fla. Stat. As you can see in Exhibit 2 and will see again in sections 6 and 7, below, Mr. Watkins direction to submit **construction plans** is consistent with a requirement set forth in the City's Final Subdivision Plat ordinance specifying the subdivision regulations required for a subdivision plat, the requirement for approval of a "Final PUD." What follows are Mr. Watkins' application instructions in 2007. Please note those instructions track the applicable City ordinances and the ordinance requirements for Final PUD approval had not changed in 2014, when the Rolling Meadow Lakes application was filed.

"Construction Plans - 2 complete sets (one for Hector and one for Ralph Jenkins in Utilities) need not be signed and sealed at this time since most likely

will be changes For Final PUD review we need Sheets 1 thru 21. 246 , 247, 261. 262, 275 and 276. Will need the 16 sets of those sheets.

Preliminary PUD - This expired October 20. 2006. Staff cannot extend that date (we do not have the authority) and Council cannot extend it once it expires. In addition, the final Is not the same as the preliminary, so the overall needs revision anyway. Submit the overall layout with revised counts and a Preliminary PUD application so we can move these forward at the same time.

Final PUD - Below are conditions originally approved to be met on the final. This info needs to be submitted.

A. The layout detail must be provided in subdivision form for the Final PUD.

B. Architectural schematics are required during Final PUD approval for all nonresidential structures proposed.
C. Deed restrictions must be submitted for Final PUD approval.
D. A traffic study must be prepared to determine impacts to Babcock Street, Lowry
Boulevard, Palm Bay Parkway and intersections along those roadways, including provisions for the intersection of the Palm Bay Parkway and Malabar Road. This project must participate with their share of the Southeast Assessment District Improvement Project.[2]
E. Analysis must be provided that the 1,000 foot radius for the Palm Bay Parkway meets
FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.
F. The Final PUD must identify sufficient commercial and public/semipublic acreage to serve the development. The applicant needs to provide commercial land at the
Lowry/Palm Bay Parkway intersection and in the mixed multifamily/commercial area shown on the Preliminary Plans. No commercial is actually shown at present.
G. Phasing must be provided on the Final PUD.

Future Land Use Element Policy FLU-8.30 requires an analysis of Interstate 95 levels of service in addition to the areas identified previously.

Developer's Agreement - The City will require a developer's agreement prior to final approval."[3] (Exhibit 2, Emphasis supplied)

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[2] Under §184.18(15) of the Palm Bay City Code, a traffic study is required for all proposed residential subdivisions in the City.
[3] The Developer Agreement requirement was waived by the City Council in 2015, as indicated in the exhibits attached to the proposed resolution submitted with this letter.

Three traffic studies have been provided to the City.[4] The Developer's Agreement requirement was waived by the City Council in 2015, as mentioned in the resolution documentation I have provided. The traffic studies are available upon request. In addition, a St. Johns River Water Management District permit was applied for and received by the Developer. Those documents can also be provided upon request, though they are not relevant to the issue relating to the City's approval of Rolling Meadow Lake construction plans.

b. Exhibit 3 is a March 3, 2007, cover letter from BSE Consultants (Developer's engineer) delineating the contents of the submittal including the application for Final PUD approval (the form for which is appended to the BSE letter). The cover letter indicates that entire submittal was provided on a CD-rom enclosed with the application, which is a requirement of the City's Final Subdivision Plat ordinance (discussed in section 6 and 7) . That CD included construction plans, referred to as "engineering plans," as indicated in section 7) of the application form appended to the cover letter. As indicated in section 7) B of the application, that CD submittal also included a Final Development plan which is described as meeting the requirements for a subdivision plat.

3. **2008 City Staff Review of Rolling Meadow Lakes Construction Plans**

a. Exhibit 4 is a March 6, 2008, email documenting the City staff's first sheet-by-sheet **construction plan** review by the City land development, planning, public works, fire, and utilities departments. This review results in a revised set of construction plans that are submitted in 2009. (See Exhibit 5, discussed in section 4. below)

4. **2009-2010 Staff Review and Preapplication Activity**

a. Exhibit 5 is a September 9, 2009, email string between BSE and the City discussing the submittal of a revised set of construction plans with a request for a pre-review meeting to go over changes in order to shorten the review time.

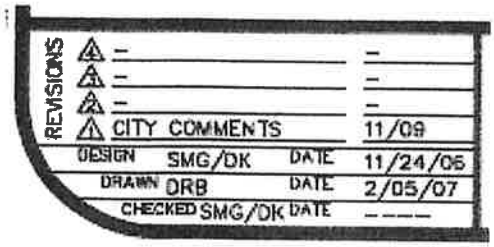
b. Exhibit 6 is the first page of a November 2009 62-page BSE Master Sanitary Sewer Study for Rolling Meadow Lakes. Copies are available upon request.

c. Exhibit 7 is a "Discussion Points" agenda for a November 17, 2009, meeting between BSE and City staff. The discussion points include several components of the engineering drawings/construction plans. Hand-written notes from a BSE attendee to which the agenda was attached indicates the purpose of the meeting was "Construction Review Meeting."

[4] See Appendix 4 Traffic Study

d. Exhibit 8 is a 31-page November 20, 2009, letter responding to staff comments on the construction plans.
e. Exhibit 9 is a December 21, 2009, email from City staff with 14 pages of preliminary staff comments related to the Rolling Meadow Lakes construction plans and "site" plan.
f. Exhibit 10 is a January 8, 2010, 18-page email from City staff with staff comments on the Rolling Meadow Lakes construction plan and site plan submittals (referred to generically by the author as "site plan"). The term "construction plans" is commented upon 13 times.

As demonstrated in Appendix 2, the foregoing staff comments were addressed in a revised set of construction plans provided in the 2014 application submittal to the City for PUD Final Development Plan approval. In the lower left hand corner of each sheet in those plans a note appears indicating the plans were revised to address 11/2009 staff comments. (See note below and Appendix 2)



As mentioned in Exhibit 12, in 2010 there was a downturn in the market for developable land. Consequently, interaction between staff and the Developers engineers over the next two years was primarily focused on analysis of traffic and road issues. Documentation of that interaction is available upon request but is not particularly relevant to the vested rights to construction plan approval. However, in December of 2012 the staff/developer discussions about the Rolling Meadow Lakes project were renewed, as demonstrated in Exhibit 15. That renewed activity related to traffic and road infrastructure issues tied to the alignment of the St. Johns Heritage Parkway, which was among several issues the Developer was working on with staff for most of 2013, thereby holding up the formal application for both the Preliminary Development Plan and Final PUD development plan approval until 2014.

5. 2014 Application Requirements

The history of this application is concisely spelled out by the Developer's engineer, Scott Glaubitz, in Exhibit 12. Notably, since 2005 the PUD zoning approval

process has not changed. As explained above, and in sections 6 and 7, the PUD approval process requires City Council approval of a Preliminary Development Plan followed by City Council approval of an application for a Final Development Plan—an application which includes construction plans and several other items which are all approved as part of the application for a PUD Final Development Plan/Final Development Plat which, by City ordinance, the approval of which culminates the PUD zoning process (See discussion in sections 6 and 7).

That this process has been in place since before 2005, is evidenced by the 2005 Rolling Meadow Lakes PUD Preliminary Plan application staff report (Exhibit 16) which, at pp. 2-3, sets forth the documents that must be approved as part of the City's approval of the application for a Final Development Plan which, by ordinance, must take the form an application for a Final Development Plat. (See more detailed discussion in sections 6 and 7 below).

The **Planned Unit Development Application (PUD) Final Development Plan** application form filed by Rolling Meadow Ranch, Inc. on June 24, 2014 ("the application", See Appendix 1, Part 1, pp. 0001-0128) contained the following statements in the 2014 application form indicating that an application for **Planned Unit Development Application (PUD) Final Development Plan** must be complete before that plan will be placed on the agenda of the City's planning and zoning board for review, which is a prerequisite to City Council consideration (as discussed in sections 6 and 7):

> "This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. **The application** will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. (APP 1, Part 1, p.0038)
>
> I, THE UNDERSIGNED UNDERSTAND THAT **THIS APPLICATION MUST BE COMPLETE** AND ACCURATE **BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY**, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. (APP 1 Part 1, p.0040)

Section 7) of that same 2014 application form specified the following items had to be attached as part of a complete application:

"7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:
a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways. d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the **City of Palm Bay Subdivision regulations.**(Emphasis supplied)[5]

B) A final development plan containing:
a) North arrow, scale (1" = 200' or larger}, date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of
ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and
structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses
(if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than
residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that
clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of
every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines

[5] Palm Bay subdivision regulations are set forth in chapter 184 of the Palm Bay Code (See Exhibit 1 at the end of this letter for provisions relevant to the approval of an "application" that includes construction plans)

j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in India ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.[6]

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title." (APP Part 1, p.0039) (Emphasis supplied) [7]

Section 7) A of the foregoing application requiring compliance with the City of Palm Bay Subdivision Regulations, together with the provision in Palm Bay's PUD Final development plan application form requiring conformity to the subdivision platting requirements of Chapter 177, Florida Statutes tracks section §185.067 of the Palm Bay Code relating to the process for obtaining Final Development Plan approval for a PUD. Subsection (C) of that code section states:

(C) *Recording of final development plan.*

(1) After approval by the City Council of the final development plan application, the City Clerk shall see that **all requirements of Fla. Stat. Ch. 177** have been complied with before the final development plan is recorded in the public records of the county. (Emphasis supplied)(See Exhibit 11)

The term "Final Development Plan" is defined in §185.060 of the City Code as "[t]he development plan approved by the City Council and recorded with the clerk of the circuit court of the county according to the provisions of this chapter.(See Exhibit 11) As stated in section 7) A. of the application form for a PUD Final Development Plan approval, engineering plans shall be in conformity with the requirements and specifications of the **City of Palm Bay Subdivision regulations.**(Emphasis supplied)[8]

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[6] This requirement on the application originates under s. 177.081(1), Fla. Stat.
[7] The requirements forth in subsection 7. B. of the application conform to the statutory formatting and content of a subdivision plat specified in s.177.091, Fla. Stat.
[8] Palm Bay subdivision regulations are set forth in chapter 184 of the Palm Bay Code (See Exhibit 11 at the end of this letter for provisions relevant to the approval of construction plans issue)

In other words, the Final Development plan must take the form of a recordable plat meeting the requirements of Chapter 177, Fla. Stat. as well as the City's Subdivision Regulations, which regulations are discussed below.

6. **The Palm Bay Final Subdivision Plat code.**

The City Clerk indicated that an additional condition of City Council's approval for the Rolling Meadow Lakes PUD was "the recordation of the final plat with Brevard County", which the City Clerk specified as requiring a "mylar". (APP 1, PART 2, p.0129) The requirement for a "mylar" is set forth in section 184.09 (B) of the City Code entitled: "Recording of the Subdivision Plat."

To obtain a recordable subdivision plat in the City, the Developer must meet the submittal requirements for a "Final Subdivision Plat" as set forth in both §184.08 of the Code and §184.28, of the City Code, the latter of which also sets forth very limited requirements for what must be shown in the **construction plans**. (See Exhibit 11)

Under section 184.08(A), an application for a final subdivision plat "must be accompanied by two (2) copies of the final plat and **construction plans"** (See Exhibit 11) However, under §184.28(A) the Final Subdivision Plat submittal requirements, a **completed application** for Final Subdivision Plat approval requires the submittal of **construction plans** in CD format. Please note that the complying Rolling Meadow Lakes CD appears at page 0003 of Appendix 1, Part 1. That CD includes 197 pages of construction plans and topographical maps, which have already been delivered to the County and can be redelivered or transmitted in pieces to the County Attorney's Office if necessary.[9]

The application submitted by Rolling Meadow Ranch's engineer, Scott Glaubitz, contained the following (See Appendix 1, Part 1, pp. 0001-003):

1. Final PUD Application Form
2. Engineering plans[10] including
    a. Boundary survey
    b. Offsite flow way plans
    c. St. Johns Heritage Parkway Plans
    d. Topography Map
    e. Plat Drawings (Appendix 1, Part 2, pp. 0151 to 0157) [11]

[9] John Denninghoff can confirm the delivery of those construction plans.
[10] See Appendix 1, Part 1, p.0003
[11] Required by §184.08, Palm Bay City Code.

f. Development Schedule
g. Declarations and covenants (attached as Appendix 3)[12]
h. Tax Receipts

Appendix 2 provides an index to the plans; general notes sewer collection system; water distribution system, erosion control system, storm water system, construction in roads streets, right of ways and parking areas; as well as pages from several components of the engineering/construction plans referenced in Mr. Glaubitz cover letter. Those engineering/construction plans include drainage system construction plans, road construction plans, water infrastructure construction plans, phasing and signage plan, and a dewatering plan. These plans were included in the CD shown on page 0003 of Appendix 1, Part 1, as required by §184.28(A) of the City Code.

Notably, construction plans for all utilities for residential projects, such as Rolling Meadow Lakes, are reviewed by the Utility Department;[13] the developer's stormwater drainage facilities must be approved the City Public Works director;[14] public utility improvements and private utilities improvements connecting into the City utility system must be reviewed and approved by the City Utility Department;[15] drainage plans must be approved by the City Engineer;[16] and road construction and drainage in residential subdivisions must comport with the Final Subdivision Plat standards, which plats are subject to review by City Staff.[17]

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[12] Deed Restrictions must be submitted as part of the Final Subdivision Plat approval process. **§184.16 DESIGN IMPROVEMENT AND RESERVATION STANDARDS.**

[13] **§ 200.16 ENGINEERING SERVICE CHARGES.**
(A) *Project Plan Review, Permit Applications, Utility Agreement Administration Fees, and Inspection Fees.* The Utilities Department will charge a base fee for plan review and administrative costs, and an inspection fee for all commercial, multifamily, industrial and residential subdivisions projects.

[14] **§ 174.095 STORMWATER DRAINAGE FACILITIES.**
(A) The owner of real property is responsible for providing and maintaining stormwater drainage facilities to collect and dispose of stormwater on-site in compliance with local law. It shall be unlawful for any person to alter non-city maintained or owned stormwater drainage facilities without the prior approval of the Public Works Director or other agencies having jurisdiction. No changes shall be permitted by the Public Works Director which will adversely affect the stormwater management system in the area of the property

[15] **§ 44.04 DUTIES AND RESPONSIBILITIES. (Utilities Dept)**
(C) Oversees the construction of public utility improvements. Reviews and provides approvals and construction inspection of private utility improvements connecting to the city's centralized systems.

[16] **§ 174.065 APPROVAL REQUIRED; EXCEPTIONS.** (A) A drainage plan must be approved by the City Engineer, unless exempted by divisions (B), (C), (D), (E) or (F) below..."

[17] Chapter 184, Palm Bay City Code, §184.08.

According to section 184.08(E) of the Code, the City's application review process for the final subdivision plat (a/k/a final development plan) and the above-referenced construction plans is as follows:

> "(E) ***Final approval***. After the **Planning and Zoning Board has reviewed the final plat** and **construction plans,** the city staff report with its recommendations, and testimony and exhibits submitted at the public meeting, the Planning and Zoning Board shall forward its recommendations for final action to the City Council. Upon receiving the recommendation of the Planning and Zoning Board including the city's staff report, the City Council shall hold a public meeting and shall act to either approve, approve with conditions, or disapprove **such application."** (Emphasis supplied; See Exhibit 11)

PLEASE NOTE THAT ACCORDING TO §184.08(E), THE CITY COUNCIL MUST APPROVE, CONDITION, OR DISAPPROVE **THE APPLICATION**—WHICH INCLUDES BOTH THE FINAL PLAT **AND CONSTRUCTION PLANS**.

Section 184.08(E) of the Final Subdivision Plat review ordinance requires that both the Planning and Zoning Board recommendation AND a staff report must be presented to the City Council at a public hearing on **the application**. (See Exhibit 11)

The review procedures under 185.067(B) relating to final development plan approval only require a review by the planning and zoning board, and a subsequent approval, denial or approval with conditions by the City Council at a public hearing, but do not require a staff report. As shown in Appendix 1, Part 2 (Clerk letter and attached staff reports), Appendix 1, Part 3 (Clerk letter and attached staff reports) and Exhibit 14 (9-4-2014) minutes, the City Council was presented with both the Planning and Zoning Board recommendation and a staff report on the PUD Final Development plan, thereby satisfying the requirements of both §184.08(E) and §185.067(B).

PLEASE NOTE THAT §185.067(B) ALSO REQUIRES THE CITY COUNCIL TO APPROVE, APPROVE SUBJECT TO CONDITIONS, OR DENY **THE APPLICATION** FOR FINAL DEVELOPMENT PLAN APPROVAL. In relevant part, that provision reads as follows:

> §185.067(B) *Procedure.*
>
> (2) The Planning and Zoning Board shall recommend the approval, approval subject to conditions, or disapproval of the final development plan with the preliminary development plan, the sufficiency and accurateness of the required exhibits, and the requirements and purposes of this subchapter and any other applicable provision of this code of ordinances and any other regulation of the city. The Planning and Zoning Board

shall recommend the approval, approval subject to change, or denial of the final development plan.

(3) The City Council shall review the recommendations of the Planning and Zoning Board at a regular public hearing of the City Council and shall approve, approve subject to conditions, or deny **the final development plan application. The final development plan approval shall constitute a PUD rezoning enacted by Ordinance**. The final development plan shall be binding upon the land contained with the plan. Any proposed modifications to the final development plan shall be submitted to the Growth Management Director for determination of departure. If determined to be a substantial deviation from the approved final development plan, the applicant must receive Final PUD approval from City Council for such deviation. See Exhibit 11)

Therefore, to finalize a PUD rezoning under the Palm Code, a Final Development Plan application consisting of a suite of documents, including construction plans, must be approved by the City Council. The construction plans, a Final Subdivision Plat (and other documents) are all required to complete an application under the City's application form, and under §§185.067,184.08(A) and 184.28 of the City Code. Finally, consistent with that process, please note that §185.067(1) of the Code also requires a fee for "plat filing". (See Exhibit 11)

7. **The Staff Report**

Paragraph 1, sentence 3 of the August 6, 2014, under the sub-heading "Analysis" in the staff report indicates that the staff reviewed "**the submitted plats**." (App. 1, part 2, p.0134). The 3rd sentence in ¶3 of that staff report "Analysis" states: "**Subsequent plats** show these tracts to be subdivided into lots and private streets are also shown." (App. 1 part 2, p. 135). The word "plat" is used (8) times in the August 6, 2014, staff report "analysis" comments in paragraphs 1 through 6 relating to the Rolling Meadow Ranch application for approval of a "Final Planned Unit Development". (App. 1 part 2, pp. 0134-135.). The actual plats reviewed by the staff are attached to the staff report. (App. 1, part 2, pages 0151 to 0157).

Since the city staff were clearly reviewing Rolling Meadow Lakes plats and the City Council followed a procedure that covered both the Final Subdivision Plat procedure of section 184.08(E) and the Final Development Plan procedure; and since the City Clerk requested a mylar version of the Rolling Meadow Lakes plats for recording with the Brevard County Clerk, the only reasonable conclusion that can be drawn from the evidence presented is that the City's action approved the Rolling Meadow Lakes application for the Final Development Plan in the form of Final Subdivision Plats, an application that included **construction plans** under the applicable

application approval processes required for the Rolling Meadow Lakes to receive its PUD rezoning.

8. **Conclusion**

The Rolling Meadows Ranch application for a PUD Final Development Plan for the Rolling Meadow Lakes subdivision:

a. had to include a recordable plat submitted **along with construction plans** and other documents to comprise a complete application under §§184.08(A) and 184.28 of the Code; under the Final Development Plan application form; and under §§187.067(E)(3) requiring compliance with chapter 177, Fla. Stat.;
b. was reviewed in a staff report that clearly involved the staff review of subdivision plats submitted by Rolling Meadow Ranch, the applicant; and
c. complied with §184.08(E) and §185.067(B), both of which expressly state that approval by the City Council is approval of the application, which included the Rolling Meadow Lakes construction plans.

The only conclusions sustainable by the City Code, as applied to the facts presented, are that on September 4, 2014, the City Council approved the Rolling Meadow Lakes Final Development Plan application, which included both the Final Subdivision Plat **and the construction plans** for the Rolling Meadow Lakes subdivision. (APPENDIX 1, PART 2. pp. 0129-139)

Exhibit 13 shows that my client has already spent $989,565.69 in conforming to the City's process for approval of the Rolling Meadow Lakes **Planned Unit Development Application (PUD) Final Development Plan** application, which has been approved by the City. (APPENDIX 1, PART 2. pp. 0129-139) That does not even include the $5 million Rolling Meadows Ranch, Inc. spent on the earth work on the project that was done in conjunction with the City's review and approval process. A review of Exhibit 13 will show that the time frame during which Rolling Meadow Ranch expended funds for engineering correspond to the time line set forth in this letter. The end result was the City's approval of the Rolling Meadow Lakes PUD Final Development Plan application—which application included both the Rolling Meadows Lakes subdivision plat and the construction plans required for a complete application. My client would certainly not have spent almost $6 million in engineering fees on construction plans and earthwork without making sure those plans were being processed and approved following the procedures laid out by the City Staff, as corroborated by the City ordinance procedures set forth in Exhibit 11.

It has been two years since the Legislature directed the County to recognize my clients' vested rights in accordance with section 4. of Chapter 2019-176, Laws of Florida. Under that special act, the County does not have the authority to make my client go through the county's construction plan approval process or any other form of development review that has already been approved by the City of Palm Bay, including the construction plans in the Final Development Plan application approved by the City Council. The delay in passing the County Commission resolution required to implement my clients' vested rights has dramatically increased the likelihood that the current hot market for shovel ready development will soon pass. The resulting loss in value to the Rolling Meadow Lakes property would be outrageously high.

Further delay could be catastrophic, from my clients' business perspectives. My clients are in the throes of one of the hottest, if not the hottest, markets for developable property in the history of the County. Any additional delay in approving my client's vested rights—which include the City-approved construction plans—risks the cooling of that market and enormous economic damage to my clients—losses that Rolling Meadow Ranch and Willowbrook Farms will take steps to recoup from the County and/or City, if necessary.

Sincerely,

Scott L. Knox, Esq.

cc: Eden Bentley
Andy Machata

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

July 1, 2014

Via Courier
Mr. Dave Watkins
City of Palm Bay
Growth Management Department
120 Malabar Road
Palm Bay, FL 32907

Re: ***Rolling Meadow Lakes***
Preliminary and Final PUD Application Submittals
B.S.E. File # 87020.02

Dear Dave:

Enclosed for your review and for subsequent Council approval, enclosed please find the following (all of which has also been provided on a disc in pdf format):

Preliminary PUD Application

1. Preliminary PUD Application Form
2. Letter of Authorization
3. Check # 17842 in the amount of $750.00 for Preliminary PUD Application fee
4. Vicinity Map
5. Six (6) copies of Development Plan (PDP Plan)
6. 500' Radius Package as received from the Brevard County GIS Department

Note, the Topographic Data Map is included in the plans submitted with the Final PUD Application

Final PUD Application

1. Final PUD Application Form
2. Letter of Authorization
3. Check # 17841 in the amount of $1,000.00 for Final PUD Application fee
4. Engineering Plans, including:
   - Boundary Survey
   - Offsite Flow Way Plans
   - St. Johns Heritage Parkway Plans
   - Topography Map
   - Plat Drawings

* See plans in SMG office (full size) or: 87020.02/admin/city/correspondence/7.1.14 Prelim. & Final Subm! Final PUD Appendix

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 ~ Fax (321) 723-1159
Toll Free ~ 1-800-523-4BSE (4273)
info@bseconsult.com

5. Development Schedule
6. Declarations of Covenants and Restrictions
7. Tax Receipts

Note, the Title Opinion has been requested and will be forwarded under separate cover.

Should you have any questions, feel free to contact me.

Very truly yours,

Scott M. Glaubitz P.E. P.L.S.

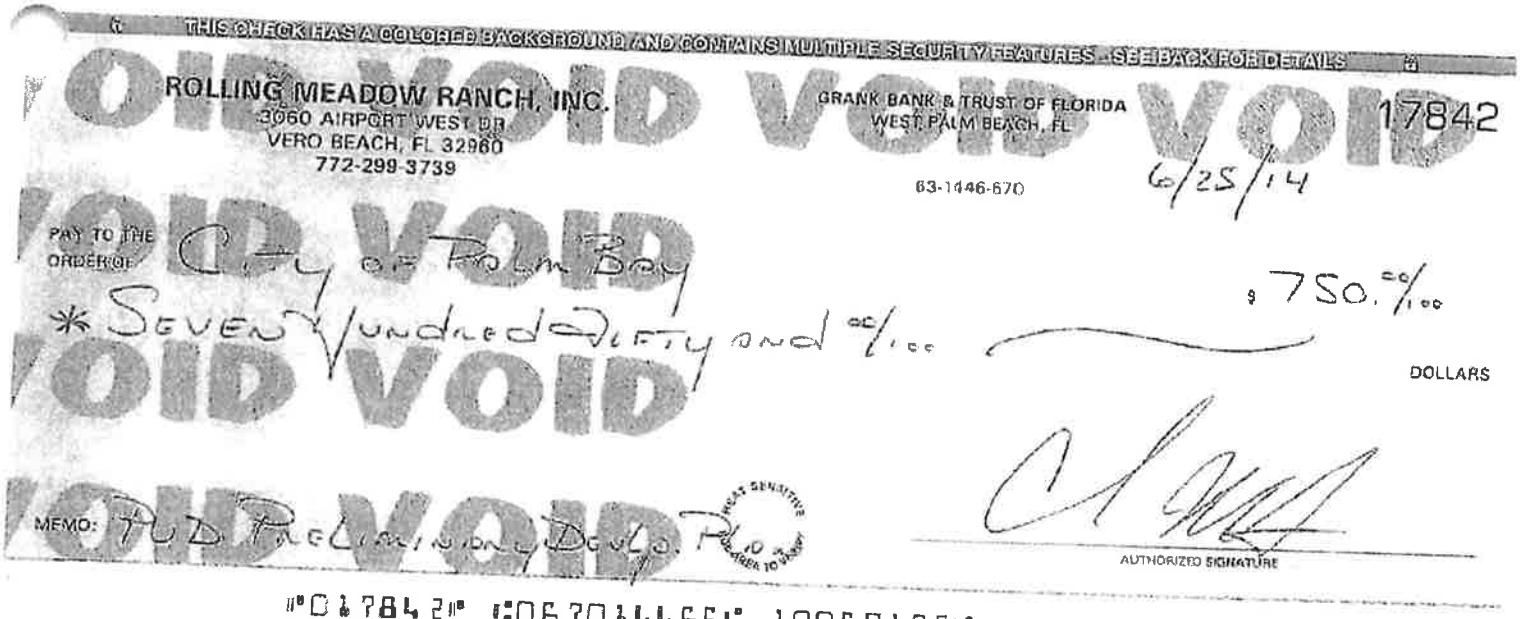
Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jab
87020.02.city.corr.14-s2913.july

cc: Andy Machata, Rolling Meadow Ranch, Inc.
Joe Miniclier, Stromire, Bistline & Miniclier

Enclosures

Rolling Meadow Lakes
Preliminary and Final
PUD Application Packages
July 1, 2014
PROJECT # 87020.02
File Disclaimer:
Please be aware that any attached files are for your convenience only. Reliance upon this information is done solely at your risk. The layout of this project should follow approved construction plans and be in accordance with all applicable government agency regulations.
B S E
B.S.E. Consultants, Inc.
312 S. Harbor City Blvd.
Melbourne, FL 32901
info@bseconsult.com



THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

VOID VOID VOID VOID VOID

ROLLING MEADOW RANCH, INC.
3960 AIRPORT WEST DR
VERO BEACH, FL 32960
772-299-3739

GRANK BANK & TRUST OF FLORIDA
WEST PALM BEACH, FL
63-1446-670

17842

6/25/14

PAY TO THE ORDER OF City of Palm Bay

$ 750.00/100

*Seven Hundred Fifty and 00/100

DOLLARS

VOID VOID VOID VOID VOID

MEMO: PUD Preliminary Dev. Plan

AUTHORIZED SIGNATURE

"017842" :067014466: 10069185"

ROLLING MEADOW RANCH, INC.

17842

Brevard Co.

June 24, 20 14

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Preliminary Development Plan application for said property.

(Signature)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June 2014
by Andy Machata, who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

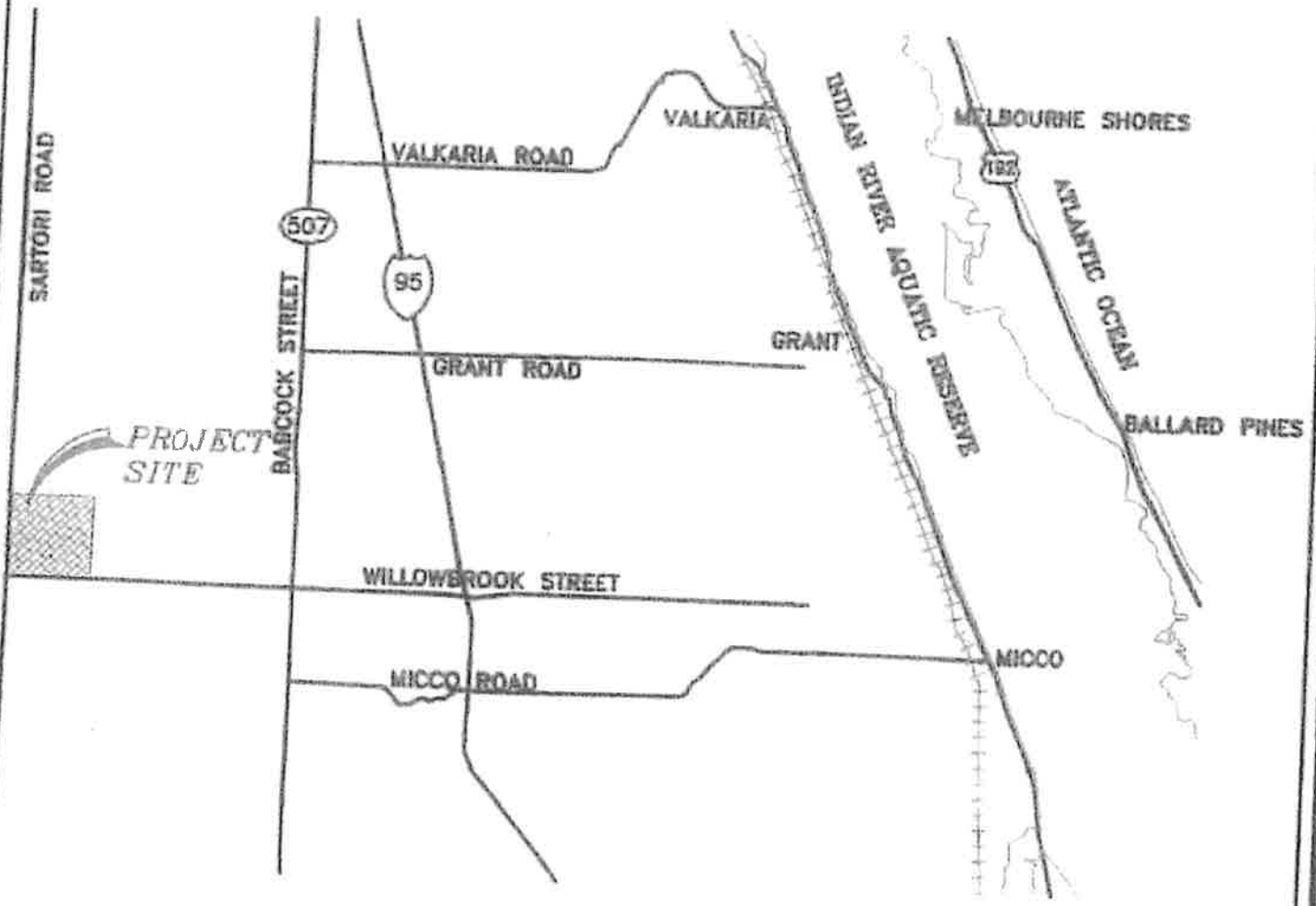
JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

Julie A Bernal, Notary Public
Serial No. EE 220935
My commission expires 11-12-16

Rolling Meadow Lakes

BREVARD COUNTY, FLORIDA

SECTIONS 5, 6, 7 & 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST



Vicinity Map

B.S.E. Project #87020.02
B.S.E. Drawing #87020022200EX

— PREPARED BY —
B.S.E. CONSULTANTS, INC.
CONSULTING, ENGINEERING, LAND SURVEYING
312 S. Harbor City Blvd. Suite 4, Melbourne, Florida (407) 725-4676

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
PRELIMINARY DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott Glaubitz, PE, PLS, BSE Consultants, Inc REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1,376.23

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE PRELIMINARY APPLICATION (PROVIDE 6 COPIES IF LARGER THAN 11" x 17"). THE EXHIBITS SHALL ALSO BE PROVIDED IN PDF FORMAT.

A) Vicinity map clearly outlining subject PUD and showing the relationship between the PUD and its surrounding area including adjacent streets and thoroughfares.

B) Development plan that shall contain, but not be limited to the following information:

a) Proposed name or title of project, the name of the engineer, architect, and developer.
b) North arrow, scale (1" = 200' or larger), date and legal description of the proposed site.
c) Boundaries of tract shown with bearings, distances, closures, and bulkhead liner. All existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
d) Names and location of adjoining developments and subdivisions.
e) Proposed parks, school sites, or other public or private open space.
f) Vehicular and pedestrian circulation systems including off-street parking and loading areas, driveways, and access points.
g) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary non-residential uses, and the total number of dwelling units.
h) Proposed common open space, including the proposed improvements and any complementary structures and the tabulation of the percent of the total area devoted to common open space. Areas qualifying for common space shall be specifically designated on the site plan.
i) Delineation of specific areas designated as a proposed stage.
j) General statement indicating proposed means of drainage for the site to ensure conformity with natural drainage within the vicinity area or with the drainage plan established within the vicinity.
k) General location within site of each primary residential land use, and the proposed amount of land to be devoted to individual ownership.
l) Schematic drawing of the elevation and architectural construction of the proposed primary and secondary non-residential structures.
m) The proposed method of dedication and administration of proposed common open space.

C) Topographic data map drawn to a scale of two hundred (200) feet to one (1) inch or larger by a registered surveyor and/or engineer showing:

a) The location of: existing property lines; streets; buildings; water courses; transmission lines; sewers; bridges; culverts and drain pipes; water mains; and any public utility easements.
b) Wooded areas, streams, lakes, marshes, and any physical condition affecting the site.
c) Existing contours based on current U.S. Coast and Geodetic data with a contour interval of two (2) feet, and proposed finished elevations

8) Submittal of preliminary application, development plans, vicinity maps, and topographic maps shall be accomplished at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay.

The following enclosures are needed to complete this application:

__X__ "$750.00 application fee shall accompany the Preliminary PUD application for the purposes of administration. Make check payable to "City of Palm Bay."

__X__ Vicinity Map (see Item 7).

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
PRELIMINARY DEVELOPMENT PLAN
PAGE 3 OF 3

_X_ Development Plan (see Item 7).

_X_ Topographic Data Map (see Item 7).

_X_ List of property owners within 500 foot radius of the corners of the property. (This can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: Brevard County GIS Department

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PRELIMINARY PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6.24.14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the City of Palm Bay.

2. Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008 - 19, and will be relied upon by the City of Palm Bay in its review of application for Comprehensive Plan amendment or Development Order approval affecting the property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata, [✓] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11.12.16

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220936
Bonded Through National Notary Assn.

EXHIBIT "A"

PROPERTY

DESCRIPTION:

THE WEST 1/2 OF SECTION 5, ALL OF SECTION 6, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN N00°56'31"W, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 348.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGE 1863, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°30'06"E, ALONG SAID NORTH LINE, A DISTANCE OF 5272.16 FEET TO THE EAST LINE OF SAID SECTION 7 (SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 8); THENCE S89°41'55"E A DISTANCE OF 2649.59 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 8; THENCE S00°54'17"W, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 247.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S89°26'11"W A DISTANCE OF 2649.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7); THENCE N89°50'09"W A DISTANCE OF 5273.88 FEET TO THE POINT OF BEGINNING. CONTAINING 1,376.23 NET ACRES, MORE OR LESS.

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percent of Interest
Blackhawk Construction owns Rolling Meadow Ranch Inc	3060 Airport W Dr. Vero Beach, FL 32960	100%
Rolling Meadow Ranch Inc owns the Property	3060 Airport W Dr Vero Beach FL 32960	100%
Andrew R Machata is the President of Blackhawk Construction and Rolling Meadow Ranch and owns		100%

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – APPLICANT

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]*, (hereinafter, "Applicant"). Applicant seeks Comprehensive Plan amendment or Development Order approval for real property legally described on the attached Exhibit "A" (the "Property").

Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008-19, and will be relied upon by the City of Palm Bay in its review of Applicant's application for Comprehensive Plan amendment or Development Order approval. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of the Applicant.

Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata,
[✓] who is personally known to me or [ ] who has produced _____
as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-12-16

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

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PROPERTY

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EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	
Blackhawk Construction Co Owns Rolling Meadow Ranch Inc	3060 Airport W Dr Vero Beach FL 32960	100%
Rolling Meadow Ranch Inc own the Property	3060 Airport West Dr Vero Beach FL 32960	100%
Andrew R Machata Is the President of Blackhawk Construction Co and Rolling Meadow Ranch Inc and owns		100%

RADIUS MAP

ROLLING MEADOW RANCH INC

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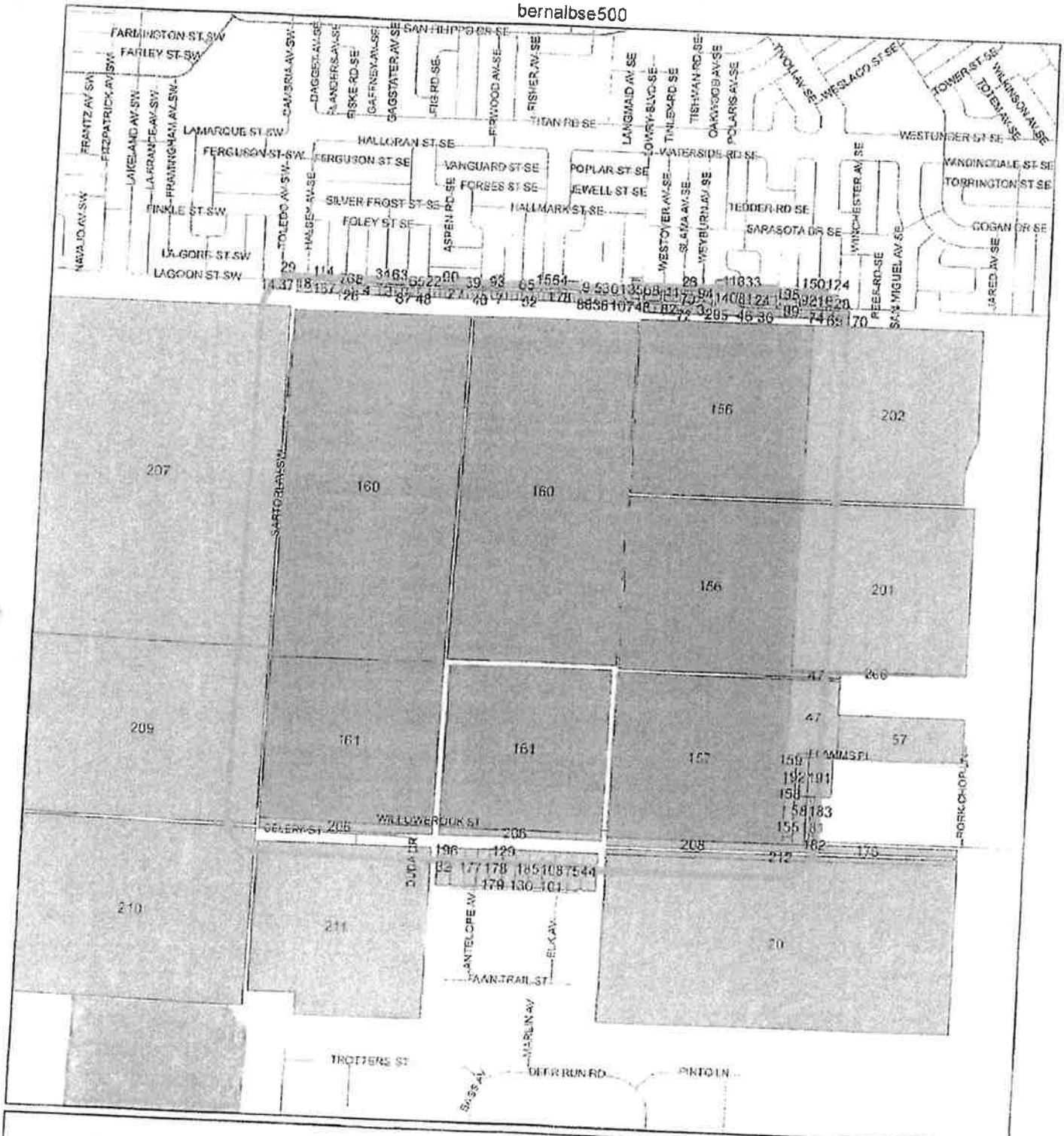

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 6/25/2014

Appendix

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BERNAL, Julie
BSE Consultants, Inc.
312 S. Harbor City Blvd., Suite 4
Melbourne, FL 32901

00000-0000

ABRAMOVICH, NINA
ABRAMOVICH, EFIM
1 POST COURT
NEW CITY NY 10956-0000

ADAMS, INA E
ADAMS, KENNETH H/W
690 HENLOCK ST SE
PALM BAY FL 32909-7564

ADDINGTON, ERIC W
28 W POINT DRIVE
COCOA BCH FL 32931-0000

AGUIAR, ARTHUR M
AGUIAR, MARIA H/W
130 MYRICK STREET
BERKLEY MA 02779-0000

ALEXANDER, LUCILLE MARIA
813 HAMPCHESSER RD
FOLKSTON GA 31537-0000

AMBROSE, VADNE
AMBROSE, DAVID A
936 WALDEN BLVD SE
PALM BAY FL 32909-0000

AMOS, CALVIN E
AMOS, SHERRY R H/W
1165 TUCKAWAY DR
ROCKLEDGE FL 32955-0000

ARNOLD, KELLIE
BUTLER, CHARLES
113 STILLHOUSE ROAD
HENDERSONVILLE TN 37075-0000

ARSENAULT, CHRISTIAN J
3290 SLAMA AVENUE SE
PALM BAY FL 32909-0000

BALSLEY, GORDON E
P O BOX 568
CLYDE NC 28721-0568

BEJA, LEON BOTTON
DE BOTTON, IRMA BEJA
FUENTE GRANDE NO 5
TECAMACHALCO
MEXICO 10 D F 00000-0000

BENITEZ, ANGEL F
BENITEZ, FERNANDO
2721 N PINE ISLAND RD #310
FT LAUDERDALE FL 33322-0000

BLAIR, HUGH C
BLAIR, BICH LORN H/W
201 LAKEN DR
W PALM BEACH FL 33409-0000

BLOOMFIELD, SANSALVADORE
BLOOMFIELD, DENA H/W
3286 LOWRY BLVD SE
PALM BAY FL 32909-8200

BLOOMFIELD, SANSALVADORE
BLOOMFIELD, DENA H/W
3286 LOWRY BLVD SE
PALM BAY FL 32909-0000

BOENZLE, ARTHUR G TRUSTEE
BOENZLE, EDITH L TRUSTEE
12 COPPER TRAIL CT
ST CHARLES MO 63301-0000

BOLANOS, ANGEL
GALLO, ANA M H/W
11873 NW 2ND STREET
CORAL SPRINGS FL 33071-0000

BORUCH-DAVID LLC
P O BOX 411389
MELBOURNE FL 32941-1389

BREVARD COUNTY
700 PARK AVENUE S
TITUSVILLE FL 32780-0000

BROWN, GLEN-ROY
MILLS, CORDELLA
5910 NW 15 COURT
SUNRISE FL 33313-0000

BUIGUES, ROBERTO JR
16894 NW 70 AVE
MIAMI FL 33015-0000

BUTLER, CHARLES R
ARNOLD, KELLIE S H/W
113 STILLHOUSE RD
HENDERSONVILLE TN 37075-0000

CARLSON, PAUL D
CARLSON, SANDRA L H/W
2912 E 1529TH RD
OTTAWA IL 61350-0000

CLAPP, THOMAS MC CONNELL III
350 WARWICK ST SE
PALM BAY FL 32909-0000

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Page2

CLARK, JOELLE A
3296 TERKELSON AVE SE
PALM BAY FL 32909-0000

CONDELL, VALENTINE
3387 TOLEDO AVE SW
PALM BAY FL 32908-0000

COOPER, CHASITY L
826 BROOKFIELD ST SE
PALM BAY FL 32909-0000

COTTON, THOMAS R
COTTON, TERESA E TRUSTEES
836 HUNTINGTON RD
KANSAS CITY MO 64113-0000

CRESPI, DAVID
6465 FLORIDANA AVENUE
MELBOURNE BCH FL 32951-3840

CSA STRATEGIES LLC
1980 WINDBROOK DRIVE SE
PALM BAY FL 32909-0000

DACOSTA, VALRIE A
DACOSTA, ROY H/W
3106 WINCHESTER AVE SE
PALM BAY FL 32909-0000

DALY, PAUL
P O BOX 321395
COCOA BCH FL 32932-1395

DANGEL, SANDRA J
916 YEW STREET
BAREFOOT BAY FL 32976-0000

DARLING, IVY
102 CABOT AVENUE
ELMSFORD NY 10523-0000

DAVIDSON, ROBERT A
153 TIMBER TRAILS LANE
MOCKSVILLE NC 27025-5670

DAVIS, KEVIN E
381 WARWICK ST SE
PALM BAY FL 32909-0000

DAVIS, LINDA
235 S BEACH BLVD SPC #18
ANAHEIM CA 92804-0000

DAVIS, ROBERT A JR
DAVIS, CANDY A H/W
284 WARWICK STREET SE
PALM BAY FL 32909-0000

DE MELLO, RONALD
1426 CIMMARON LANE
GOOSE CREEK SC 29445-0000

DENNEY, ROBERT
DENNEY, CATHERINE H/W
3298 LOWRY BLVD SE
PALM BAY FL 32909-0000

DESIR, MARIE LOURDES
10363 KRISTEN PARK DR
ORLANDO FL 32823-0000

DOMENECH, RAFAEL A
56 -33 CATARATA ST
SAN JUAN PR 00926-0000

DOURMAP, JEAN-MARC
P O BOX 7216
PORT ST LUCIE FL 34985-7216

DUNAGAN, FRANK H
3221 S ATLANTIC AVE #603
COCOA BCH FL 32931-0000

ECKLAR, JAMES O
298 WARWICK ST SE
PALM BAY FL 32909-0000

EISENHOWER PROPERTIES LP
P O BOX 2308
SAVANNAH GA 31402-0000

ESPOSITO, PAMELA
2239 SHOMA DR
ROYAL PALM BCH FL 33414-0000

ETGHAYI, FAROKH
P O BOX 910
SAN GERMAN PR 00683-0000

FARNES, WARREN
2126 RESERVOIR ST
LOS ANGELES CA 90026-0000

FERNANDEZ, NELSON
11040 SW 59 TERR
MIAMI FL 33173-0000

FIGUEROA, MIGUEL A
281 AVENUE C APT#MA
NEW YORK NY 10009-0000

FIVE STAR INVESTMENT COMPANY LLC
611 SW PORT SAINT LUCIE BLVD
PORT ST LUCIE FL 34953-0000

FLAMINIANO, GERMAN O
FLAMINIANO, LUCITA R H/W
70 NICKLAUS DRIVE
AURORA, ONTARIO L4G 0C5
CANADA 00000-0000

FLAMM, RICHARD A
FLAMM, TERESA R H/W
9202 FLAMM'S PLACE
PALM BAY FL 32909-0000

FULLER, EVERTON G.
17 PERSHING STREET
HARTFORD CT 06112-0000

FYFFE, CALICE M
3290 WEYBURN AVE SE
PALM BAY FL 32909-0000

GALLAND, VIOLAINE
166 W 75TH STREET APT 1214
NEW YORK NY 10023-0000

GENILLOUD, FRANCIS
GENILLOUD, PAUL ET AL
IMPASSE DU CHÊNE 5
CH 1740 NEYRUZ
SCHWITZERLAND 00000-0000

GLIWA, ERLINDAT
GLIWA, DAVID R
8121 N ATLANTIC AVE #106
CAPE CANAVERAL FL 32920-3908

GONZALEZ, SUHEIL
3294 HALL ROAD SE
PALM BAY FL 32909-0000

GORIN, MARGARITA M
3299 HALACKA AVENUE SE
PALM BAY FL 32909-0000

GRANCARA, ZAIRA
VIA C BATTISTI 56
36050 QUINTO VICENTINO (VI)
ITALY 00000-0000

GRAY, JASON D
GRAY, VALESKA A H/W
440 SE 4TH STREET
DEERFIELD BCH FL 33441-0000

GREENWALD, JODI ANN
8108 NW 100TH TERRACE
TAMARAC FL 33321-0000

GUENNO, STEPHANE
22 RUE DU CHAMP DE L'ORME
35000 RENNES
FRANCE 00000-0000

GVL COMMUNITY LLC
1838 2ND AVE STE 350
NEW YORK NY 10128-0000

HALL, JEREMY A
650 HENLOCK ST SE
PALM BAY FL 32909-0000

HARRINGTON, WENDELL A
HARRINGTON, JULIE L H/W
890 SE BROOKFIELD ST
PALM BAY FL 32907-0000

HARRINGTON, WENDELL A
HARRINGTON, JULIE L H/W
890 BROOKFIELD ST SE
PALM BAY FL 32909-0000

HAYES, PHILIP J
HAYES, SHANNON L H/W
2320 STONEBRIDGE DR
ROCKLEDGE FL 32955-0000

HESTER, ANDREA
3299 HEWITT AVE SE
PALM BAY FL 32909-0000

HIBBERT, ANGELLA
705 DELLROSE TRACE
MC DONOUGH GA 30253-8786

HIGGINBOTHAM, HARVEY A
HIGGINBOTHAM, JANICE A CO-TRS
6684 ROCHELLE BLVD
PARMA HTS OH 44130-0000

HOLLOMAN, EARL U
HOLLOMAN, JUANITA H/W
23511 BELMAR DR
LAGUNA NIGUEL CA 92677-0000

HOMSI, EVELYNE W
TIMMERSLALT 34
43346 PARTILLE
SWEDEN 00000-0000

HONG, TALHUI
HONG, OK JA H/W
1202 ALLENTOWN RD APT #2108
LANSDALE PA 19446-0000

INGERSOLL INVESTMENTS III LLC
2809 ARDSLEY DRIVE
ORLANDO FL 32804-0000

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Page4

ISIDORE, MARIE MAUDE
2886 NW 94TH AVE
CORAL SPRINGS FL 33065-0000

ITAM GROUP INC
63 S OAK AVENUE
FORDS NJ 08863-3000

JERINSKY, EUGENE
JERINSKY, HELENA E H/W
545 TRACE CIR APT #106
DEERFIELD BCH FL 33441-0000

JONES, CHARLOTTE
JONES, ARNOLD LEWIS
321 WARWICK ST SE
PALM BAY FL 32909-0000

JORQUERA, VIVIANO
13 CONTINENTAL PLACE
GLEN COVE NY 11542-0000

KELLEY, JOHN H
KELLEY, RAYMONA A H/W
3297 TRAINFO AVENUE SE
PALM BAY FL 32909-0000

KERR, NEVILLE B
KERR, ESMERALDA H/W
5942 REDWOOD PLACE
PLANTATION FL 33317-0000

KIM, MARVIN H
1733 S 10TH AVE
ARCADIA CA 91006-0000

KRACK, PETER H
KRACK, MARGARET ANNE H/W
33 CARRIAGE HOUSE DR
DANBURY CT 06810-0000

KWOK, KEN C
NO 6 8/FLOOR TAI HANG RD
HONG KONG 00000-0000

LAM, KELLY LIANG
22485 SW 61ST WAY APT #D141
BOCA RATON FL 33428-0000

LAM, LONG T
LAM, ANH N PHAM H/W
11910 PORTOFINO RD
HOUSTON TX 77082-0000

LFMO INVESTMENTS INC
3765 PEACOCK DRIVE
W MELBOURNE FL 32904-0000

LIM, MYRNA
5890 CRESCENT RIDGE DR
SEVEN HILLS OH 44131-2437

LISANTI, MARIO
LISANTI, SHARAL H/W
2762 CARAMBOLA CIR S
COCONUT CREEK FL 33066-0000

LOISEAU, MARIE F
DUPUY, DUVAL H/W
259 -44 147TH RD
ROSEDALE NY 11422-0000

LONGO, ANTONIO M
4014 FORT WORTH AVE
ALEXANDRIA VA 22304-0000

MAC WILLIE, STEPHEN S
MAC WILLIE, PHILLIS F H/W
407 JANICE ST
ENTERPRISE AL 36330-0000

MADDEN, DANIEL
594 WARRICK ST SE
PALM BAY FL 32909-0000

MADDEN, DANIEL P
594 WARWICK STREET SE
PALM BAY FL 32909-0000

MANGUBA, ALICIA DORAN
1992 MERLIN RD
PHILADELPHIA PA 19116-0000

MARTIN, ROBERT
406 WARWICK ST SE
PALM BAY FL 32909-0000

MC KEE, DOROTHY A ESTATE
MC KEE, PAUL S
41650 RCR 46
STEAMBOAT SPRINGS CO 80487-0000

MEAD, VIRGIL E
MEAD, MARCIA A H/W
P O BOX 5185
GODFREY IL 62035-0000

MESHAKA, ABRAHAM E
MESHAKA, DOLLY H/W
18675 SW 42 STREET
MIRAMAR FL 33029-0000

MICHAELS, DENISE J
776 BROOKFIELD ST SE
PALM BAY FL 32909-7503

MIRANDA, LENNI LONGO
86 CERVANTES STREET 5-A
SAN JUAN PR 00907-0000

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Page5

MIRAVALLE, JUSTIN D
3294 WESTMORE RD SE
PALM BAY FL 32909-0000

MOALLEM, DAVID
MOALLEM, JOAN P TRUSTEES
1663 GEORGIA STREET NE STE 200
PALM BAY FL 32907-0000

MOALLEM, M DAVID
1663 GEORGIA STREET NE STE #200
PALM BAY FL 32907-0000

MOLINA, GIL JR
STRUBLE, VALERIE
120 WARWICK ST SE
PALM BAY FL 32909-0000

MONTANEZ, BRUCE
1072 HAILEY ST
MELBOURNE FL 32904-0000

MORGAN, KELBY D
108 LAGOON ST SW
PALM BAY FL 32908-0000

MPX LAND COMPANY
1663 GEORGIA STREET NE STE #200
PALM BAY FL 32907-0000

MPX LAND COMPANY
1663 GEORGIA STREET NE
PALM BAY FL 32907-0000

MSIP PROPERTIES LLC
12007 CORSICA LANE
NORTH PORT FL 34287-0000

NATHANSON, SCOTT
705 ALASKA AVE NE
PALM BAY FL 32907-0000

NEBRES, RODOLFO D
NEBRES, DOLORES T H/W
42 EDGEMONT RD
EDISON NJ 08817-0000

NEDD, LORETTA
1385 LAFAYETTE SQ
MC DONOUGH GA 30252-6808

NICHOLOFF, BORIS
235 S BEACH BLVD #18
ANAHEIM CA 92804-0000

NOVA STAR INVESTMENTS INC
12112 NW 53RD ST
CORAL SPRINGS FL 33076-0000

O'BRIEN, ROSE M
80 NE 26TH ST
WILTON MANORS FL 33305-1028

O'HARA, JOHN
MIDWAY HOME ESTATES
160 MT PLEASANT RD #16
NEWTOWN CT 06470-0000

OCFEMIA, THOMAS
4401 KRAFT ST #1
STUDIO CITY CA 91602-0000

OCHOA, JUAN CARLOS GONZALEZ
3272 TERKELSON AVE SE
PALM BAY FL 32909-0000

ODIES, DULIA
8 COLLEEN DR
BROCKTON MA 02301-0000

PALM BAY, CITY OF
120 MALABAR RD SE
PALM BAY FL 32909-0000

PAOLI HOMES LLC
P O BOX 101353
PALM BAY FL 32910-1353

PASCUA, NIEVES CUSTODIO
230 CHISHOLM AVE
TORONTO ON M4C 4W4
CANADA 00000-0000

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Page6

PATEL, CHETAN R
PATEL, MANISHA C
307 MCKINLEY AVE
EDISON NJ 08820-0000

PAYNE, DAVID LANCE
COWART, DENNIS G ET AL
3288 WALLACE AVE SE
PALM BAY FL 32909-0000

PEREZ, LILLIAN
1901 NE 41ST ST
OAKLAND PARK FL 33308-0000

PIERRE, BERNARD
8020 NW 21ST CT
SUNRISE FL 33322-0000

POLLACK, LANCE
3298 HAINSWORTH AVE SE
PALM BAY FL 32909-0000

PRATT, WENDELL
PRATT, HA H/W
934 LEMONGRASS LANE
WELLINGTON FL 33414-0000

PURCELL, MARK W
3281 TRAINFO AVE SE
PALM BAY FL 32909-0000

REYNOLDS, HOWARD
REYNOLDS, ANDREA H/W
9517 OSPREY ISLES BLVD
PALM BEACH GARDENS FL 33412-0000

RICE, MICHAEL W
RICE, KAORU A H/W
8565 BOCA GLADES BLVD W #E
BOCA RATON FL 33434-0000

RICHARDSON, D J
3380 CHESTNUT CREEK DR
MARIETTA GA 30062-0000

ROBERSON, SEAN
ROBERSON, JENNIFER H/W
1041 PANDORA RD SE
PALM BAY FL 32909-0000

ROLLING MEADOW RANCH INC
3060 AIRPORT DRIVE
VERO BCH FL 32960-0000

ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1953

RYAN, MICHAEL V
884 VOCELLE AVE
SEBASTIAN FL 32958-0000

SALEM, CLAIRE G
TIMMERSLALT 34
43346 PARTILLE
SWEDEN 00000-0000

SALOMONE, VICKI J
2312 ANGEL RD SE
PALM BAY FL 32909-0000

SAMPLE, NED G
9100 SINGLE OAK DR SPC 49
LAKESIDE CA 92040-0000

SARALAND LLC
1663 GEORGIA ST NE STE 200
PALM BAY FL 32907-0000

SARALAND LLC
1663 GEORGIA ST NE
PALM BAY FL 32905-0000

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SARTORI, JAMES
3100 N RIVERSIDE DR
INDIALANTIC FL 32903-0000

SAULOG, PEDRO M
SAULOG, ISABELITA M H/W
602 SCHROEDER DRIVE
SALEM IL 62881-0000

SAULOG, TEOFILO M
SAULOG, GLORIA E H/W
119 STURBRIDGE DRIVE
PISCATAWAY NJ 08854-0000

SCAGLIONE, WILLA L ESTATE
301 CHAMBERS BLVD
SWANSEA IL 62226-0000

SCHOOL BOARD OF BREVARD COUNTY FL
2700 ST JOHNS ST
MELBOURNE FL 32940-6699

SCHUBERT, EARL THOMAS
SCHUBERT, CLARA FRANCES H/W
1040 JONQUIL STREET
LAKE PLACID FL 33852-5100

SHROUDER, JAMES J
3570 LA SALLE AOE
ST CLOUD FL 34772-0000

SHUM, YUAN CHE
P O BOX 3580
SANTA MONICA CA 90408-0000

SILOY, DANIEL PHILLIP
SILOY, IRENE L
447 WOODRIDGE CIRCLE
BEREA OH 44017-0000

SIMPSON, DONNA ODOM
SIMPSON, PHILLIP QUENTES H/W
486 WARWICK ST SE
PALM BAY FL 32909-0000

SKERRET, FLORIDALMA
17319 GRAND CENTRAL PKWY
JAMAICA NY 11432-1316

SLACK, WILLIAM D
13068 -157 COURT N
JUPITER FL 33478-0000

SOUCY, RICHARD P
211 SIXTH AVE
MELBOURNE BCH FL 32951-0000

SOUCY, RICHARD P
SOUCY, JEANETTE L H/W
211 SIXTH AVE
MELBOURNE BCH FL 32951-0000

STENT, KEITH D
STENT, JANINE H/W
ALTENBERG CASTLEGATE
PULBOROUGH W SUSSEX RH20 2NJ
UNITED KINGDOM 00000-0000

TAYLOR, CINDY LOUISE
3280 WALLACE AVENUE SE
PALM BAY FL 32909-0000

TEASDALE, ADRIAN LEROY L
4693 KINGS HIGHWAY 31
GLOUCESTER ON K1T 3W7
CANADA 00000-0000

TELLEZ, MALUISA M
45 DELAWARE RD
YONKERS NY 10710-0000

THOMAS, SHARON V
411 DI LIDO ST NE
PALM BAY FL 32907-0000

TYNDALL, SYBILANN
3288 WALLACE AVE SE
PALM BAY FL 32909-0000

VG COMMUNITY LLC
1838 2ND AVE STE 360
NEW YORK NY 10128-0000

WATERSTONE FARMS LLC
235 WEST DRIVE
MELBOURNE FL 32904-0000

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WEAVER, MATTHEW ALLEN
READWAY, JENNIFER ANN
683 HENLOCK STREET SE
PALM BAY FL 32909-0000

WEINMAN, DAVID J
4040 NE 12TH AVENUE
POMPANO BEACH FL 33064-0000

WILLIAMS, BETSY L
7801 DERICKSON NE
ALBUQUERQUE NM 87109-0000

WILLOWBROOK COAL CO
3100 N RIVERSIDE DR
INDIALANTIC FL 32903-0000

WILLOWBROOK FARMS
3100 N RIVERSIDE DR
INDIALANTIC FL 32903-0000

WINGFIELD, WILLIAM J
1240 NW 100TH WAY
PLANTATION FL 33322-0000

WOOD, MICHAEL D
612 HENLOCK ST SE
PALM BAY FL 32909-0000

WORLD O WORLD CORPORATION
1531 SE PORT ST LUCIE BLVD
PORT ST LUCIE FL 34952-0000

WRIGHT, HAROLD M ESTATE
P O BOX 16194
WEST HAVEN CT 06516-6194

WRIGHT, LYNDEL G
5233 NW 27TH STREET
MARGATE FL 33063-0000

YORK-MONESTERE, DONNA
4702 BLOCK HOUSE LANE
HOLLYWOOD SC 29449-0000

YOUNGBLOOD, DONNIE
YOUNGBLOOD, MALIVOR E HW
1820 NW 36 TERRACE
FORT LAUDERDALE FL 33311-0000

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OWNER1|OWNER2|MAIL1|MAIL2|CITY_STATE_ZIP5_ZIP4
bernalbse500|Page1| | |
BERNAL, Julie|BSE Consultants, Inc.|312 S. Harbor City Blvd., Suite 4|Melbourne, FL  32901|
 | | | |     00000-0000
 | | | |     00000-0000
ABRAMOVICH, NINA|ABRAMOVICH, EFIM|1 POST COURT| |NEW CITY NY 10956-0000
ADAMS, INA E|ADAMS, KENNETH H/W|690 HENLOCK ST SE| |PALM BAY FL 32909-7564
ADDINGTON, ERIC W| |28 W POINT DRIVE| |COCOA BCH FL 32931-0000
AGUIAR, ARTHUR M|AGUIAR, MARIA H/W|130 MYRICK STREET| |BERKLEY MA 02779-0000
AGUIAR, ARTHUR M|AGUIAR, MARIA H/W|130 MYRICK STREET| |BERKLEY MA 02779-0000
ALEXANDER, LUCILLE MARIA| |813 HAMPCHESSER RD| |FOLKSTON GA 31537-0000
AMBROSE, VADNE|AMBROSE, DAVID A|936 WALDEN BLVD SE| |PALM BAY FL 32909-0000
AMOS, CALVIN E|AMOS, SHERRY R H/W|1165 TUCKAWAY DR| |ROCKLEDGE FL 32955-0000
ARNOLD, KELLIE|BUTLER, CHARLES|113 STILLHOUSE ROAD| |HENDERSONVILLE TN 37075-0000
ARSENAULT, CHRISTIAN J| |3290 SLAMA AVENUE SE| |PALM BAY FL 32909-0000
BALSLEY, GORDON E| |  P O BOX 568| |CLYDE NC 28721-0568
BEJA, LEON BOTTON|DE BOTTON, IRMA BEJA|  FUENTE GRANDE NO 5|TECAMACHALCO|MEXICO 10 D F   00000-0000
BENITEZ, ANGEL F|BENITEZ, FERNANDO|2721 N PINE ISLAND RD #310| |FT LAUDERDALE FL 33322-0000
BLAIR, HUGH C|BLAIR, BICH LORN-H/W|201 LAKEN DR| |W PALM BEACH FL 33409-0000
BLOOMFIELD, SANSALVADORE|BLOOMFIELD, DENA H/W|3286 LOWRY BLVD SE| |PALM BAY FL 32909-8200
BLOOMFIELD, SANSALVADORE|BLOOMFIELD, DENA H/W|3286 LOWRY BLVD SE| |PALM BAY FL 32909-0000
BOENZLE, ARTHUR G TRUSTEE|BOENZLE, EDITH L TRUSTEE|12 COPPER TRAIL CT| |ST CHARLES MO 63301-0000
BOLANOS, ANGEL|GALLO, ANA M H/W|11873 NW 2ND STREET| |CORAL SPRINGS FL 33071-0000
BORUCH-DAVID LLC| |  P O BOX 411389| |MELBOURNE FL 32941-1389
BREVARD COUNTY| |700 PARK AVENUE S| |TITUSVILLE FL 32780-0000
BROWN, GLEN-ROY|MILLS, CORDELLA|5910 NW 15 COURT| |SUNRISE FL 33313-0000
BROWN, GLEN-ROY|MILLS, CORDELLA|5910 NW 15 COURT| |SUNRISE FL 33313-0000
BUIGUES, ROBERTO JR| |16894 NW 70 AVE| |MIAMI FL 33015-0000
BUTLER, CHARLES R|ARNOLD, KELLIE S H/W|113 STILLHOUSE RD| |HENDERSONVILLE TN 37075-0000
CARLSON, PAUL D|CARLSON, SANDRA L H/W|2912 E 1529TH RD| |OTTAWA IL 61350-0000
CLAPP, THOMAS MC CONNELL III| |350 WARWICK ST SE| |PALM BAY FL 32909-0000
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CLARK, JOELLE A| |3296 TERKELSON AVE SE| |PALM BAY FL 32909-0000
CONDELL, VALENTINE| |3387 TOLEDO AVE SW| |PALM BAY FL 32908-0000
COOPER, CHASITY L| |826 BROOKFIELD ST SE| |PALM BAY FL 32909-0000
COTTON, THOMAS R|COTTON, TERESA E TRUSTEES|836 HUNTINGTON RD| |KANSAS CITY MO 64113-0000
CRESPI, DAVID| |6465 FLORIDANA AVENUE| |MELBOURNE BCH FL 32951-3840
CSA STRATEGIES LLC| |1980 WINDBROOK DRIVE SE| |PALM BAY FL 32909-0000
DACOSTA, VALRIE A|DACOSTA, ROY H/W|3106 WINCHESTER AVE SE| |PALM BAY FL 32909-0000
DALY, PAUL| |  P O BOX 321395| |COCOA BCH FL 32932-1395
DANGEL, SANDRA J| |916 YEW STREET| |BAREFOOT BAY FL 32976-0000
DARLING, IVY| |102 CABOT AVENUE| |ELMSFORD NY 10523-0000
DAVIDSON, ROBERT A| |153 TIMBER TRAILS LANE| |MOCKSVILLE NC 27028-5670
DAVIS, KEVIN E| |381 WARWICK ST SE| |PALM BAY FL 32909-0000
DAVIS, LINDA| |235 S BEACH BLVD SPC #18| |ANAHEIM CA 92804-0000
DAVIS, ROBERT A JR|DAVIS, CANDY A H/W|254 WARWICK STREET SE| |PALM BAY FL 32909-0000
DE MELLO, RONALD| |1425 CIMMARON LANE| |GOOSE CREEK SC 29445-0000
DENNEY, ROBERT|DENNEY, CATHERINE H/W|3298 LOWRY BLVD SE| |PALM BAY FL 32909-0000
DESIR, MARIE LOURDES| |10363 KRISTEN PARK DR| |ORLANDO FL 32823-0000
DOMENECH, RAFAEL A| |56 -33 CATARATA ST| |SAN JUAN PR 00926-0000
DOURMAP, JEAN-MARC| |  P O BOX 7216| |PORT ST LUCIE FL 34985-7216
DUNAGAN, FRANK H| |3221 S ATLANTIC AVE #603| |COCOA BCH FL 32931-0000
ECKLAR, JAMES O| |298 WARWICK ST SE| |PALM BAY FL 32909-0000
EISENHOWER PROPERTIES LP| |  P O BOX 2308| |SAVANNAH GA 31402-0000
ESPOSITO, PAMELA| |2239 SHOMA DR| |ROYAL PALM BCH FL 33414-0000
ETGHAYI, FAROKH| |  P O BOX 910| |SAN GERMAN PR 00683-0000
FARNES, WARREN| |2126 RESERVOIR ST| |LOS ANGELES CA 90026-0000
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FERNANDEZ, NELSON| |11040 SW 59 TERR| |MIAMI FL 33173-0000
FIGUEROA, MIGUEL A| |281 AVENUE C APT#MA| |NEW YORK NY 10009-0000
FIVE STAR INVESTMENT COMPANY LLC| |511 SW PORT SAINT LUCIE BLVD| |PORT ST LUCIE FL 34953-0000
FLAMINIANO, GERMAN O|FLAMINIANO, LUCITA R H/W|70 NICKLAUS DRIVE|AURORA, ONTARIO L4G 0C8|CANADA 00000-0000
bernalbse500|Page3| | |
FLAMM, RICHARD A|FLAMM, TERESA R H/W|9202 FLAMM'S PLACE| |PALM BAY FL 32909-0000
FLAMM, RICHARD A|FLAMM, TERESA R H/W|9202 FLAMM'S PLACE| |PALM BAY FL 32909-0000
FULLER, EVERTON G| |17 PERSHING STREET| |HARTFORD CT 06112-0000
FYFFE, CALICE M| |3290 WEYBURN AVE SE| |PALM BAY FL 32909-0000
GALLAND, VIOLAINE| |166 W 75TH STREET APT 1214| |NEW YORK NY 10023-0000
GENILLOUD, FRANCIS|GENILLOUD, PAUL ET AL| INPASSE DU CHENE 5|CH 1740 NEYRUZ|SCHWITZERLAND 00000-0000
GLIWA, ERLINDA T|GLIWA, DAVID R|6121 N ATLANTIC AVE #106| |CAPE CANAVERAL FL 32920-3908
GONZALEZ, SUHEIL| |3294 HALL ROAD SE| |PALM BAY FL 32909-0000
GORIN, MARGARITA M| |3299 HALACKA AVENUE SE| |PALM BAY FL 32909-0000
GRANCARA, ZAIRA| | VIA C BATTISTI 56|36050 QUINTO VICENTINO (VI)|ITALY 00000-0000
GRAY, JASON D|GRAY, VALESKA A H/W|440 SE 4TH STREET| |DEERFIELD BCH FL 33441-0000
GREENWALD, JODI ANN| |8108 NW 100TH TERRACE| |TAMARAC FL 33321-0000
GUENNO, STEPHANE| |22 RUE DU CHAMP DE L'ORME|33000 RENNES|FRANCE 00000-0000
GVL COMMUNITY LLC| |1838 2ND AVE STE 350| |NEW YORK NY 10128-0000
HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909-0000
HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909-0000
HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 SE BROOKFIELD ST| |PALM BAY FL 32907-0000
HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 BROOKFIELD ST SE| |PALM BAY FL 32909-0000
HAYES, PHILIP J|HAYES, SHANNON L H/W|2320 STONEBRIDGE DR| |ROCKLEDGE FL 32955-0000
HESTER, ANDREA| |3299 HEWITT AVE SE| |PALM BAY FL 32909-0000
HIBBERT, ANGELLA| |705 DELLROSE TRACE| |MC DONOUGH GA 30253-8786
HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130-0000
HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130-0000
HOLLOMAN, EARL U|HOLLOMAN, JUANITA H/W|23511 BELMAR DR| |LAGUNA NIGUEL CA 92677-0000
HOMSI, EVELYNE W| | TIMMERSLALT 34|43346 PARTILLE|SWEDEN 00000-0000
HONG, TALHUI|HONG, OK JA H/W|1292 ALLENTOWN RD APT #2108| |LANSDALE PA 19446-0000
INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804-0000
INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804-0000
INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804-0000
bernalbse500|Page4| | |
ISIDORE, MARIE MAUDE| |2886 NW 94TH AVE| |CORAL SPRINGS FL 33065-0000
ITAM GROUP INC| |63 S OAK AVENUE| |FORDS NJ 08863-0000
JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441-0000
JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441-0000
JONES, CHARLOTTE|JONES, ARNOLD LEWIS|321 WARWICK ST SE| |PALM BAY FL 32909-0000
JORQUERA, VIVIANO| |43 CONTINENTAL PLACE| |GLEN COVE NY 11542-0000
KELLEY, JOHN H|KELLEY, RAYMONA A H/W|3297 TRAINFO AVENUE SE| |PALM BAY FL 32909-0000
KERR, NEVILLE B|KERR, ESMERALDA H/W|5282 REDWOOD PLACE| |PLANTATION FL 33317-0000
KIM, MARVIN H| |1733 S 10TH AVE| |ARCADIA CA 91006-0000
KRACK, PETER H|KRACK, MARGARET ANNE H/W|33 CARRIAGE HOUSE DR| |DANBURY CT 06810-0000
KWOK, KEN C| | NO 6 8/FLOOR TAI HANG RD| |HONG KONG 00000-0000
KWOK, KEN C| | NO 6 8/FLOOR TAI HANG RD| |HONG KONG 00000-0000
LAM, KELLY LIANG| |22465 SW 61ST WAY APT #D141| |BOCA RATON FL 33428-0000
LAM, LONG T|LAM, ANH N PHAM H/W|11910 PORTOFINO RD| |HOUSTON TX 77082-0000
LFMO INVESTMENTS INC| |3765 PEACOCK DRIVE| |W MELBOURNE FL 32904-0000
LIM, MYRNA| |5890 CRESCENT RIDGE DR| |SEVEN HILLS OH 44131-2437
LISANTI, MARIO|LISANTI, SHARAL H/W|2762 CARAMBOLA CIR S| |COCONUT CREEK FL 33066-0000
LOISEAU, MARIE F|DUPUY, OUVAL H/W|259 -44 147TH RD| |ROSSDALE NY 11422-0000
LONGO, ANTONIO M| |4014 FORT WORTH AVE| |ALEXANDRIA VA 22304-0000
MAC WILLIE, STEPHEN S|MAC WILLIE, PHILLIS F H/W|407 JANICE ST| |ENTERPRISE AL 36330-0000
MADDEN, DANIEL| |594 WARRICK ST SE| |PALM BAY FL 32909-0000
MADDEN, DANIEL P| |594 WARWICK STREET SE| |PALM BAY FL 32909-0000

MANGUBA, ALICIA DORAN| |1992 MERLIN RD| |PHILADELPHIA PA 19116-0000
MARTIN, ROBERT| |406 WARWICK ST SE| |PALM BAY FL 32909-0000
MC KEE, DOROTHY A ESTATE|MC KEE, PAUL S|41650 RCR 46| |STEAMBOAT SPRINGS CO 80487-0000
MEAD, VIRGIL E|MEAD, MARCIA A H/W| P O BOX 5185| |GODFREY IL 62035-0000
MESHAKA, ABRAHAM E|MESHAKA, DOLLY H/W|18575 SW 42 STREET| |MIRAMAR FL 33029-0000
MICHAELS, DENISE J| |776 BROOKFIELD ST SE| |PALM BAY FL 32909-7503
MIRANDA, LENNI LONGO| |86 CERVANTES STREET 5-A| |SAN JUAN PR 00907-0000
bernalbse500|Page5| | |
MIRAVALLE, JUSTIN D| |3294 WESTMORE RD SE| |PALM BAY FL 32909-0000
MOALLEM, DAVID|MOALLEM, JOAN P TRUSTEES|1663 GEORGIA STREET NE STE 200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MOLINA, GIL JR|STRUBLE, VALERIE|120 WARWICK ST SE| |PALM BAY FL 32909-0000
MONTANEZ, BRUCE| |1072 HAILEY ST| |MELBOURNE FL 32904-0000
MORGAN, KELBY D| |108 LAGOON ST SW| |PALM BAY FL 32908-0000
MPX LAND COMPANY| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MPX LAND COMPANY| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907-0000
MSIP PROPERTIES LLC| |12007 CORSICA LANE| |NORTH PORT FL 34287-0000
NATHANSON, SCOTT| |705 ALASKA AVE NE| |PALM BAY FL 32907-0000
NEBRES, RODOLFO D|NEBRES, DOLORES T H/W|42 EDGEMONT RD| |EDISON NJ 08817-0000
NEBRES, RODOLFO D|NEBRES, DOLORES T H/W|42 EDGEMONT RD| |EDISON NJ 08817-0000
NEDD, LORETTA| |1385 LAFAYETTE SQ| |MC DONOUGH GA 30252-6808
NEDD, LORETTA| |1385 LAFAYETTE SQ| |MC DONOUGH GA 30252-6808
NICHOLOFF, BORIS| |235 S BEACH BLVD #18| |ANAHEIM CA 92804-0000
NOVA STAR INVESTMENTS INC| |12112 NW 53RD ST| |CORAL SPRINGS FL 33076-0000
O'BRIEN, ROSE M| |80 NE 26TH ST| |WILTON MANORS FL 33305-1028
O'HARA, JOHN| | MIDWAY HOME ESTATES|160 MT PLEASANT RD #16|NEWTOWN CT 06470-0000
OCFEMIA, THOMAS| |4401 KRAFT ST #1| |STUDIO CITY CA 91602-0000
OCHOA, JUAN CARLOS GONZALEZ| |3272 TERKELSON AVE SE| |PALM BAY FL 32909-0000
ODIES, DULIA| |8 COLLEEN DR| |BROCKTON MA 02301-0000
PALM BAY, CITY OF| |120 MALABAR RD SE| |PALM BAY FL 32909-0000
PAOLI HOMES LLC| | P O BOX 101353| |PALM BAY FL 32910-1353
PASCUA, NIEVES CUSTODIO| |230 CHISHOLM AVE|TORONTO ON M4C 4W4|CANADA 00000-0000
PASCUA, NIEVES CUSTODIO| |230 CHISHOLM AVE|TORONTO ON M4C 4W4|CANADA 00000-0000
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PATEL, CHETAN R|PATEL, MANISHA C|307 MCKINLEY AVE| |EDISON NJ 08820-0000
PAYNE, DAVID LANCE|COWART, DENNIS G ET AL|3288 WALLACE AVE SE| |PALM BAY FL 32909-0000
PEREZ, LILLIAN| |1901 NE 41ST ST| |OAKLAND PARK FL 33308-0000
PIERRE, BERNARD| |8020 NW 21ST CT| |SUNRISE FL 33322-0000
POLLACK, LANCE| |3298 HAINSWORTH AVE SE| |PALM BAY FL 32909-0000
PRATT, WENDELL|PRATT, HA H/W|934 LEMONGRASS LANE| |WELLINGTON FL 33414-0000
PURCELL, MARK K| |3261 TRAINFO AVE SE| |PALM BAY FL 32909-0000
REYNOLDS, HOWARD|REYNOLDS, ANDREA H/W|9517 OSPREY ISLES BLVD| |PALM BEACH GARDENS FL 33412-0000
RICE, MICHAEL W|RICE, KAORU A H/W|8565 BOCA GLADES BLVD W #E| |BOCA RATON FL 33434-0000
RICHARDSON, D J| |3380 CHESTNUT CREEK DR| |MARIETTA GA 30062-0000
ROBERSON, SEAN|ROBERSON, JENNIFER H/W|1041 PANDORA RD SE| |PALM BAY FL 32909-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT DRIVE| |VERO BCH FL 32960-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
ROLLING MEADOW RANCH INC| |3060 AIRPORT DRIVE| |VERO BCH FL 32960-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT DRIVE| |VERO BCH FL 32960-0000
ROLLING MEADOW RANCH INC| |3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960-1993
RYAN, MICHAEL V| |684 VOCELLE AVE| |SEBASTIAN FL 32958-0000

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SALEM, CLAIRE G|  |  TIMMERSLALT 34|43346 PARTILLE|SWEDEN   00000-0000
SALOMONE, VICKI J|  |2312 ANGEL RD SE|  |PALM BAY FL 32909-0000
SALOMONE, VICKI J|  |2312 ANGEL RD SE|  |PALM BAY FL 32909-0000
SAMPLE, NED G|  |9100 SINGLE OAK DR SPC 49|  |LAKESIDE CA 92040-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE|  |PALM BAY FL 32905-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
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SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARALAND LLC|  |1663 GEORGIA ST NE STE 200|  |PALM BAY FL 32907-0000
SARTORI, JAMES|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
SAULOG, PEDRO M|SAULOG, ISABELITA M H/W|502 SCHROEDER DRIVE|  |SALEM IL 62881-0000
SAULOG, TEOFILO M|SAULOG, GLORIA E H/W|119 STURBRIDGE DRIVE|  |PISCATAWAY NJ 08854-0000
SAULOG, TEOFILO M|SAULOG, GLORIA E H/W|119 STURBRIDGE DRIVE|  |PISCATAWAY NJ 08854-0000
SCAGLIONE, WILLA L ESTATE|  |301 CHAMBERS BLVD|  |SWANSEA IL 62226-0000
SCHOOL BOARD OF BREVARD COUNTY FL|  |2700 ST JOHNS ST|  |MELBOURNE FL 32940-6699
SCHOOL BOARD OF BREVARD COUNTY FL|  |2700 ST JOHNS ST|  |MELBOURNE FL 32940-6699
SCHOOL BOARD OF BREVARD COUNTY FL|  |2700 ST JOHNS ST|  |MELBOURNE FL 32940-6699
SCHUBERT, EARL THOMAS|SCHUBERT, CLARA FRANCES H/W|1040 JONQUIL STREET|  |LAKE PLACID FL 33852-5100
SHROUDER, JAMES J|  |3570 LA SALLE AOE|  |ST CLOUD FL 34772-0000
SHUM, YUAN CHE|  |  P O BOX 3580|  |SANTA MONICA CA 90408-0000
SILOY, DANIEL PHILLIP|SILOY, IRENE L|447 WOODRIDGE CIRCLE|  |BEREA OH 44017-0000
SIMPSON, DONNA ODOM|SIMPSON, PHILLIP QUENTES H/W|486 WARWICK ST SE|  |PALM BAY FL 32909-0000
SKERRET, FLORIDALMA|  |17319 GRAND CENTRAL PKWY|  |JAMAICA NY 11432-1316
SLACK, WILLIAM D|  |13068 -157 COURT N|  |JUPITER FL 33478-0000
SOUCY, RICHARD P|  |211 SIXTH AVE|  |MELBOURNE BCH FL 32951-0000
SOUCY, RICHARD P|SOUCY, JEANETTE L H/W|211 SIXTH AVE|  |MELBOURNE BCH FL 32951-0000
STENT, KEITH D|STENT, JANINE H/W|  ALTENBERG CASTLEGATE|PULBOROUGH W SUSSEX RH20 2NJ|UNITED KINGDOM   00000-0000
TAYLOR, CINDY LOUISE|  |3280 WALLACE AVENUE SE|  |PALM BAY FL 32909-0000
TEASDALE, ADRIAN LEROY L|  |4693 KINGS HIGHWAY 31|GLOUCESTER ON  K1T 3W7|CANADA   00000-0000
TELLEZ, MALUISA M|  |45 DELAWARE RD|  |YONKERS NY 10710-0000
THOMAS, SHARON V|  |411 OI LIDO ST NE|  |PALM BAY FL 32907-0000
TYNDALL, SYBIL ANN|  |3289 WALLACE AVE SE|  |PALM BAY FL 32909-0000
VG COMMUNITY LLC|  |1838 2ND AVE STE 350|  |NEW YORK NY 10128-0000
WATERSTONE FARMS LLC|  |235 WEST DRIVE|  |MELBOURNE FL 32904-0000
WATERSTONE FARMS LLC|  |235 WEST DRIVE|  |MELBOURNE FL 32904-0000
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WATERSTONE FARMS LLC|  |235 WEST DRIVE|  |MELBOURNE FL 32904-0000
WEAVER, MATTHEW ALLEN|TREADWAY, JENNIFER ANN|683 HENLOCK STREET SE|  |PALM BAY FL 32909-0000
WEINMAN, DAVID J|  |4040 NE 12TH AVENUE|  |POMPANO BEACH FL 33064-0000
WILLIAMS, BETSY L|  |7801 DERICKSON NE|  |ALBUQUERQUE NM 87109-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK COAL CO|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
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WILLOWBROOK FARMS|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WILLOWBROOK FARMS|  |3100 N RIVERSIDE DR|  |INDIALANTIC FL 32903-0000
WINGFIELD, WILLIAM J|  |1240 NW 100TH WAY|  |PLANTATION FL 33322-0000
WINGFIELD, WILLIAM J|  |1240 NW 100TH WAY|  |PLANTATION FL 33322-0000
WOOD, MICHAEL D|  |612 HENLOCK ST SE|  |PALM BAY FL 32909-0000
WORLD O WORLD CORPORATION|  |1531 SE PORT ST LUCIE BLVD|  |PORT ST LUCIE FL 34952-0000
WRIGHT, HAROLD M ESTATE|  |  P O BOX 16194|  |WEST HAVEN CT 06516-6194
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WRIGHT, HAROLD N ESTATE| | P O BOX 16194| |WEST HAVEN CT 06516-6194
WRIGHT, LYNDEL G| |5233 NW 27TH STREET| |MARGATE FL 33063-0000
YORK-KONESTERE, DONNA| |4702 BLOCK HOUSE LANE| |HOLLYWOOD SC 29449-0000
YOUNGBLOOD, DONNIE|YOUNGBLOOD, MAUVOR E H/W|1820 NW 36 TERRACE| |FORT LAUDERDALE FL 33311-0000

bernalbse500-o.txt

BUFF_ID|TAXID|PARCELID|OWNER1|OWNER2|MAIL1|MAIL2|CITY_STATE_ZIP5_ZIP4

0|2947481| | | | | | 0 0

1|0| | | | | | 0 0

2|2946612|29 3731GV 1257. 39.|ABRAMOVICH, NINA|ABRAMOVICH, EFIM|1 POST COURT| |NEW CITY NY 10956 0

3|2949578|29 3732GU 1200. 11.|ADAMS, INA E|ADAMS, KENNETH H/W|690 HENLOCK ST SE| |PALM BAY FL 32909 7564

4|2946608|29 3731GV 1257. 35.|ADDINGTON, ERIC W| |28 W POINT DRIVE| |COCOA BCH FL 32931 0

5|2946908|29 3731GV 1268. 13.|AGUIAR, ARTHUR M|AGUIAR, MARIA H/W|130 MYRICK STREET| |BERKLEY MA 2779 0

6|2946907|29 3731GV 1268. 12.|AGUIAR, ARTHUR M|AGUIAR, MARIA H/W|130 MYRICK STREET| |BERKLEY MA 2779 0

7|2947058|29 3731GV 1274. 31.|ALEXANDER, LUCILLE MARIA| |813 HAMPCHESSER RD| |FOLKSTON GA 31537 0

8|2946845|29 3731GV 1265. 13.|AMBROSE, VADNE|AMBROSE, DAVID A|936 WALDEN BLVD SE| |PALM BAY FL 32909 0

9|2947452|29 3731GV 1290. 14.|AMOS, CALVIN E|AMOS, SHERRY R H/W|1165 TUCKAWAY DR| |ROCKLEDGE FL 32955 0

10|2949904|29 3732GU 1212. 13.|ARNOLD, KELLIE|BUTLER, CHARLES|113 STILLHOUSE ROAD| |HENDERSONVILLE TN 37075 0

11|2949530|29 3732GU 1198. 15.|ARSENAULT, CHRISTIAN J| |3290 SLAMA AVENUE SE| |PALM BAY FL 32909 0

12|2949570|29 3732GU 1200. 3.|BALSLEY, GORDON E| | P O BOX 568| |CLYDE NC 28721 568

13|2949527|29 3732GU 1198. 12.|BEJA, LEON BOTTON|DE BOTTON, IRMA BEJA| FUENTE GRANDE NO 5|TECAMACHALCO|MEXICO 10 D F 0 0

14|2920760|29 3636KJ 1396. 13.|BENITEZ, ANGEL F|BENITEZ, FERNANDO|2721 N PINE ISLAND RD #310| |FT LAUDERDALE FL 33322 0

15|2947123|29 3731GV 1278. 15.|BLAIR, HUGH C|BLAIR, BICH LORN H/W|201 LAKEN DR| |W PALM BEACH FL 33409 0

16|2947029|29 3731GV 1274. 2.|BLOOMFIELD, SANSALVADORE|BLOOMFIELD, DENA H/W|3286 LOWRY BLVD SE| |PALM BAY FL 32909 8200

17|2947030|29 3731GV 1274. 3.|BLOOMFIELD, SANSALVADORE|BLOOMFIELD, DENA H/W|3286 LOWRY BLVD SE| |PALM BAY FL 32909 0

18|2946595|29 3731GV 1257. 22.|BOENZLE, ARTHUR G TRUSTEE|BOENZLE, EDITH L TRUSTEE|12 COPPER TRAIL CT| |ST CHARLES MO 63301 0

19|2949500|29 3732GU 1197. 11.|BOLANOS, ANGEL|GALLO, ANA M H/W|11873 NW 2ND STREET| |CORAL SPRINGS FL 33071 0

20|3000277|30 3708HF 500. .|BORUCH-DAVID LLC| | P O BOX 411389| |MELBOURNE FL 32941 1389

21|3010236|30 370801 . 3.01|BREVARD COUNTY| |700 PARK AVENUE S| |TITUSVILLE FL 32780 0

22|2946926|29 3731GV 1269. 10.|BROWN, GLEN-ROY|MILLS, CORDELLA|5910 NW 15 COURT| |SUNRISE FL 33313 0

23|2946927|29 3731GV 1269. 11.|BROWN, GLEN-ROY|MILLS, CORDELLA|5910 NW 15 COURT| |SUNRISE FL 33313 0

24|2949651|29 3732GU 1203. 19.|BUIGUES, ROBERTO JR| |16894 NW 70 AVE| |MIAMI FL 33015 0

25|2949903|29 3732GU 1212. 12.|BUTLER, CHARLES R|ARNOLD, KELLIE S H/W|113 STILLHOUSE RD| |HENDERSONVILLE TN 37075 0

26|2949557|29 3732GU 1199. 16.|CARLSON, PAUL D|CARLSON, SANDRA L H/W|2912 E 1529TH RD| |OTTAWA IL 61350 0

27|2946624|29 3731GV 1257. 51.|CLAPP, THOMAS MC CONNELL III| |350 WARWICK ST SE| |PALM BAY FL 32909 0

28|2949905|29 3732GU 1212. 14.|CLARK, JOELLE A| |3296 TERKELSON AVE SE| |PALM BAY FL 32909 0

29|2920764|29 3636KJ 1396. 17.|CONDELL, VALENTINE| |3387 TOLEDO AVE SW| |PALM BAY FL 32908 0

30|2949950|29 3732GU 1213. 33.|COOPER, CHASITY L| |826 BROOKFIELD ST SE| |PALM BAY FL 32909 0

31|2946622|29 3731GV 1257. 49.|COTTON, THOMAS R|COTTON, TERESA E TRUSTEES|836 HUNTINGTON RD| |KANSAS CITY MO 64113 0

32|3000234|30 3707MF A. 131.|CRESPI, DAVID| |6465 FLORIDANA AVENUE| |MELBOURNE BCH FL 32951 3840

33|2949626|29 3732GU 1202. 16.|CSA STRATEGIES LLC| |1980 WINDBROOK DRIVE SE| |PALM BAY FL 32909 0

34|2946886|29 3731GV 1267. 12.|DACOSTA, VALRIE A|DACOSTA, ROY H/W|3106 WINCHESTER AVE SE| |PALM BAY FL 32909 0

35|2949938|29 3732GU 1213. 21.|DALY, PAUL| | P O BOX 321395| |COCOA BCH FL 32932 1395

36|2947037|29 3731GV 1274. 10.|DANGEL, SANDRA J| |916 YEW STREET| |BAREFOOT BAY FL 32976 0

37|2920763|29 3636KJ 1396. 16.|DARLING, IVY| |102 CABOT AVENUE| |ELMSFORD NY 10523 0

38|2947420|29 3731GV 1289. 3.|DAVIDSON, ROBERT A| |153 TIMBER TRAILS LANE| |MOCKSVILLE NC 27028 5670

39|2946933|29 3731GV 1269. 17.|DAVIS, KEVIN E| |381 WARWICK ST SE| |PALM BAY FL 32909 0

40|2946629|29 3731GV 1257. 56.|DAVIS, LINDA| |235 S BEACH BLVD SPC #18| |ANAHEIM CA 92804 0

41|2946613|29 3731GV 1257. 40.|DAVIS, ROBERT A JR|DAVIS, CANDY A H/W|254 WARWICK STREET SE| |PALM BAY FL 32909 0

42|2949936|29 3732GU 1213. 19.|DE MELLO, RONALD| |1425 CINNAMARON LANE| |GOOSE CREEK SC 29445 0

43|2947028|29 3731GV 1274. 1.|DENNEY, ROBERT|DENNEY, CATHERINE H/W|3298 LOWRY BLVD SE| |PALM BAY FL 32909 0

44|3000245|30 3707MF A. 142.|DESIR, MARIE LOURDES| |10363 KRISTEN PARK DR| |ORLANDO FL 32823 0

45|2947074|29 3731GV 1275. 15.|DOMENECH, RAFAEL A| |56 -33 CATARATA ST| |SAN JUAN PR 926 0

46|2949954|29 3732GU 1213. 37.|DOURMAP, JEAN-MARC| | P O BOX 7216| |PORT ST LUCIE FL 34985 7216

47|3010509|30 3708HF 6. .|DUNAGAN, FRANK H| |3221 S ATLANTIC AVE #603| |COCOA BCH FL 32931 0

48|2946618|29 3731GV 1257. 45.|ECKLAR, JAMES O| |298 WARWICK ST SE| |PALM BAY FL 32909 0

49|2949879|29 3732GU 1211. 14.|EISENHOWER PROPERTIES LP| | P O BOX 2308| |SAVANNAH GA 31402 0

50|2947100|29 3731GV 1277. 10.|ESPOSITO, PAMELA| |2239 SHOMA DR| |ROYAL PALM BCH FL 33414 0

51|2946614|29 3731GV 1257. 41.|ETGHAYI, FAROKH| | P O BOX 910| |SAN GERMAN PR 683 0

52|2947052|29 3731GV 1274. 25.|FARNES, WARREN| |2126 RESERVOIR ST| |LOS ANGELES CA 90026 0

53|2947480|29 3731GV 1291. 14.|FERNANDEZ, NELSON| |11040 SW 59 TERR| |MIAMI FL 33173 0

54|2947155|29 3731GV 1279. 19.|FIGUEROA, MIGUEL A| |281 AVENUE C APT#MA| |NEW YORK NY 10009 0

55|2947038|29 3731GV 1274. 11.|FIVE STAR INVESTMENT COMPANY LLC| |511 SW PORT SAINT LUCIE BLVD| |PORT ST LUCIE FL 34953 0

56|2947050|29 3731GV 1274. 23.|FLAMINIANO, GERMAN O|FLAMINIANO, LUCITA R H/W|70 NICKLAUS DRIVE|AURORA, ONTARIO L4G 0C8|CANADA 0 0

57|3000272|30 3708HF 1. .|FLAMM, RICHARD A|FLAMM, TERESA R H/W|9202 FLAMM'S PLACE| |PALM BAY FL 32909 0

58|3000262|30 370801 . 4.|FLAMM, RICHARD A|FLAMM, TERESA R H/W|9202 FLAMM'S PLACE| |PALM BAY FL 32909 0

59|2947042|29 3731GV 1274. 15.|FULLER, EVERTON G| |17 PERSHING STREET| |HARTFORD CT 6112 0

60	2949556	29	3732GU	1199.	15.	FYFFE, CALICE M | |3290 WEYBURN AVE SE| |PALM BAY FL 32909 0
61	2946626	29	3731GV	1257.	53.	GALLAND, VIOLAINE| |166 W 75TH STREET APT 1214| |NEW YORK NY 10023 0
62	2949569	29	3732GU	1200.	2.	GENILLOUD, FRANCIS|GENILLOUD, PAUL ET AL| IMPASSE DU CHENE 5|CH 1740 NEYRUZ|SCHWITZERLAND 0 0
63	2946887	29	3731GV	1267.	13.	GLIWA, ERLINDA T|GLIWA, DAVID R|6121 N ATLANTIC AVE #106| |CAPE CANAVERAL FL 32920 3908
64	2947156	29	3731GV	1279.	20.	GONZALEZ, SUHEIL| |3294 HALL ROAD SE| |PALM BAY FL 32909 0
65	2947122	29	3731GV	1278.	14.	GORIN, MARGARITA M| |3299 HALACKA AVENUE SE| |PALM BAY FL 32909 0
66	2949526	29	3732GU	1198.	11.	GRANCARA, ZAIRA| | VIA C BATTISTI 56|36050 QUINTO VICENTINO (VI)|ITALY 0 0
67	2946623	29	3731GV	1257.	50.	GRAY, JASON D|GRAY, VALESKA A H/W|440 SE 4TH STREET| |DEERFIELD BCH FL 33441 0
68	2949502	29	3732GU	1197.	13.	GREENWALD, JODI ANN| |8108 NW 100TH TERRACE| |TAMARAC FL 33321 0
69	2949937	29	3732GU	1213.	20.	GUENNO, STEPHANE| |22 RUE DU CHAMP DE L'ORME|33000 RENNES|FRANCE 0 0
70	2949554	29	3732GU	1199.	13.	GVL COMMUNITY LLC| |1838 2ND AVE STE 350| |NEW YORK NY 10128 0
71	2949573	29	3732GU	1200.	6.	HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909 0
72	2949574	29	3732GU	1200.	7.	HALL, JEREMY A| |650 HENLOCK ST SE| |PALM BAY FL 32909 0
73	2949942	29	3732GU	1213.	25.	HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 SE BROOKFIELD ST| |PALM BAY FL 32907 0
74	2949940	29	3732GU	1213.	23.	HARRINGTON, WENDELL A|HARRINGTON, JULIE L H/W|890 BROOKFIELD ST SE| |PALM BAY FL 32909 0
75	3000244	30	3707NF	A.	141.	HAYES, PHILIP J|HAYES, SHANNON L H/W|2320 STONEBRIDGE DR| |ROCKLEDGE FL 32955 0
76	2946844	29	3731GV	1265.	12.	HESTER, ANDREA| |3299 HEWITT AVE SE| |PALM BAY FL 32909 0
77	2947418	29	3731GV	1289.	1.	HIBBERT, ANGELLA| |705 DELLROSE TRACE| |MC DONOUGH GA 30253 8786
78	2947047	29	3731GV	1274.	20.	HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130 0
79	2947046	29	3731GV	1274.	19.	HIGGINBOTHAM, HARVEY A|HIGGINBOTHAM, JANICE A CO-TRS|6684 ROCHELLE BLVD| |PARMA HTS OH 44130 0
80	2949945	29	3732GU	1213.	28.	HOLLOMAN, EARL U|HOLLOMAN, JUANITA H/W|23511 BELMAR DR| |LAGUNA NIGUEL CA 92677 0
81	2949625	29	3732GU	1202.	15.	HOHSI, EVELYNE M| | TIMMERSLALT 34|43346 PARTILLE|SWEDEN 0 0
82	2949572	29	3732GU	1200.	5.	HONG, TALHUI|HONG, OK JA H/W|1292 ALLENTOWN RD APT #2108| |LANSDALE PA 19446 0
83	2949504	29	3732GU	1197.	15.	INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804 0
84	2949503	29	3732GU	1197.	14.	INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804 0
85	2949505	29	3732GU	1197.	16.	INGERSOLL INVESTMENTS III LLC| |2809 ARDSLEY DRIVE| |ORLANDO FL 32804 0
86	2947040	29	3731GV	1274.	13.	ISIDORE, MARIE MAUDE| |2886 NW 94TH AVE| |CORAL SPRINGS FL 33065 0
87	2946615	29	3731GV	1257.	42.	ITAN GROUP INC| |63 S OAK AVENUE| |FORDS NJ 8863 0
88	2949948	29	3732GU	1213.	31.	JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441 0
89	2949949	29	3732GU	1213.	32.	JERINSKY, EUGENE|JERINSKY, HELENA E H/W|545 TRACE CIR APT #106| |DEERFIELD BCH FL 33441 0
90	2946928	29	3731GV	1269.	12.	JONES, CHARLOTTE|JONES, ARNOLD LEWIS|321 WARWICK ST SE| |PALM BAY FL 32909 0
91	2949943	29	3732GU	1213.	26.	JORQUERA, VIVIANO| |43 CONTINENTAL PLACE| |GLEN COVE NY 11542 0
92	2949877	29	3732GU	1211.	12.	KELLEY, JOHN H|KELLEY, RAYMONA A H/W|3297 TRAINFO AVENUE SE| |PALM BAY FL 32909 0
93	2947089	29	3731GV	1276.	15.	KERR, NEVILLE B|KERR, ESMERALDA H/W|5282 REDWOOD PLACE| |PLANTATION FL 33317 0
94	2949580	29	3732GU	1200.	13.	KIM, MARVIN H| |1733 S 10TH AVE| |ARCADIA CA 91006 0
95	2947099	29	3731GV	1277.	9.	KRACK, PETER H|KRACK, MARGARET ANNE H/W|33 CARRIAGE HOUSE DR| |DANBURY CT 6810 0
96	2949553	29	3732GU	1199.	12.	KWOK, KEN C| | NO 6 B/FLOOR TAI HANG RD| |HONG KONG 0 0
97	2949552	29	3732GU	1199.	11.	KWOK, KEN C| | NO 6 B/FLOOR TAI HANG RD| |HONG KONG 0 0
98	2949939	29	3732GU	1213.	22.	LAM, KELLY LIANG| |22465 SW 61ST WAY APT #D141| |BOCA RATON FL 33428 0
99	2949853	29	3732GU	1210.	14.	LAM, LONG T|LAM, ANH N PHAM H/W|11910 PORTOFINO RD| |HOUSTON TX 77082 0
100	2949906	29	3732GU	1212.	15.	LEMO INVESTMENTS INC| |3765 PEACOCK DRIVE| |W MELBOURNE FL 32904 0
101	3000242	30	3707NF	A.	139.	LIH, MYRNA| |5890 CRESCENT RIDGE DR| |SEVEN HILLS OH 44131 2437
102	2949852	29	3732GU	1210.	13.	LISANTI, MARIO|LISANTI, SHARAL H/W|2762 CARAMBOLA CIR S| |COCONUT CREEK FL 33066 0
103	2946865	29	3731GV	1266.	12.	LOISEAU, MARIE F|DUPUY, DUVAL H/W|259 -44 147TH RD| |ROSEDALE NY 11422 0
104	2946802	29	3731GV	1263.	12.	LONGO, ANTONIO M| |4014 FORT WORTH AVE| |ALEXANDRIA VA 22304 0
105	2946930	29	3731GV	1269.	14.	MAC WILLIE, STEPHEN S|MAC WILLIE, PHILLIS F H/W|407 JANICE ST| |ENTERPRISE AL 36330 0
106	2947036	29	3731GV	1274.	9.	MADDEN, DANIEL| |594 WARRICK ST SE| |PALM BAY FL 32909 0
107	2947035	29	3731GV	1274.	8.	MADDEN, DANIEL P| |594 WARWICK STREET SE| |PALM BAY FL 32909 0
108	3000243	30	3707NF	A.	140.	MANGUBA, ALICIA DORAN| |1992 MERLIN RD| |PHILADELPHIA PA 19116 0
109	2947059	29	3731GV	1274.	32.	MARTIN, ROBERT| |406 WARWICK ST SE| |PALM BAY FL 32909 0
110	2947055	29	3731GV	1274.	28.	MC KEE, DOROTHY A ESTATE|MC KEE, PAUL S|41650 RCR 46| |STEAMBOAT SPRINGS CO 80487 0
111	2949571	29	3732GU	1200.	4.	MEAD, VIRGIL E|MEAD, MARCIA A H/W| P O BOX 5185| |GODFREY IL 62035 0
112	2949880	29	3732GU	1211.	15.	MESHAKA, ABRAHAM E|MESHAKA, DOLLY H/W|18575 SW 42 STREET| |MIRAMAR FL 33029 0
113	2949608	29	3732GU	1201.	16.	MICHAELS, DENISE J| |776 BROOKFIELD ST SE| |PALM BAY FL 32909 7503
114	2946803	29	3731GV	1263.	13.	MIRANDA, LENNI LONGO| |86 CERVANTES STREET 5-A| |SAN JUAN PR 907 0
115	2949623	29	3732GU	1202.	13.	MIRAVALLE, JUSTIN D| |3294 WESTMORE RD SE| |PALM BAY FL 32909 0
116	2949610	29	3732GU	1201.	18.	MOALLEM, DAVID|MOALLEM, JOAN P TRUSTEES|1663 GEORGIA STREET NE STE 200| |PALM BAY FL 32907 0
117	2949951	29	3732GU	1213.	34.	MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
118	2949621	29	3732GU	1202.	11.	MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
119	2949577	29	3732GU	1200.	10.	MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
120	2949944	29	3732GU	1213.	27.	MOALLEM, M DAVID| |1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0

Appendix

121	2946598	29	3731GV	1257.	25.	MOLINA, GIL JR	STRUBLE, VALERIE|120 WARWICK ST SE| |PALM BAY FL 32909 0
122	2946627	29	3731GV	1257.	54.	MONTANEZ, BRUCE|	|1072 HAILEY ST| |MELBOURNE FL 32904 0
123	2920762	29	3636KJ	1396.	15.	MORGAN, KELBY D|	|108 LAGOON ST SW| |PALM BAY FL 32908 0
124	2949902	29	3732GU	1212.	11.	MPX LAND COMPANY|	|1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
125	2947056	29	3731GV	1274.	29.	MPX LAND COMPANY|	|1663 GEORGIA STREET NE STE #200| |PALM BAY FL 32907 0
126	2946602	29	3731GV	1257.	29.	MPX LAND COMPANY|	|1663 GEORGIA STREET NE| |PALM BAY FL 32907 0
127	2946611	29	3731GV	1257.	38.	MSIP PROPERTIES LLC|	|12007 CORSICA LANE| |NORTH PORT FL 34287 0
128	2947054	29	3731GV	1274.	27.	NATHANSON, SCOTT|	|705 ALASKA AVE NE| |PALM BAY FL 32907 0
129	3000239	30	3707MF	A.	136.	NEBRES, RODOLFO D|NEBRES, DOLORES T H/W|42 EDGEMONT RD| |EDISON NJ 8817 0
130	3000240	30	3707MF	A.	137.	NEBRES, RODOLFO D|NEBRES, DOLORES T H/W|42 EDGEMONT RD| |EDISON NJ 8817 0
131	2949650	29	3732GU	1203.	18.	NEDD, LORETTA|	|1385 LAFAYETTE SQ| |MC DONOUGH GA 30252 6808
132	2949649	29	3732GU	1203.	17.	NEDD, LORETTA|	|1385 LAFAYETTE SQ| |MC DONOUGH GA 30252 6808
133	2946630	29	3731GV	1257.	57.	NICHOLOFF, BORIS|	|235 S BEACH BLVD #18| |ANAHEIM CA 92804 0
134	2949575	29	3732GU	1200.	8.	NOVA STAR INVESTMENTS INC|	|12112 NW 53RD ST| |CORAL SPRINGS FL 33076 0
135	2947034	29	3731GV	1274.	7.	O'BRIEN, ROSE M|	|80 NE 26TH ST| |WILTON MANORS FL 33305 1028
136	2949953	29	3732GU	1213.	36.	O'HARA, JOHN| |	MIDWAY HOME ESTATES|160 MT PLEASANT RD #16|NEWTOWN CT 6470 0
137	2946616	29	3731GV	1257.	43.	OCFEMIA, THOMAS|	|4401 KRAFT ST #1| |STUDIO CITY CA 91602 0
138	2949964	29	3732GU	1214.	10.	OCHOA, JUAN CARLOS GONZALEZ|	|3272 TERKELSON AVE SE| |PALM BAY FL 32909 0
139	2946617	29	3731GV	1257.	44.	ODIES, DULIA|	|8 COLLEEN DR| |BROCKTON MA 2301 0
140	2948749	29	3732GU	F.	.	PALM BAY, CITY OF|	|120 MALABAR RD SE| |PALM BAY FL 32909 0
141	2946824	29	3731GV	1264.	13.	PAOLI HOMES LLC|	P O BOX 101353| |PALM BAY FL 32910 1353
142	2946932	29	3731GV	1269.	16.	PASCUA, NIEVES CUSTODIO|	|230 CHISHOLM AVE|TORONTO ON M4C 4W4|CANADA 0 0
143	2946931	29	3731GV	1269.	15.	PASCUA, NIEVES CUSTODIO|	|230 CHISHOLM AVE|TORONTO ON M4C 4W4|CANADA 0 0
144	2949609	29	3732GU	1201.	17.	PATEL, CHETAN R|PATEL, MANISHA C|307 MCKINLEY AVE| |EDISON NJ 8820 0
145	2949648	29	3732GU	1203.	16.	PAYNE, DAVID LANCE|COWART, DENNIS G ET AL|3288 WALLACE AVE SE| |PALM BAY FL 32909 0
146	2947419	29	3731GV	1289.	2.	PEREZ, LILLIAN| |1901 NE 41ST ST| |OAKLAND PARK FL 33308 0
147	2946929	29	3731GV	1269.	13.	PIERRE, BERNARD|	|8020 NW 21ST CT| |SUNRISE FL 33322 0
148	2947453	29	3731GV	1290.	15.	POLLACK, LANCE|	|3298 HAINSWORTH AVE SE| |PALM BAY FL 32909 0
149	2949582	29	3732GU	1200.	15.	PRATT, WENDELL|PRATT, HA H/W|934 LEMONGRASS LANE| |WELLINGTON FL 33414 0
150	2949876	29	3732GU	1211.	11.	PURCELL, MARK W|	|3281 TRAINFO AVE SE| |PALM BAY FL 32909 0
151	2947057	29	3731GV	1274.	30.	REYNOLDS, HOWARD|REYNOLDS, ANDREA H/W|9517 OSPREY ISLES BLVD| |PALM BEACH GARDENS FL 33412 0
152	2949531	29	3732GU	1198.	16.	RICE, MICHAEL W|RICE, KAORU A H/W|8565 BOCA GLADES BLVD W #E| |BOCA RATON FL 33434 0
153	2949576	29	3732GU	1200.	9.	RICHARDSON, D J| |3380 CHESTNUT CREEK DR| |MARIETTA GA 30062 0
154	2949881	29	3732GU	1211.	16.	ROBERSON, SEAN|ROBERSON, JENNIFER H/W|1041 PANDORA RD SE| |PALM BAY FL 32909 0
155	3000281	30	370801	.	3.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT DRIVE| |VERO BCH FL 32960 0
156	3000218	30	3705HF	250.	.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960 1993
157	3000275	30	3708HF	250.	.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960 1993
158	3000280	30	370801	.	2.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT DRIVE| |VERO BCH FL 32960 0
159	3000279	30	370801	.	1.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT DRIVE| |VERO BCH FL 32960 0
160	3000220	30	370600	1.	.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960 1993
161	3000268	30	370700	1.	.	ROLLING MEADOW RANCH INC|	|3060 AIRPORT WEST DRIVE| |VERO BEACH FL 32960 1993
162	2947044	29	3731GV	1274.	17.	RYAN, MICHAEL V|	|684 VOCELLE AVE| |SEBASTIAN FL 32958 0
163	2949622	29	3732GU	1202.	12.	SALEM, CLAIRE G|	TIMMERSLALT 34|43346 PARTILLE|SWEDEN 0 0
164	2946605	29	3731GV	1257.	32.	SALOMONE, VICKI J|	|2312 ANGEL RD SE| |PALM BAY FL 32909 0
165	2946604	29	3731GV	1257.	31.	SALOMONE, VICKI J|	|2312 ANGEL RD SE| |PALM BAY FL 32909 0
166	2946866	29	3731GV	1266.	13.	SAMPLE, NED G|	|9100 SINGLE OAK DR SPC 49| |LAKESIDE CA 92040 0
167	2946599	29	3731GV	1257.	26.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
168	2946609	29	3731GV	1257.	36.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
169	2947041	29	3731GV	1274.	14.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
170	2949935	29	3732GU	1213.	18.	SARALAND LLC|	|1663 GEORGIA ST NE| |PALM BAY FL 32905 0
171	2946621	29	3731GV	1257.	48.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
172	2947051	29	3731GV	1274.	24.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
173	2947045	29	3731GV	1274.	18.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
174	2949624	29	3732GU	1202.	14.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
175	2946607	29	3731GV	1257.	34.	SARALAND LLC|	|1663 GEORGIA ST NE STE 200| |PALM BAY FL 32907 0
176	3000274	30	3708MF	25.	.	SARTORI, JAMES|	|3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
177	3000236	30	3707MF	A.	133.	SAULOG, PEDRO M|SAULOG, ISABELITA M H/W|502 SCHROEDER DRIVE| |SALEM IL 62881 0
178	3000238	30	3707MF	A.	135.	SAULOG, TEOFILO M|SAULOG, GLORIA E H/W|119 STURBRIDGE DRIVE| |PISCATAWAY NJ 8854 0
179	3000237	30	3707MF	A.	134.	SAULOG, TEOFILO M|SAULOG, GLORIA E H/W|119 STURBRIDGE DRIVE| |PISCATAWAY NJ 8854 0
180	2946606	29	3731GV	1257.	33.	SCAGLIONE, WILLA L ESTATE| |301 CHAMBERS BLVD| |SWANSEA IL 62226 0
181	3000361	30	370801	.	83.	SCHOOL BOARD OF BREVARD COUNTY FL| |2700 ST JOHNS ST| |MELBOURNE FL 32940 6699

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182|3000359|30 370801      .   81.|SCHOOL BOARD OF BREVARD COUNTY FL| |2700 ST JOHNS ST| |MELBOURNE FL 32940 6699
183|3000360|30 370801      .   82.|SCHOOL BOARD OF BREVARD COUNTY FL| |2700 ST JOHNS ST| |MELBOURNE FL 32940 6699
184|2949581|29 3732GU 1200.   14.|SCHUBERT, EARL THOMAS|SCHUBERT, CLARA FRANCES H/W|1040 JONQUIL STREET| |LAKE PLACID FL 33852 5100
185|3000241|30 3707MF      A. 138.|SHROUDER, JAMES J| |3570 LA SALLE AOE| |ST CLOUD FL 34772 0
186|2946626|29 3731GV 1257.   55.|SHUM, YUAN CNE| | P O BOX 3580| |SANTA MONICA CA 90408 0
187|2947053|29 3731GV 1274.   26.|SILOY, DANIEL PHILLIP|SILOY, IRENE L|447 WOODRIDGE CIRCLE| |BEREA OH 44017 0
188|2947049|29 3731GV 1274.   22.|SIMPSON, DONNA ODOM|SIMPSON, PHILLIP QUENTES H/W|486 WARWICK ST SE| |PALM BAY FL 32909 0
189|2947043|29 3731GV 1274.   16.|SKERRET, FLORIDALMA| |17319 GRAND CENTRAL PKWY| |JAMAICA NY 11432 1316
190|2946620|29 3731GV 1257.   47.|SLACK, WILLIAM D| |13068 -157 COURT N| |JUPITER FL 33478 0
191|3000285|30 370801      .    7.|SOUCY, RICHARD P| |211 SIXTH AVE| |MELBOURNE BCH FL 32951 0
192|3000283|30 370801      .    5.|SOUCY, RICHARD P|SOUCY, JEANETTE L H/W|211 SIXTH AVE| |MELBOURNE BCH FL 32951 0
193|2949952|29 3732GU 1213.   35.|STENT, KEITH D|STENT, JANINE H/W|  ALTENBERG CASTLEGATE|PULBOROUGH W SUSSEX RH20 2NJ|UNITED KINGDOM
0 0
194|2949647|29 3732GU 1203.
195|2949501|29 3732GU 1197.   15.|TAYLOR, CINDY LOUISE| |3280 WALLACE AVENUE SE| |PALM BAY FL 32909 0
196|3000235|30 3707MF      A.   12.|TEASDALE, ADRIAN LEROY L| |4693 KINGS HIGHWAY 31|GLOUCESTER ON  K1T 3W7|CANADA   0 0
197|2947033|29 3731GV 1274. 132.|TELLEZ, WALUISA M| |45 DELAWARE RD| |YONKERS NY 10710 0
198|2949851|29 3732GU 1210.    6.|THOMAS, SHARON V| |411 DI LIDO ST NE| |PALM BAY FL 32907 0
199|2949529|29 3732GU 1198.   12.|TYNDALL, SYBIL ANN| |3289 WALLACE AVE SE| |PALM BAY FL 32909 0
200|3010427|30 3705HF  752.   14.|VG COMMUNITY LLC| |1838 2ND AVE STE 350| |NEW YORK NY 10128 0
201|3000219|30 3705HF  750.    .|WATERSTONE FARMS LLC| |235 WEST DRIVE| |MELBOURNE FL 32904 0
202|3000217|30 3705HF    1.    .|WATERSTONE FARMS LLC| |235 WEST DRIVE| |MELBOURNE FL 32904 0
203|2949555|29 3732GU 1199.    .|WATERSTONE FARMS LLC| |235 WEST DRIVE| |MELBOURNE FL 32904 0
204|2947039|29 3731GV 1274.   14.|WEAVER, MATTHEW ALLEN|TREADWAY, JENNIFER ANN|683 HENLOCK STREET SE| |PALM BAY FL 32909 0
205|2949579|29 3732GU 1200.   12.|WEINMAN, DAVID J| |4040 NE 12TH AVENUE| |POMPANO BEACH FL 33064 0
206|3000269|30 370700      2.   12.|WILLIAMS, BETSY L| |7801 DERICKSON NE| |ALBUQUERQUE NM 87109 0
207|3000151|30 360101      1.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
208|3000276|30 3708HF  251.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
209|3000170|30 361201  250.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
210|3000169|30 361101      2.    .|WILLOWBROOK COAL CO| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
211|3000270|30 370700  500.    .|WILLOWBROOK FARMS| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
212|3000278|30 3708HF  501.    .|WILLOWBROOK FARMS| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
213|2949653|29 3732GU 1203.    .|WILLOWBROOK FARMS| |3100 N RIVERSIDE DR| |INDIALANTIC FL 32903 0
214|2949652|29 3732GU 1203.   21.|WINGFIELD, WILLIAM J| |1240 NW 100TH WAY| |PLANTATION FL 33322 0
215|2949568|29 3732GU 1200.   20.|WINGFIELD, WILLIAM J| |1240 NW 100TH WAY| |PLANTATION FL 33322 0
216|2947031|29 3731GV 1274.    1.|WOOD, MICHAEL D| |612 HENLOCK ST SE| |PALM BAY FL 32909 0
217|2949946|29 3732GU 1213.    4.|WORLD O WORLD CORPORATION| |1531 SE PORT ST LUCIE BLVD| |PORT ST LUCIE FL 34952 0
218|2949947|29 3732GU 1213.   29.|WRIGHT, HAROLD M ESTATE| |  P O BOX 16194| |WEST HAVEN CT 6516 6194
219|2946823|29 3731GV 1264.   30.|WRIGHT, HAROLD M ESTATE| |  P O BOX 16194| |WEST HAVEN CT 6516 6194
220|2920761|29 3636KJ 1396.   12.|WRIGHT, LYNDEL G| |5233 NW 27TH STREET| |MARGATE FL 33063 0
221|2949528|29 3732GU 1198.   14.|YORK-MONESTERE, DONNA| |4702 BLOCK HOUSE LANE| |HOLLYWOOD SC 29449 0
                              13.|YOUNGBLOOD, DONNIE|YOUNGBLOOD, MAUVOR E H/W|1820 NW 36 TERRACE| |FORT LAUDERDALE FL 33311 0
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RECEIPT

BREVARD COUNTY
2725 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940

Application: 06POS-00000-#0000
Application Type: _MODULE/_PER_TYPE/_PER_SUB_TYPE/_PER_CATEGORY
Address:

Receipt No.: 360275

Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Comments
Check	13806	$40.00	06/27/2014	NAOMI.ADKINS	POS#27256

Owner Info.:

Work Description:

Invoice #	Invoice Date	Period	Fee Item	Fee
367800	27-Jun-14	FINAL	PZ - Graphics/GIS	$40.00
			Subtotal:	$40.00
			Total Fee:	$40.00

***Note: Additional Fees may apply to obtain a Certificate of Completion, a Certificate of Occupancy, or a Final Building Inspection. Please call the Central Cashier to verify.**

Contact Numbers
Building Dept. – 633-2072, Central Cashier – 633-2068, Code Enforcement – 633-2088, Land Development – 633-2065, Licensing, Regulation, and Enforcement – 633-2058

*** CITY OF PALM BAY
*** CUSTOMER RECEIPT ***

Batch ID: HALLB 7/24/14 33 Receipt no: 279039

Type	SvcCd	Description	Amount
GM		MISC-G/L PAYMENT (# REQ.)	
	Qty	1.00	$750.00

PUD-15-2014 ROLLING MEADO
Trans number: 5307299
OTHER FEES & CHARGE 00100003413002

Tender detail
CK Ref#: 17842 $750.00
Total tendered: $750.00
Total payment: $750.00

Trans date: 7/24/14 Time: 9:56:56

** THANK YOU FOR YOUR PAYMENT **

*** CITY OF PALM BAY
*** CUSTOMER RECEIPT ***

Batch ID: HALLB 7/24/14 33 Receipt no: 279038

Type	SvcCd	Description	Amount
GM		MISC-G/L PAYMENT (# REQ.)	
	Qty	1.00	$1000.00

PUD-16-2014 ROLLING MEADO
Trans number: 5307298
OTHER FEES & CHARGE 00100003413002

Tender detail
CK Ref#: 17841 $1000.00
Total tendered: $1000.00
Total payment: $1000.00

Trans date: 7/24/14 Time: 9:56:17

** THANK YOU FOR YOUR PAYMENT **

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott M. Glaubitz, PE, PLS., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE# (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1376.23

THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses (if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $1,000.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6-24-14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the City of Palm Bay.

2. Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008 - 19, and will be relied upon by the City of Palm Bay in its review of application for Comprehensive Plan amendment or Development Order approval affecting the property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata, [✓] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____, Notary Public

Julie A. Bernal
(Print Notary Name)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11.12.16

EXHIBIT "A"

PROPERTY

DESCRIPTION:

THE WEST 1/2 OF SECTION 5, ALL OF SECTION 6, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN N00°56'31"W, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 348.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGE 1863, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°30'06"E, ALONG SAID NORTH LINE, A DISTANCE OF 5272.16 FEET TO THE EAST LINE OF SAID SECTION 7 (SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 8); THENCE S89°41'55"E A DISTANCE OF 2649.59 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 8; THENCE S00°54'17"W, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 247.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S89°26'11"W A DISTANCE OF 2649.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7); THENCE N89°50'09"W A DISTANCE OF 5273.88 FEET TO THE POINT OF BEGINNING. CONTAINING 1,376.23 NET ACRES, MORE OR LESS.

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	Percent of Interest
Blackhawk Cnstruction Co. owns Rolling Meadow Ranch	3060 Airport WEst Dr Vero Beach FL 32960	100%
Rolling Meadow Ranch INc owns the Property.	3060 Airport W Dr Vero BEach, FL Vero Beach FL	100%
Andrew R Machata is the President of Blackhawk Construction and Rolling Meadow Ranch and owns		100%

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – APPLICANT

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared Andy Machata, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

Affiant is the [ ] individual or [✓] President *[position-e.g., president, partner, trustee]* of Rolling Meadow Ranch, Inc. *[name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership]*, (hereinafter, "Applicant"). Applicant seeks Comprehensive Plan amendment or Development Order approval for real property legally described on the attached Exhibit "A" (the "Property").

Affiant's address is: 3060 Airport West Drive, Vero Beach, FL 32960

Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Applicant. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008-19, and will be relied upon by the City of Palm Bay in its review of Applicant's application for Comprehensive Plan amendment or Development Order approval. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of the Applicant.

Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Applicant that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

. Affiant

Andy Machata
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 26th day of June, 2014, by Andy Machata
[ ] who is personally known to me or [ ] who has produced _____
as identification and who did take an oath.

Julia A. Bernal
. Notary Public

Julie A. Bernal
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-12-16

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

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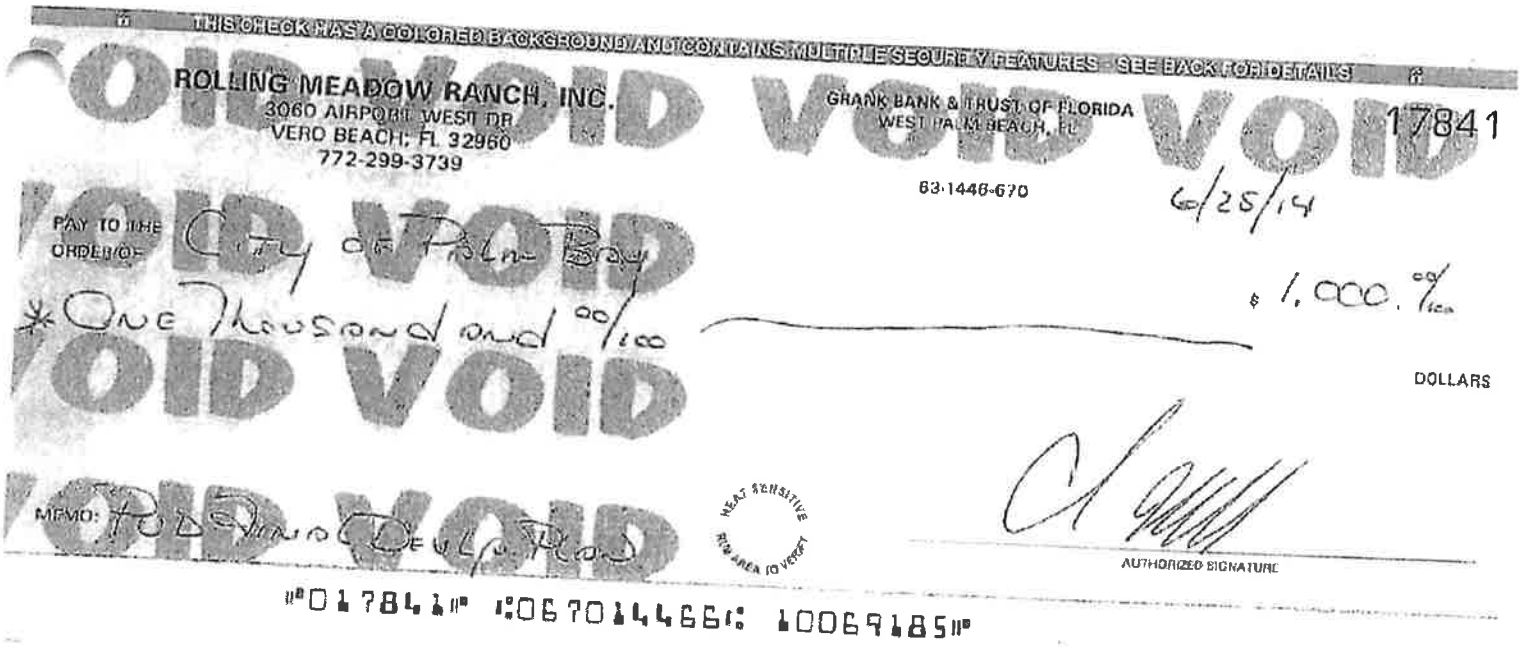
EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	
Blackhawk Construction Company owns Rolling Meadow Ranch Inc	3060 Airport W Dr. Vero Beach FL 32960	100%
Rolling Meadow Ranch Inc	3060 Airport W Dr Vero Beach, FL 32960 owns the Property	100%
Andrew R Machata President and owner of Blackhawk Construction and Rolling Meadow Ranch Inc	Owns	100%



THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

ROLLING MEADOW RANCH, INC.
3060 AIRPORT WEST DR
VERO BEACH, FL 32960
772-299-3739

GRANK BANK & TRUST OF FLORIDA
WEST PALM BEACH, FL
63-1446-670

17841

6/25/14

PAY TO THE ORDER OF City of Palm Bay

$ 1,000.00

*One Thousand and 00/100 DOLLARS

MEMO: Road Impact Dev. Fees

HEAT SENSITIVE
RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID

⑈017841⑈ ⑆067014466⑆ 10069185⑈

ROLLING MEADOW RANCH, INC.

Brevard Co.

17841

June 24, 20 14

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Final Development Plan application for said property.

(Signature)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 20 14
by Andy Machuta, who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220933
Bonded Through National Notary Assn.

Julie A. Bernal
Notary Public
Serial No. EE 220933
My commission expires 11-12-16

Rolling Meadow Lakes

Final PUD Application
Development Schedule

1. The final order will depend upon the Palm Bay Utility Department's schedule for their utility plant upgrades. Currently, the submittal allows for two different sequencing scenarios.

2. Initial construction is projected to commence ± 2 years from the date of PUD approval.

3. The duration is anticipated to be ± 8 – 10 years.

4. Open space and complimentary buildings will occur in accordance with zoning requirements, if not before.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROLLING MEADOW LAKES SUBDIVISION

THIS MASTER DECLARATION made this ____ day of _____, 2008, by **ROLLING MEADOW RANCH, INC.**, a Florida corporation (the "Declarant"), and is joined in by the **ROLLING MEADOW LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, ("Association").

RECITALS:

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit "A" attached to this Declaration and made a part hereof (the "Total Lands").

WHEREAS, Declarant desires to develop a planned community to be known as "Rolling Meadow Lakes" upon the Total Lands; and

WHEREAS, Declarant presently intends by this declaration to impose the covenants, conditions, provisions, and restrictions contained in this Declaration upon only that portion of the Total Lands which is described in Exhibit "B" hereto (the "Committed Lands").

WHEREAS, all portions of the Total Lands which are not Committed Lands (the Uncommitted Lands") may be used in any manner consistent with applicable law as Declarant, in its sole discretion, deems appropriate;

WHEREAS, this Declaration imposes upon the Committed Lands a general plan of development to mutually benefit all owners of residential properties within the Committed Lands and the Declarant desires to provide a flexible, manageable, and reasonable procedure for the overall development of the Committed Lands, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Committed Lands.

WHEREAS, in order to develop and maintain Rolling Meadow Lakes as a planned residential community, and to preserve the value and amenities of such community, it is necessary to declare, commit and subject the Committed Lands and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement;

WHEREAS, this Declaration shall be the "Master Declaration", and the Association shall be the "Master Asociation" thereunder; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant declares that the Committed Lands and any additional portions of the Total Lands which may be subjected to this Declaration by a subsequent amendment shall be owned, held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, regulations, burdens and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the Committed Lands subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the property subjected to this Declaration. This Declaration does not, and is not intended to, create a condominium within the meaning of Chapter 718, Florida Statutes.

ARTICLE I
Mutual Benefits and Obligations

The Covenants contained in this document are for the purpose of protecting the value and desirability of Rolling Meadow Lakes Subdivision and are made for the mutual benefit of each and every owner of a Lot in the subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot, its owner and the Association. Each owner, his or her family, friends, guests, lessees and

invitees shall comply with the provisions of these Covenants while present within this subdivision and each and every term of the Articles of Incorporation, and By-Laws of the Association.

ARTICLE II
Definitions

The terms used in this Declaration shall be defined as set forth herein.

2.1: Architectural Control Committee (the "ACC"). The Committee of Rolling Meadow Lakes Homeowners Association, Inc. charged with the duties set forth in Article VIII of these Covenants.

2.2: Articles. The Articles of Incorporation of the Association (hereinafter defined). A true and correct copy of the Articles is attached hereto, made a part hereof, and marked Exhibit "C".

2.3: Assessments. Annual and Special Assessments by the Association against Units in the Subdivision made in accordance with the terms of these Covenants.

2.4: Association. Rolling Meadow Lakes Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, existing pursuant to Articles of Incorporation, filed in the Office of the Secretary of State on _____, as amended by any amendments thereto..

2.5: Association Expenses. The actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board, pursuant to the Homeowners Documents (hereinafter defined).

2.6: Board. The Board of Directors of Rolling Meadow Lakes Homeowners Association, Inc., a Florida not-for-profit corporation.

2.7: By-Laws. The By-Laws of the Rolling Meadow Lakes Homeowners Association, Inc., which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

2.8: Committed Lands. That certain real property described in Exhibit "B" submitted to this Declaration; provided, however, Declarant reserves the right to add to or withdraw from the provisions hereof such portion or portions of the Committed Lands then owned by Declarant as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

2.9: Common Area. Those areas of real property shown on the Plat, together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property". The Common Area shall consist of:

A. All portions of the Total Lands (hereinafter defined), which are submitted to this Declaration, and are dedicated to the Association, that are not Lots or Units;

B. All portions of the Total Lands which are submitted to this Declaration, and that are not dedicated to any governmental entity or to the public for a public use, if any.

2.10: Community Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be reasonably and more specifically determined by the Board.

2.11: County. Shall mean Brevard County, Florida.

2.12: Conservation Area or Conservation Easement Area(s). The areas of the property intended for conservation easement areas are indicated generally on "Exhibit A". However, the terms Conservation Area or Conservation Easement Area(s) shall mean and refer to all property designated on the final recorded plats for each phase

(the recorded Plats) as conservation area or conservation easement areas. The Declarant reserves the right to add lands to the Conservation Easement Area.

2.13 : Declaration. The easements, covenants, conditions, restrictions, and all other terms set forth in this document as it may be amended from time to time, together with any Supplemental Declaration(s) or amendments thereto, which may be recorded amongst the Public Records.

2.14: Declarant. Rolling Meadow Ranch, Inc., a Florida corporation, its successors or assigns.

2.15: District. This term shall mean the St. Johns River Water Management District, its successors or assigns.

2.16: General Plan of Development. Declarant is the owner of the Total lands and presently plans to develop all or a portion of same as a planned community known as Rolling Meadow Lakes. That portion of the Plat of Rolling Meadow Lakes initially dedicated to the Association or submitted to this Declaration is described in Exhibit "B" attached hereto. Declarant has reserved the right to modify its plan of development of Rolling Meadow Lakes and to add to or withdraw land from rolling Meadow Lakes. Therefore, the number of Units within Rolling Meadow Lakes may change. Declarant's general plan of development further contemplates that such Units shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Rolling Meadow Lakes.

2.17: Homeowners Documents. Homeowners Documents are comprised of this Declaration, the Articles, the By-Laws of the Association, the Rules and Regulations of the Association, the typical form of Special Warranty Deed, the form of Contract for Purchase and Sale, the Property Plan or Site Plan for Rolling meadow Lakes, the Escrow Agreement, and all of the instruments and amendments to same executed in connection with the General Plan of Development.

2.18. Lot. Any parcel of land located within the General Plan of Development which is intended for use as a site for a Unit, and any portion of the Total Lands that is declared to be a Lot by a Supplemental Declaration, but does not include a Lot that has been withdrawn from the provisions of this Declaration by a Supplemental Declaration. Upon completion of construction of a Unit on a Lot, such Lot and the improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Homeowners Documents..

2.19. Member(s). Shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

2.20. Municipality. Shall mean and refer to the City of Palm Bay, Florida.

2.21. Occupant. The occupant of a Unit who shall be the owner, the lessee, or their respective guest(s).

2.22. Owner. Shall mean and refer to one (1) or more Persons (defined below) who hold the record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

2.23. Person. A natural person, a corporation, a partnership, a trustee, a partnership, a trustee, or other legal entity.

2.24. Plat. Shall mean and refer to all plats recorded in the public records of the County in which Declarant dedicates all or any portion of the Total Lands.

2.25. Roads. Any street or thoroughfare which is constructed by the Declarant within the Common Areas, and which is dedicated to the Municipality or the Association, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, alley or similar designation.

2.26. Rules and Regulations. The rules, regulations, and policies which are attached hereto, made a part hereof, and marked Exhibit "D", and as may be adopted by the Board from time to time by resolution or motion carried.

2.27. Rolling Meadow Lakes Homeowners Association, Inc. Shall mean that certain entity created to maintain, manage, and control Rolling Meadow Lakes. It shall be referred to as the "Association", but it may also be referred to as the "Homeowners Association" or "HOA".

2.28. Rolling Meadow Lakes. This term shall mean that planned unit development approved by the City of Palm Bay located in Brevard County, Florida.

2.29. Single Family. One person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal foster care, guardianship, or adoption; or not more than two persons living together who may or may not be interrelated.

2.30. Subsequent Amendment. An amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration or changes any terms of this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligation on any land submitted by a Subsequent amendment to the provisions of this Declaration. Any such amendments shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Rolling Meadow Lakes" and each of which shall be properly adopted and recorded in the Public Records of Brevard County.

Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

2.31. Surface Water or Stormwater Management System. This term shall include drainage canals, lakes, drainage retention/detention ponds, road curbs, catch basins, easements, pipes, and other facilities to be installed or constructed by the Declarant as depicted on the Plat, all of which comprise a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

2.32. Total Lands. Shall mean the real property which is legally described in Exhibit "A" hereto, which may ultimately be subjected to the covenants, conditions and restrictions contained in this Declaration. Declarant reserves the right to add to or withdraw from the provisions hereof such other property owned by Declarant as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

2.33. Transfer Date. The date that the Declarant relinquishes the right to appoint all of the Directors to the Board, and conveys legal title to the Common Area to the Association. The transfer date shall occur no later than 90 days after the Declarant has conveyed to Members all of the Lots or Units contemplated by the General Plan of Development, or after the Declarant elects to relinquish its control of the Association, whichever shall first occur.

2.34. Uncommitted Lands. Shall mean all portions of the Total lands which have nto yet been added by Declarant to the Committed Lands by this Declaration or Supplemental Declaration or a subsequent amendment to this Declaration.

2.34. Unit. This term shall mean a residential dwelling unit constructed or to be constructed within Rolling Meadow Lakes, which is designed and intended for use and occupancy as a single-family residence. The term Unit shall include the Lot. A Unit may also be referred to as a "Townhouse Unit" or a "Single Family Home".

ARTICLE III
Property Subject to this Declaration

3.1. Use of Property. Every Owner's use of the Total Lands shall be in compliance with all laws, ordinances, regulations, and orders, including, without limitation, the Rolling Meadow Lakes Homeowners Association Declaration of Covenants, Conditions and Restrictions when applicable.

3.2. Initial Property. The property which is subject to the easements, covenants, conditions, and restrictions imposed by this Declaration is described in Exhibit B ("Committed Lands").

3.3 Additional Property. The Declarant may subject additional property to this Declaration, including without limitation, residential property, Common Areas, Roads, and properties of all types, including undeveloped lands and platted subdivisions, and lots by recording in the public records of the County a Subsequent Amendment to this Declaration setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property. The Declarant shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, of governmental authorities), or any mortgagee of any Unit. Any property submitted to this Declaration by Subsequent Amendment, shall be included in the term "Committed Lands". Likewise, the Declarant reserves the right to withdraw any portion of the Total Lands from the restrictions, covenants, and conditions of this Declaration, including, without limitation, any residential property, Roads, Common Areas or other areas that may have been submitted initially by this Declaration or by a Subsequent Amendment, and the Declarant shall not be required to obtain the joinder or consent of the Association, any Unit Owner, any other Person (except for the approval, if required, by governmental authorities), or any mortgagee of any Unit. The Declarant shall have such rights until the Transfer Date. The Declarant's right to withdraw any portion of the Total Lands shall not be applicable to any portion of the Total Lands that has been conveyed to an Owner.

3.4. Phasing. If sales response warrants the development, it is the intention of the Declarant to develop the Units in phases. Declarant reserves the right to modify the architectural appearance, dimensions, and site plan for Rolling Meadow Lakes. Declarant's right to modify the architectural appearance, dimensions, and site plan shall not require the consent of any other person or entity, except for approval, if required, by governmental authorities.

3.5. General Plan of Development. Declarant is the owner of the Total Lands and presently plans to develop all or a portion of same as a planned community known as Rolling Meadow Lakes. The property declared hereunder (the "Committed Lands") is described in Exhibit "B" attached hereto. Declarant has reserved the right to modify its plan of development of Rolling Meadow Lakes and to add to or withdraw land from Rolling Meadow Lakes, and, therefore, the number of Units within Rolling Meadow Lakes may change. Declarant's general plan of development of Rolling Meadow Lakes further contemplates that such Units shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Rolling Meadow Lakes.

Declarant may unilaterally subject any portion of the Total Lands submitted to this Declaration initially or by subsequent amendment to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners, and obligating such Owners to pay the costs incurred by the Association through Assessments. Such additional covenants and easements shall be set forth in a Subsequent Amendment filed concurrent with, as a part of, or after the annexation of additional portions of the Total Lands.

Declarant reserves the right to amend this Declaration so long as it has a right to annex additional portions of the Total Lands pursuant to this Article, without prior notice and without the prior consent of any Person, for the purpose of removing such property then owned by Declarant, its affiliates, or the Association from the coverage of this Declaration to the extent originally included in error or as a result of any changes in Declarant's plans for the Total Lands, provided such withdrawal is not contrary to the overall, uniform scheme of development of Rolling Meadow Lakes.

Declarant reserves the right as to the Total Lands to (i) commence construction and development of the

Total Lands if and when Declarant desires; (ii) develop the Total Lands upon such timetable as Declarant, in its sole discretion, chooses; (iii) modify the plan of development of the Total Lands in such manner as it chooses; and (iv) add additional property to the Total Lands.

3.6. **Surface Water or Stormwater Management System.** Declarant has caused or will cause to be constructed within the Total Lands a Surface Water or Stormwater Management System. These structures are part of the overall plan for Rolling Meadow Lakes. Declarant may create conservation easements encumbering all or part of the Association Property, and/or portions of the Lots conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. The Association and Declarant shall have unobstructed ingress to and egress from all retention/detention ponds and lakes as well as all conservation easements at all reasonable times to maintain said ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Rolling Meadow Lakes stormwater Management System without the express prior written consent of Declarant and the Association. Further, where an Owner's Lot is contiguous to any of the stormwater management structures of Rolling Meadow Lakes, such Owner shall keep his or her Lot so that the utilization of such Owner's Lot will not adversely affect the stormwater management structures and so as to be aesthetically compatible with such stormwater management structures.

The Association shall maintain, as part of the Association Property, stormwater management system structures for Rolling Meadow Lakes and shall comply with conditions of the permit from the District, Department of Environmental Protection, and U.S. Army Corps of Engineers for the Surface water or Stormwater Management System or other environmentally significant Association Property, including, without limitation, perpetual maintenance of all signage required by the permit. All such areas shall be defined, identified, and described as such on all Plates of Rolling Meadow Lakes , or may be granted be separate easements recorded in the public records of the County. No Owner shall (i) undertake or perform any activity in preserved wetlands, uplaud buffers to wetlands, archeological sites, and wetland conservation areas, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the surface water management system approved by the applicable permitting agencies. The Association shall, when requested by Declarant, accept transfer of St. John's Water Management district ("SJWMD") permits applicable to Rolling Meadow Lakes. The conditions of SJWMD permits include monitoring and record keeping schedules and maintenance. The Association shall be responsible for the maintenance, operation and repair of the surface water and stormwater management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management system shall be as permitted or, if modified, as approved by SJWMD.

Within any wet detention pond (as such ponds are designated by SJWMD), no Owner shall remove any native vegetation (including cattails) that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Inquiries regarding this Article should be addressed to SJWMD.

Water quality data for the water discharged from Rolling Meadow Lakes or into the surface waters of the state shall be submitted to SJWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water discharged, including total volume

discharged during the days of sampling and total monthly discharge from Rolling Meadow Lakes or into surface waters of the state.

ARTICLE IV
Property Rights

4.1. Use of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her Single Family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

A. Maintenance. The right of the Association to maintain the Common Area.

B. Right to Borrow Money. The right of the Association to borrow money for the purpose of improving the Common Area and, in connection therewith, to mortgage the Common Area.

C. Protect. The right of the Association to take such steps as are reasonable necessary to protect the Common Area against foreclosure or an imminent danger.

D. Suspension of Rights.

i. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner.

ii. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of this Declaration, any of the rules and regulations promulgated by the Association, or any of the traffic regulations of the Association.

E. Rules and Regulations. Rules and regulations governing the use and enjoyment of the Common Area, as promulgated by the Association.

F. Traffic Regulations. Traffic regulations governing the use and enjoyment of the Roads shall be as promulgated by the Municipality or the Association.

G. Plat Restrictions. Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

H. Dedications. The right of the Association to dedicate or transfer all, or any part , of the Common Area to any governmental or quasi-governmental agency, authority, utility, water management or improvement district.

I. Declaration. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

J. Utility Easements. The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Area, and (where appropriate) the Lots for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone

cables, security wires and street lights. Easements for such utility services are reserved by Declarant for all buildings and improvements which have been or may be constructed on the Property and Declarant may grant specific easements to utility companies and others as reasonably necessary.

K. Cable Television and Wireless Communication.

L. Emergency Access. In case of any emergency originating in, or threatening the Total Lands or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by the Association, or the management agent under a management agreement, shall have the right to enter the Property or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

M. Bicycle Path.

ARTICLE V
Subdivision Assessments

5.1. General Purpose. The Association is organized for the purpose of providing common services to Owners, owning and maintaining the Common Area, which shall include all private roadways, the Surface Water or Storm Water Management System, entrance way, signage and lighting situate on Common Area and providing for enforcement of the Covenants and otherwise engaging in activities which provide for the mutual benefit of the Owners and for all other activities reasonably related thereto.

All Owners are members of the Association. Provisions relating to the Association are contained in the Articles of Incorporation and By-Laws of the Association. The Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Association or as deemed necessary by Declarant prior to turnover.

In order to pay for these services, the Association will charge Assessments against the Lots/Units and their Owners. Each Owner is personally obligated for Assessments which came due during the time such Owner owned the Lot/Unit, provided however, that the Declarant shall not be responsible for any assessments on Lots/Units owned by the Declarant.

5.2. Creation of Lien for Assessments. All Lots/Units owned by Owners other than Declarant are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these Covenants. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Association shall have the right to a lien on each Lot/Unit for unpaid Assessments commencing upon the initial conveyance of the Lot/Unit to an Owner other than the Declarant. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot/Unit description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid. All Lots/Units shall be sold subject to the terms and provisions of the continuing lien described in this paragraph.

5.3. Assessments. The Association shall fix the amount of the Assessment against each Lot/Unit which shall be payable on the first day of each calendar quarter. All Assessments shall be uniform in amount to each Lot/Unit unless otherwise determined by the Board. The Association shall notify the Owner of each Lot/Unit of the amount and the place of payment of such Assessment. From and after January 1st of the year immediately following the conveyance of the first Lot/Unit to an Owner and for each year thereafter, the maximum Assessment may be increased each year over the prior year by not more than ten percent (10%) over the maximum Assessment for the previous year. In the event the Board of Directors shall desire to increase the amount of the Assessment over the maximum amount herein set forth, then and in such event, such action shall require the vote of two-thirds (2/3) of the Owners at a meeting duly called for such a purpose.

All Lots/Units owned by the Declarant shall be exempt from Assessments during such time as the Declarant is in control of the Association, however, the Declarant shall and does hereby agree to pay, pursuant to Section 720.308, Florida Statutes, all operating expenses incurred by the Association to the extent such expenses exceed the Assessments receivable from Owners and other income of the Association, while the Declarant is in control.

5.4. Date of Commencement Assessments. The Assessment for each Lot shall begin upon conveyance of the Lot/Unit to a Member other than the Declarant. The first Assessment for each Lot shall include a capital contribution in an amount equal to _____ Dollars ($.00) in addition to the Assessment determined under Section 5.3 of these Covenants. The first Assessment shall be in the amount and shall be payable in advance at the place established by the Association and at the time of the conveyance of a Lot/Unit to a purchaser.

5.5. Special Assessments. The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement, the cost of which exceeds seventy-five percent (75%) of the reserve fund that may be established as a part of the annual assessment. Replacement of a capital improvement means any replacement of an existing capital improvement. The Association may levy or collect a special assessment to acquire a new capital improvement if the special assessment is approved by a vote of sixty percent (60%) of the Owners.

5.6, Effect of Non-Payment of Assessments: Remedies of the Association: Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars ($25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments by non-use of Common Area or by abandonment of the Lot owned by such Owner. The Association shall be entitled to reasonable attorney's fees and costs for the enforcement of the rights herein.

5.7. Subordination of Lien to Mortgages: The lien of any assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure but not for assessments which fall due after such date. The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America.

5.8. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Area which is necessary by reason of carelessness, neglect or willful action or by that of the Owner's family, guests, agents, or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as other Assessments provided for in these Covenants.

5.9. Violation of Covenants. Any amounts owed by any Owner to the Association as the result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or residences shall be due and payable within fifteen (15) days from the date of receipt by the Owner of a statement for such amounts from the Association. If any said sums are not paid when due, the Association may enforce collection as herein provided.

ARTICLE VI
Rights and Duties of Association.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Declarant or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies

provided at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

6.1. Common Area Rights. The Association shall have the right:

(a) to adopt reasonable rules and regulations pertaining to the use of the Common Area, the preservation of such property, and the safety and convenience of the other users of the Common Area;

(b) to convey or encumber any Common Area if authorized by two-thirds (2/3) of the Members.

(c) to assess fines for violation of these Covenants, which amounts shall be added to the next installment of the annual Assessment to which the Unit/Lot is subject.

6.2. Duty to Maintain Common Area. The Association shall have the duty to maintain all Common Area. The duty to maintain shall include the maintenance of all private roadways depicted on the Plat and appurtenant sidewalks; maintenance of the entryway, lighting, painted surfaces and all vegetation and supplemental plantings located upon the Common Area. The Association is fully authorized to otherwise keep the Common Area in a safe and attractive condition and to maintain reasonable standards of safety and appearance through the subdivision.

6.3. Duty to Maintain Surface Water or Stormwater Management System. For the Committed Lands subject to this Declaration, the Association shall have the duty to maintain, operate and repair the Surface Water or Stormwater Management System. Assessments imposed by the Association shall be used, inter alia, for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other stormwater capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Association Assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

For any portion of the Total Lands that are not Committed Lands, each property owner shall be responsible for his prorata share of the maintenance, operation and repair of the surface water or stormwater management system. "Suface Water or Stormwater Management System" means a system which is designed and constructed or implementsed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Each property owner shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the District.

Any amendment to the Deed Restriction which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the District.

6.4. Duty to Maintain Swales. The Declarant may construct a Drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage

Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

6.5. **Attorneys Fees.** The Association shall be entitled to recover reasonable attorneys' fees and costs for the enforcement of any of its rights herein.

ARTICLE VII
Rights Reserved by Declarant

7.1. **Eminent Domain.** If all or part of any easement granted by Declarant over property of the Declarant is taken for eminent domain, no claim shall be made by the Association or any Owner other than Declarant for any portion of any award, provided Declarant shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

7.2. **Easements for Utilities.** The Declarant reserves a perpetual easement on, over and under the easements and Common Area shown on the Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Declarant may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the subdivision which are subject to said easements. All easements reserved by Declarant are and shall remain private easements and the sole and exclusive property of the Declarant.

7.3. **Maintenance Easement.** The Declarant reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Area

7.4. **Declarant Rights Regarding Temporary Structures, Etc.** Declarant reserves the right to authorize and approve the construction and maintenance of temporary dwellings, model houses, and/or other structures upon Lots as approved by the Declarant and to erect and maintain or to permit commercial and display signs as Declarant, in its sole discretion, deems advisable. Declarant reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of the Declarant. Nothing in this paragraph allows any use or structure not in conformance with the City of Palm Bay Code.

7.5. **Further Restrictions.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-ways on any Lot in the subdivision owned by Declarant and on the Common Area. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with use of the subdivision Common Area.

7.6. **Release of Restrictions, Easements.** If a residence is erected, or the construction of the residence is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Area, or easement area, Declarant shall have the right to release the Lot from the restriction it violated. Declarant shall also have the right to grant an easement to permit encroachment by the Residence over the Lot line, or on the Common Area, or the easement area, so long as Declarant, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the subdivision except that Declarant shall not release any Lot from any restriction related to the stormwater management system or conservation easement or permit encroachment into any drainage easement or conservation easement. This subpart does not effect any right, claim, restriction, ordinance, law or regulation imposed by any United States or State of Florida governmental body or any of their subdivisions.

7.7. **Amendment of Declaration.** The Declarant reserves the right to amend this Declaration unilaterally prior to the Transfer Date, without prior notice and without the consent of any Person, provided such amendment is not unequivocally contrary to the General Plan of Development, and further provided Declarant obtains the prior written consent to such amendment, if any, required from any governmental agencies.

ARTICLE VIII
Use Restrictions and Architectural Control

8.1. Single Family Residence. All Lots are residential parcels and shall be used exclusively for single family residential purposes. Detached storage buildings are not permitted. Nothing herein shall be deemed to prevent an owner from leasing a Unit to a Single Family, subject to the terms, conditions, and covenants contained in this Declaration. Nothing herein shall be deemed to prohibit an exterior dog house. No Lot may be subdivided.

8.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association.

8.3. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against owners, shall also apply to all occupants of any Lot. In order to enforce this provision, all Owners leasing or renting their Lots shall be required to incorporate the following provision in their lease or rental agreements (substantially in the following form):

"The Leased Premises are a part of a Subdivision. All persons occupying property in Rolling Meadow Lakes Subdivision are required to observe the Covenants and Restrictions of Rolling Meadow Lakes Homeowners Association, Inc. Copies of all Covenants and Restrictions are to be obtained from the Landlord."

In addition, all Owners leasing their Lots are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

8.4. Business Use.

i. The Units shall be used solely for Single Family purposes. However, nothing herein shall be deemed to prevent an Owner from using a Unit for "limited home business uses. The term, limited home business uses, are such uses as are not apparent or detectable by sight, sound, or smell from outside the Unit; the uses do not involve regular visits of customers or clients to the Unit or door-to-door solicitation of residents of the Properties; and the business activity is consistent with the residential character of the Properties and does not violate these Use Restrictions. Examples of "limited home business uses" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business uses that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion. With the exception of limited home business uses, the Units shall not be used in any trade, business, professional or commercial capacity.

ii. Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of prohibited business uses, so long as the Owner or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any twelve (12) month period.

iii. Nothing contained herein shall prohibit the Declarant from carrying on any and all types of construction activity necessary to accomplish the general plan of development, including the construction and operation of a sales model and office by the Declarant until all of the units have been sold.

8.5. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No illegal, noxious, or offensive activity shall be carried on in any Unit, which would tend to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

8.6. Maintenance of Units. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. In the event an owner fails to maintain his Unit as required, for a period of at least fifteen (15) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Rolling Meadow Lakes; provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, may be charged to the Owner and, as charged, shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

8.7. Easements. Except as constructed by the Declarant or substantially similar replacements thereof, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

8.8. Laundry. No portion of the Lot shall be used for the drying or hanging of laundry, unless such laundry is screened from public view, so that the laundry is not visible from any Road, or from adjoining Lots. This provision is not intended to prohibit the drying or hanging of laundry on a Lot.

8.9. Vehicles. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Properties, any driveway, or designated parking space within the Properties except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Properties as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

8.10. Parking and Garages. Except as above noted, vehicles shall be parked only in the garages or in the driveways serving the Units, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, trucks and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be uses as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

8.11. Animals and Pets. No animals shall be raised, bred or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and hold them harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

8.12. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Declarant, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

8.13. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or

transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, unless installed by the Declarant, without the prior written approval of the ACC (hereinafter defined),

8.14. **Energy Conservation Equipment.** All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property standards Supplement. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

8.15. **Windows and Front Porches.** All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC. Front porches are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a front porch are outdoor furniture, overhead fans, and potted plants. No front porch shall be enclosed in any manner, including, without limitation, with screening, windows, or walls.

8.16. **Signs.** No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Declarant shall have the right to erect signs as they, in their sole discretion, deem appropriate, subject to approval by the ACC, which shall not be unreasonably withheld.

8.17. **Hurricane Season.** Each Unit Owner who intends to be absent from his Unit during the hurricane season (May 1 – November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

i. Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and
ii. Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. St no time shall hurricane shutters, other than shutters installed by the Declarant, be permanently installed, without the consent of the ACC.
iii. If approved by the ACC, temporary or permanent exterior shutters may only be closed during a storm event or when a storm event is imminent. A "storm event" is defined as a meteorological event in which winds in excess of 40 mph or rainfall has occurred, or is expected to occur on the Properties, within 6 hours.

8.18. **Lighting.** Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.

8.19. **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, and similar items must be approved by the ACC.

8.20. **Irrigation.**. The Declarant shall install a sprinkler system on each Lot. Except for sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval from the ACC has been obtained.

8.21. **Drainage and Septic Systems.** Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Declarant or St. John's Water Management District may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewer, or storm drains. Declarant, hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Property.

8.22. **Tree Removal.** No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

8.23. **Sight Distance.** All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

8.24. Lakes and Water Bodies. Boating on the navigable waterways shall be limited to watercraft, boats or vessels of no more than 15' in total length which shall be powered by paddles, wind, or electric motors only. Diesel or fossil fuel powered engines or motors are expressly prohibited (including, but not limited to waverunners, jetski's, gas powered boats). Swimming is not advised and is done at the person's own risk. The Association and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties, if any.

8.25. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association, if any, or erected with the Properties, if any, shall be used at the risk of the user, and neither the Association nor the Declarant shall be held liable to any Person or any claim, damage, or injury occurring thereon or related to use thereof.

8.26. Rules and Regulations. The Unit Owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The board of the Association shall give an owner in violation of the rules and regulations of the Rolling Meadow Lakes Homeowners Association, written notice of the violation by U.S. "Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and regulations and prevail in such action, then the offending Unit Owner (for himself or his Single Family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

ARTICLE IX
Construction Restrictions

Construction Restrictions. Construction restrictions for Rolling Meadow Lakes Subdivision Lots are imposed as follows:

(a) A minimum _____ ( ) foot set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum five (5.0) foot set back shall be maintained between the side walls of all structures and the side Lot line. A minimum of _____ ( ) feet shall be maintained on all corner Lots between the side walls of all structures and the side Lot line. A minimum _____ ( ) foot set back shall be maintained between the rear wall of all living structures and the rear Lot line. Patio structures may encroach into the rear yard setback as allowed by the City of Palm Bay.

(b) The minimum floor area for a dwelling shall be fourteen hundred (1,400) square feet.

"Floor area" shall be those areas serviced by air conditioning and shall generally not include garages, patios, porches, etc.

(c) All utilities whatsoever shall be installed underground.

(d) All roofs shall have a pitch at a minimum of 5/12.

(e) Roof shingles shall be fiberglass 25 year dimensional shingles. However, a barrel tile roof may be constructed when approved by the ACC.

(f) Exterior materials of any Lot such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the ACC Committee.

(g) All landscaping on the Common Area shall meet minimum City of Palm Bay standards and requirements. All vegetation on the Common Area must be fully irrigated and sodded with floratam or Zoysia.

(h) All Lots must be fully irrigated and sodded with floratum or Zoysia grass. The sod on lake front Lots shall extend to the edge of the lake water.

(h) Materials of any Lot such as roofing, stucco, siding, brick, etc. as well as exterior color schemes shall be submitted for approval to the ACC Committee.

(i) Any and all docks must be built in accordance with the specifications of the ACC and with the materials specified by the Declarant and/or the ACC. All construction of docks must be approved by the Declarant or the ACC.

ARTICLE X
Common Areas

10.1. Title to Common Area. The Declarant shall not be required to convey title to the Common Area or any portion thereof to the Association until the Transfer Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, (excepting only such portions of the Common Areas which may be subject to express easements which may provide for the maintenance of 49% of such portions of the Common Areas to be provided by the easement grantee), and for the payment of all real estate taxes and other assessments which are liens against the Common Area, from and after the recording of this Declaration. On or before the Transfer Date, the Declarant shall convey the Common Area to the Association by quitclaim deed. The Declarant shall not be required to provide any title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.

10.2. Rules and Regulations Governing Use of Common Areas. The Board shall promulgate rules and regulations governing the use of the Common Areas. Such rules and regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration may be enforced by legal or equitable action as provided herein or therein.

10.3. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of a Subsequent Amendment recorded in the public records of the County.

10.4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate other traffic regulations. The board may also promulgate rules and procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against owners who violate the traffic regulations and against Owners whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines shall be collected in the same manner as an individual assessment in accordance with the Declaration from the Owner who violates the traffic regulations, or from the Owner whose Single Family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Board.

10.5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XI
Easements

11.1. Easements for all Owners. The Declarant hereby grants a perpetual no-exclusive easement to the Association and to the Unit Owners, their families, guests, invitees, licensees and lessees upon, over, and across the sidewalks, walkways, rights-of-way and other Common Areas. The Declarant hereby grants an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the general plan of development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

11.2. Easements for Townhouse Unit Owners. The Declarant hereby grants a perpetual easement to all Townhouse unit Owners for driveway and vehicular access across driveways located on the Common Areas where such

Townhouse Units are accessed from an alley. The Declarant also grants a perpetual easement over the Common Area to all Townhouse Unit Owners for any air conditioning pads and air conditioning equipment located thereon located adjacent to the end Units of any Townhouse Unit building. Any utility or service provider requiring access to such air conditioning pads or equipment shall likewise have the right of ingress and egress over such portions of the Common Area as may be needed to service, repair, or replace such air conditioning equipment.

11.3. Easements for Utilities.

A. Common Areas. The Declarant hereby also grants a perpetual nonexclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Common Areas, provided, however, that any such installation or maintenance shall not diminish any pre-existing uses, and further providing such company restores any disturbed area substantially to the condition existing prior to their activity. No utility service line or system may be installed or relocated within the Common Areas without the consent of the Association.

B. Townhouse Units. The Declarant hereby also grants a perpetual utility easement on the exterior walls of end Units of Townhouse Unit buildings, and under the garages of all of the Townhouse units for the use and benefit of the Townhouse Unit Owners owning Units within such Townhouse Unit building. It is expressly understood that the construction of Townhouse Units shall occur over the underground easements. These easements are for ingress, egress, installation, replacement, repair and maintenance of utility meters and lines for electricity, air conditioning refrigerant, telephone, cable TV and other telecommunication services. It shall be expressly permissible for the Declarant or the providing utility or service company to inspect, monitor, read meters, and install and maintain facilities and equipment on the end Units of Townhouse Unit buildings and under Townhouse Unit garages, and to insert and maintain wires and lines within conduits under such garages, providing such utility company restores any disturbed area substantially to the condition existing prior to their activity. Unless maintenance, repairs, or replacement of underground utility lines are required, and such service cannot be accomplished from the exterior of the Townhouse Unit building by removing such lines from their respective conduits, then it shall be permissible for such utility or service provider to excavate such lines and to perform any necessary maintenance, repairs or replacements, providing thereafter, such company restores any disturbed area substantially to the condition existing prior to its activity. The Owner of the garage floor surface shall have complete surface rights unless such maintenance repairs or replacements from the surface of the garage floor are necessary.

11.4. Easements for Access and Drainage Facilities. Easements for the installation and maintenance of drainage facilities are granted to the Association, and the Declarant as shown on the Plat of Rolling Meadow Lakes. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Declarant.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is apart of the surface water or stormwater management system, at a reasonable time an in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the District.

11.5. Easements for Encroachments. The Declarant hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon a Unit or in the event that any Unit now or hereafter encroaches upon the Common Area or any other Lot, as result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System (Primary), without the written consent of the St. John's Water Management District.

11.6. Easements to the Association. The officers, agents, employees, and independent contractors of the Association shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Association, as set forth in the Declaration, the Articles and By-Laws of the Rolling Meadow Lakes Homeowner's Association.

11.7. Easements to Institutional Mortgagees. Easements are hereby granted to all Institutional Mortgagees holding mortgages upon any portion of the Property for the purpose of access to the property subject to its mortgage.

11.8. Easements to the Declarant. Easements are hereby reserved throughout the Common Areas, including without limitation, the Roads located on the Common Area and the easements shown on the Plat of Rolling Meadow Lakes, by Declarant, for the reasonable use of the Declarant, and the reasonable use of its agents, employees, licensees and invitees, for all purposes.

11.9. Conservation Easement Areas. Pursuant to the provisions of Section 704.0;6, Florida Statutes, the Declarant hereby voluntarily grants and conveys to the St. Johns river Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the "Conservation Easement"). Declarant fully warrants title to said Conservation easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. The Declarant grants this Conservation Easement as a condition of permit number 4-009-15821-7 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

11.9.1 Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

11.9.2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying or trimming trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

11.9.3. Responsibilities. The Declarant or its successors and assigns, are responsible for the maintenance of the Conservation Easement Areas. In addition, the Declarant or its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation easement Areas.

11.9.4. Reserved Rights. Declarant reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

11.9.5. Rights of District. To accomplish the purposes stated herein, the Declarant conveys the following rights to the District:

(a) To enter upon and inspect this Conservation Easement Areas in a reasonable manner and at reasonable times to determine if the Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

11.9.6. District's Discretion. District may enforce the terms of this Conservation easement at its discretion, but if Declarant breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or any of the District's rights under this Conservation Easement.. No delay or omission by the District in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of this Conservation Easement.

11.9.7. District's Liability. Declarant will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Declarant's ownership of the Conservation Easement Areas. Neither Declarant, nor any person or entity claiming by or through Declarant, shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation easement Areas.

11.9.8. Acts Beyond Declarant's Control. Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Declarant for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Declarant's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency conditions to prevent, abate or mitigate significant injury to the Conservation easement Areas or to persons resulting from such causes.

11.9.9. Amendment. The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

11.9.10. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

ARTICLE XII
Maintenance

12.1. Association's Responsibility.

A. Common Areas. The Association shall maintain and keep in good repair the Common Areas as described in this Declaration. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; all roads and alleys within the Common Areas, which are not publicly dedicated and maintained, all road and identification signage; drainage easements and other easements; drainage facilities and water control structures; sidewalks located within rights-of-ways; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. The cost to the Association of maintaining the Common Areas shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

B. Front Yard and Irrigation Maintenance, and Public Property. The Association may maintain property which it does not own, including, without limitation, the front yards (street side) of the Units, and property dedicated to the public. The front yard of a Unit shall include all portions of a Lot as it is originally landscaped by the Declarant, lying street side of an imaginary line created by the horizontal plane of the front door of the Unit in a closed position. The maintenance of the front yards of Units shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect (if appropriate), of all planting and sodding of front yards of the Units; all drainage facilities, pipes, lines and easements associated with the front yards of Units; and sidewalks located within Lots. The Association shall also maintain the irrigation system or facilities installed throughout each Lot. The cost to the Association of maintaining the front yards of the Units, the irrigation system installed throughout the Lots, and property dedicated to the public shall be assessed equally among the Unit Owners, as part of the Association Expenses pursuant to the provisions of this Declaration. The maintenance of property dedicated to the public shall only be undertaken in the event that the Board determines that such public property maintenance is necessary or desirable. This provision is not intended to make the Association the insurer of any Lot.

12.2. Owner's Responsibility. All maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall maintain his or her own Unit, and the structures, driveway, sidewalks, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard, and all applicable covenants. Where applicable, each Owner of a Unit adjacent to an alley shall maintain, repair and replace all landscape lying within the right of way of an adjacent alley between the Unit boundary and the paved portion of the alley in a manner consistent with the Community-Wide Standard.

A. Townhouse Unit Owner's Maintenance Responsibility.

i. Maintenance of the Exterior of the Townhouse Unit. Subject to the maintenance duties of the Association, each Townhouse Unit owner shall maintain his or her own Townhouse Unit, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Each Unit Owner shall maintain his own lawn and landscaping located in the rear yard of his Lot. The rear yard of a Lot includes all portions of the Lot which is not

the front yard (defined above). Notwithstanding the foregoing, the Association shall be responsible for normal and routine pressure cleaning and painting of the Shared Roofing (defined below), boundary walls and fences of a Unit. The Board shall determine the need for such cleaning and painting from time to time. All costs reasonably related to said cleaning and painting shall be borne by the Association as an Association Expense.

ii. Party Walls. The Units comprising each Townhouse Unit building are residential Townhouse Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Unit. The cost of maintaining each side of a party wall shall be borne by the Unit Owner using said side, except as otherwise provided herein. Each adjoining owner of a party wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said party wall.

iii. Party Fences. Those walls, structures, or fences, 'which may be constructed between two adjoining Townhouse Units and are to be shared by the Owners of said adjoining Townhouse Units are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Townhouse Units bordering the fences. Each Townhouse Unit Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Townhouse Unit or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Unit. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Townhouse Unit owners, the Owners of the adjacent Townhouse Units shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Townhouse Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Townhouse Unit Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Townhouse Unit Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhouse Unit Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

iv. Shared Roofing. The entire roof of the Townhouse Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the shared

roofing shall share the cost of reasonable repair and maintenance of such shared roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the shared roof roofing may restore it. If other owners also have use of the shared roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

v. Damage. If a Townhouse Unit is damaged solely by the negligent or willful misconduct of a Townhouse Unit Owner, any expense to repair or reconstruct the Unit shall be borne solely by such wrongdoer. If a Townhouse Unit is damaged through an act of God or suffers some other casualty loss, the affected Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhouse Unit building, subject to the procedures of the ACC set forth herein. If the Unit Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Unit(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repairs or reconstructed Townhouse Unit for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the capital contribution funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Default Assessments.

vi. Modifications. No Townhouse Unit Owner shall paint, refurbish or modify the exterior surfaces of his Unit without the prior written consent of the ACC. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Units by the Association and as an Association Expense, a Townhouse Unit Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the ACC.

vii. Failure to Maintain. In the event a Unit Owner shall fail to maintain correct Lot drainage and to maintain the premises and the improvements thereon, as provided herein, the Association, after reasonable notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the Unit and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Special Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

B. Single Family Home Owner's Maintenance Responsibility.

i. Maintain in Good Condition. Each Home Owner shall maintain the exterior of his single family home, including the walls and fences, where applicable, in good condition and repair.

ii. Modifications. No single family home owner shall authorize the painting, refurbishing or

modification of the exterior surfaces of his Unit without the prior written consent of the ACC. A single family home Owner may perform such repainting or refinishing at his own expense with the prior written consent of the ACC.

iii. Failure to Maintain. In the event an Owner of any, single family home lot shall fail to maintain the premises and the improvements thereon, as provided herein and in accordance with the Community Wide Standard the Association, after notice to the Owner, shall have the right to enter upon any lot to correct drainage and to repair, maintain and restore the exterior of the single family home lot and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Default Assessment against such lot.

iv. Homeowner's Insurance. Each Owner of a single family home shall maintain physical damage insurance for his or her single family home in an amount equal to the replacement value of the home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Default Assessment against such Unit.

ARTICLE XIII
Assessments

13.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property hereby covenants and each Owner of a Lot by accepting a deed for the Lot is deemed to covenant to pay to the Association: (A) Assessments to fund Association Expenses for the benefit of all Members of the Association; (B) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (C) Default Assessments which may be assessed against a Lot pursuant hereto for the Owner's failure to perform an obligation under the Homeowner's Documents or because the Association has incurred an expense on behalf of the Owner under the Homeowners Documents.

All Assessments together with fines, interest, costs, attorneys' (and legal assistants') fees and other expenses will be a charge on the land and will be a continuing lien upon the Lot against which each such Assessment is made until paid.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' (and legal assistants') fees and other expenses, will also be the personal and individual obligation of the owner of such Lot as of the time the Assessment falls due, and two or more owners of a Lot will be jointly and severally liable for such obligations. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

13.2. Annual Assessments for Association Expenses.

A. Computation of Assessments. It shall be the duty of the Board at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

i.Maintenance, repair and replacement. All expenses necessary to meet the Association's responsibility to maintain the Units, lawns, landscaping and irrigation systems located in the front yards of each Unit, and to maintain the Common Areas in accordance with the requirements of this Declaration.

ii. Utility Charges. All charges levied for utility services to the Common Areas, whether supplied by a private or public firm including, without limitation, all charges, if any, for water, gas, electricity, telephone, irrigation quality water, sewer and any other type of utility or service charge.

iii.Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Unit Owners at any meeting thereof, shall determine to be in the best interest of the Association. Nothing contained herein is intended to require that the Association insure any Unit or Lot from any liability or casualty risk.

iv.Insurance Trustee. If required or appropriate, all expenses necessary to retain and continue to retain a lending institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

v. Taxes. All taxes levied or assessed upon the Common Areas, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

vi. Miscellaneous expenses. The costs of administration for the Association, including any secretaries, accounting service, bookkeepers, or employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit. Bulk rate charges for cable television may be assessed as Association Expenses, if the Association becomes a party to a single billing service for cable television services provided to all of the Owners. In a bulk rate agreement, the gross amount billed to the Association by the cable television provider will remain fixed for a period of time, and the sum assessed to an Owner may vary depending on the number of Owners agreeing to accept cable television services. If a Unit Owner opts not to receive cable television service, the cost of cable television service shall increase for the balance of the Owners accepting cable television service, in order that the gross amount billed to the Association is always paid. In addition, the Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

vii. Indemnification. The costs to the Association to indemnify and save harmless Declarant from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Declarant may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions, contained in this Declaration.

Included also is the cost to the Association to indemnify its Board, committee members, and officers for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association

Expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Declarant in accordance with such paragraph. Any such Association Expense shall be reallocated amongst the Unit Owners and not the Institutional Mortgagees.

viii. Reserve funds. The costs to establish a reserve fund for replacement and/or capital refurbishment of the Common Areas and Association Property (the "capital contributions") in the amounts, if any, determined proper and sufficient by the Board. Each Owner acknowledges and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of same. The Association shall be responsible for maintaining the capital contributions in a separate reserve account, and to use such funds only for capital costs and expenses as aforesaid. This provision may only be amended by the affirmative vote of a two-thirds majority of the Members.

B. Apportionment of Assessments for Association Expenses. Each owner will be responsible for owner's share of the Association Expenses, which will be divided equally among the Lots submitted to this Declaration from time to time. Accordingly, at any given time, an owner's share of Association Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots then platted and submitted to the Declaration. Notwithstanding the preceding sentence, and Association Expenses or portion thereof benefiting fewer than all of the Lots will be assessed exclusively against the Lots benefited.

C. Collection. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October. The omission or failure of the Association to fix the Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to make pro rata refunds of any Assessments for Association Expenses in excess of the actual expenses incurred in any fiscal year.

D. Date of Commencement of Assessments. The annual Assessments provided for herein shall commence as to each Unit at the time that the title to such Unit is transferred from the Declarant to a third party purchaser, who upon receipt of title becomes a Member of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.

E. Capitalization of the Association. Upon acquisition of record title to a Lot from the Declarant, or any seller after Declarant, each Owner will contribute to the capital of the Association an amount equal to one-sixth of the amount of the Annual Assessment determined by the Board of Directors for the Lot for the year in which the owner acquired title. The Association will maintain the working capital funds in segregated accounts to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Such payments to this fund will not be considered advance payments of Annual Assessments.

13.3. Special Assessments.

A. Determination by Board. The Board may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; the cost of replacing any landscaping materials severely damaged or destroyed by any casualty; or, after adopting an annual budget to make up any shortfall in the current year's budget. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B.Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments for Association Expenses.

C.Notice. Notice of the amount and due dates for such special Assessments must be sent to each Owner at least 30 days prior to the due date.

13.4. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Association Expense Assessments and Special Assessments) levied against an Owner pursuant to the Homeowners Documents, or any expense of the Association, which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Homeowners Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association as a result of the failure of an Owner to abide by the Homeowners Documents, or to remedy or abate any emergency, constitutes a Default Assessment, enforceable as provided in this Declaration.

13.5. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

13.6. No Waiver. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of common Areas or abandonment, of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under thief Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

13.7. Declarant Obligation. Until the Transfer Date, on all units on which Assessments have commenced, the Declarant shall be obligated for the difference between the amount of Assessments levied on such Units, and the amount of actual expenditures required to operate the Association. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

13.8. Subsidy Contracts. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Association Expenses.

13.9. Subordination of the Lien to Institutional Mortgagees. The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an institutional mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of an institutional mortgage or as a result of a deed in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for an Assessment thereafter becoming due. Where the Institutional Mortgagee holding a first mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the mortgage, its successors and assigns shall not be liable for the share of the Association Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of

Association Expenses or Assessments shall be deemed to be Association Expenses collectible from owners of all the Units, including such acquirer, its successors and assigns.

13.10. **Exempt Property.** Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments and Special Assessments:

A. All Common Areas; and

B. All property dedicated to and accepted by any governmental authority, or public utility.

ARTICLE XIV
Establishment and Enforcement of Liens

14.1. **Lien for Assessments.** All Assessments, together with interest (at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs), costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

14.2. **Effective Date of Lien.** Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any institutional mortgage. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

14.3. **Remedies.** In the event any Owner shall fail to pay his or her Assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. Late Charge. To impose a late charge not in excess of $25.00.

B. Acceleration of Assessments. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

C. Attorneys' Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys ! fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The

lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

B. Action at Law. To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

14.4. **Rights upon Foreclosure.** The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a)no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XV
Insurance

1. Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements, personal property and supplies, if any, from casualty losses, and shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

A. Casualty Insurance Exclusions. The coverages for casualty EXCLUDE the following:

i. Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

ii. Floor, wall, and ceiling coverings.

B. Casualty Insurance Inclusions. The coverage for casualty losses will INCLUDE, where applicable the following:

i. Loss or damage by fire or other hazard covered by a standard extended coverage endorsement;

ii. All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

iii Agreed Amount and Inflation Endorsement, when it can be obtained;

iv. Demolition Cost Endorsements, contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

v. A standard mortgagee clause.

i. Loss or damage by fire or

B. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

he Association and against the owners, individually and as a group;

i. Subrogation ii. The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

iii. Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

D. Other Provisions. In addition, the policy shall provide that:

i. Any Insurance Trust Agreement will be recognized;

ii. The policy shall be primary, even if an owner has other insurance that covers the same loss; and

iii. The named insured shall be the Association for the use and benefit of the Unit Owners. The "loss payable" clause should show said Association or the designated insurance trustee as true trustee for each Owner and each owner's mortgagee.

2. Unit Insurance. Each Unit Owner shall maintain a policy or policies to insure his or her Unit from all casualty losses.

3. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances, Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board of Directors, with approval of the oldest unsatisfied mortgagee having an effective lien thereon, shall make the determination to repair or reconstruct. The adjoining owner shall be bound by this determination. If a Unit is damaged by a casualty the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specification of the Unit. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment power and lien rights of the Association for Association Expenses.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the General Plan of Development is maintained by requiring damaged Units to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the ACC. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas, for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as an Association Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Unit shall be assessed to such Unit Owner.

4. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than $1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association (and the Declarant until the Transfer Date), as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

5. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds {or insurance} shall meet the following requirements.

A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Amount of Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association; and

C. Waivers. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression;

D. Notice of Cancellation. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.

6. Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any Common Area improvements or structures and other insurable common property, or the maximum coverage available for such improvements, structures, or property under the National Flood Insurance Program.

7. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

8. Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them, and shall include Institutional Mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

9. Premiums.
Premiums on policies purchased by the Association shall be paid as an Association Expense. However, if the amount of a premium is increased because a Unit or its appurtenances is misused or abandoned then the Owner of such Unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each mortgagee upon request.

10. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board. The Trustee shall hold the proceeds for the benefit of the Unit Owners and their mortgagees in the following shares:

A. Share of Proceeds. An undivided share for each Unit owner that share being the same as such Owner's undivided share in the Association Expenses.

B. Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and such Owner, as their interests may appear; however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be reconstructed or repaired, and unless provided by the terms of the mortgage, no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the mortgagee.

11. First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.

12. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least 10

days before it cancels or substantially changes the coverage.

13. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each mortgagee or other lienor of a unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XVI
Architectural Control

1. Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) or more persons appointed by the Board. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any property subject to this Declaration or subject to annexation to this Declaration.

2. Community-Wide Standard. The ACC shall regulate the external appearance, use, and maintenance of the General Plan of Development and or improvements thereon in such a manner as to comply with and meet the Community- Wide Standard, to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. As regards the Declarant, or any successor Declarant, nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of property to be developed or under development, or dwellings to be constructed, or under construction.

3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, the Board or the Declarant assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

4. Failure to Approve. In the event the ACC fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, if any, approval will be deemed granted.

5. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

6. Conditions.

A. Definitions. No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the approval of the ACC has been obtained.

B. Approval by ACC. No construction of improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

B. Additional Plantings. No additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved by the Association.

C. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

D. Antennae. No television or other outside antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific consent of the ACC.

F. Typical Completion Deadline. Unless specifically excepted by the ACC, all improvements for which an approval of the ACC is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements.

G. Debris Deposit. No construction shall be commenced unless. and until a returnable debris deposit of $500.00 has been posted by the Unit Owner with the Association. The debris deposit shall be used tO correct any damage to the common areas resulting from the construction activity. If no damage is done to the common areas by the construction activity, the debris deposit will be returned to the Unit Owner.

8. Variances. The ACC may authorize variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE XVII

1. Covenants Running With the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Declarant, the Association, and the Owners.

2. Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plat of the Property, which plat is recorded or to be recorded in the Public Records of the County.

ARTICLE XVIII

Declarant's Rights

1. Declarant's Transfer Right. Any or all of the special rights and obligations of the Declarant may be transferred or assigned to other Persons, provided that the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of the County. Nothing in this Declaration shall be construed to require Declarant or any successor or assign to develop any property other than the property described in Exhibit A.

2. Declarant's Sales Offices. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sales of Units by Declarant within any phase of Rolling Meadow Lakes shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any facility which may be owned by the Association, as models and sales offices, respectively.

3. Right of Approval. So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

4. Termination of Declarant's Rights. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the Transfer Date.

ARTICLE XIX

Mortgagee's Provisions

The following provisions are for the benefit of holders, insurers, or guarantors of institutional mortgages on Units in the Properties.

1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

   A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is an institutional mortgage held, insured, or guaranteed by such eligible holder;

   B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder, insurer, or guarantor of an institutional mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

   C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

   D. Actions Requiring Consent. Any proposed action which would require the consent of a specified percentage of eligible holders, insurer, or guarantors of institutional mortgages.

2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the Institutional Mortgages or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

   A. Common Areas. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this provision.)

   B. Assessments. Change the method of determining the obligations, assessments, or other charges which may be levied against a Unit.

   C. Architectural Regulations. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area within its jurisdiction or control. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)

   D. Insurance Lapse. Fail to maintain insurance, as required by this Declaration.

   E. Use of Insurance Proceeds. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the Institutional Mortgagees of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

6. Failure of Mortgagee to Respond. Any Institutional Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Mortgagee within thirty (30) days of the date of the Association's request.

7. Financial Statements. Any holder of an institutional mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XX
Enforcement of Declaration

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Unit Owner may, but shall not be required to, seek enforcement of the Declaration, including, without limitation, enforcement of any breach of, or failure to comply with, any governmental order, regulation, ordinance, permit condition, or other requirement. Any Unit Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party. In addition, the Association shall be entitled to recover its attorney's fees incurred against an owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an assessment and collectible in the same manner as an assessment. The failure or refusal of the Declarant, the Association, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE XXI

Amendments

1. Amendment Date. Until the closing of the first conveyance of a Unit by Declarant to an Owner, other than Declarant, (Amendment Date), any amendment may be made by Declarant with consent of any mortgagee who has advanced funds for construction or who is under contract to advance construction funds, if any.

2. Consent of Mortgagee. With the exception of Subsequent Amendments, which may be made at any time; after the Amendment Date, this Declaration may be amended only by consent of fifty-one percent (51%) of all Unit Owners together with the consent of the institutional mortgagee with the highest aggregate mortgage indebtedness on the Units. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.

3. Limitation on Amendments. No amendment to the Article entitled "Assessments" or the Article entitled "Enforcement and Establishment of Liens", and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any Owner, the Declarant, or any institutional mortgagee under this Declaration without the specific written approval of the Owner, the Declarant or institutional mortgagee affected thereby. In addition, any amendment which would affect the Water Management System must have the prior approval of the St. John's Water Management District.

4. Scrivener's Errors. Prior to the Transfer Date, the Declarant may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board; provided that such amendment is reasonable and does not adversely affect in a material manner an Owner's property rights. Such an amendment shall be signed by the Declarant alone and copy of the amendment shall be furnished to each Owner, the Association, and all institutional mortgagees as soon after recording thereof amongst the public records of the County, as is practicable.

5. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of the County.

ARTICLE XXII

Conveyances

In order to assure a community of congenial residents and thus protect the value of the Units in Rolling Meadow Lakes, the sale or lease of Units shall be subject to the following provisions, and shall also be subject to the procedures and provisions governing the sale, lease or other transfer of Units as set forth in the Declaration of Covenants and Restrictions:

1. Notice to Association The Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such

lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. Association Approval. upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Associations approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

4. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of land to void any lease at any time prior, to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

ARTICLE XXIII
Termination

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Unit Owners and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.

2. Termination Document. If this Declaration is terminated in accordance herewith, it is hereby declared by the Declarant, and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination document shall require:

A. Use of Units. That all Units shall continue to be used subject to the use restrictions set forth in Article III hereof.

B. Common Areas. All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common, and each Unit owner shall remain obligated to pay his prorata share of expenses to continually maintain the Common Areas.

3. Limitation on Termination. The Unit Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Declarant, the Association, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof is recorded amongst the Public records of the County, an instrument signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the units agreeing to terminate this Declaration, upon which event this

Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

ARTICLE XXIV

Miscellaneous

1. No Waiver. The failure of the Declarant, the Association, or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

6. Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a "first mortgage shall be entitled, upon written request after reasonable notice to a financial statement of the Association for the immediately preceding fiscal year.

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Rolling Meadow Lakes has been signed by the Declarant and the Association on the day and year first above set forth. The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

ROLLING MEADOW LAKES, INC.

(Corporate Seal)

By: _____
Andrew R. Machata, President

(Corporate Seal)

ROLLING MEADOW LAKES
HOMEOWNERS ASSOCIATION, INC.

By: _____
Andrew R. Machata, Director

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Andrew R. Machata, President of ROLLING MEADOW LAKES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

_____
Notary Public

Name: _____

My Commission #: _____

Expiration Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Andrew R. Machata, President of ROLLING MEADOW LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

_____
Notary Public

Name: _____

My Commission #: _____

Expiration Date: _____

EXHIBIT A

ROLLING MEADOW LAKES, P.U.D., according to the Plat thereof, recorded in Plat Book _____, Pages _____ Public Records of Brevard County, Florida.

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Address Change

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Owner Name
Property Address
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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000220	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address
1400 WILLOWBROOK ST PALM BAY

GEO Number
303706001

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 370600 1 1400 WILLOWBROOK ST PALM BAY ALL EX RD & DITCH R/WS

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	513,740	0	$513,740	$2,478.23
BREVARD LIBRARY DISTRICT	0.5896	513,740	0	$513,740	$302.90
BREVARD MOSQUITO CONTROL	0.2119	513,740	0	$513,740	$108.86
S BREVARD REC DIST 2001-2020	0.1304	513,740	0	$513,740	$66.99
SCHOOL - BY STATE LAW	5.3580	513,740	0	$513,740	$2,752.62
SCHOOL - BY LOCAL BOARD	0.7480	513,740	0	$513,740	$384.28
SCHOOL - CAPITAL OUTLAY	1.5000	513,740	0	$513,740	$770.61
CITY OF PALM BAY	8.6326	513,740	0	$513,740	$4,434.91
PALM BAY ROAD MAINTENANCE DIST	0.0000	513,740	0	$513,740	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	513,740	0	$513,740	$168.66
FLA INLAND NAVIGATION DIST	0.0345	513,740	0	$513,740	$17.72
SEBASTIAN INLET DISTRICT	0.1124	513,740	0	$513,740	$57.74
ENV END LD/WTR LTD 05-24	0.0566	513,740	0	$513,740	$29.08
ENV END LD/WTR LTD(DBTF) 05-24	0.1159	513,740	0	$513,740	$59.54
S BREVARD REC DIST (DBTF)01-20	0.4696	513,740	0	$513,740	$241.23

Total Millage	23.1117	Total Taxes	$11,873.39

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
Y15B	SOLID WASTE DISPOSAL	$458.98

Total Assessments	$458.98
Taxes & Assessments	$12,332.37

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0002	2013	$11,839.08

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Ad Valorem Taxes and Non-Ad Valorem Assessments

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Account Number	Tax Type	Tax Year
3000218	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303705HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 3705HF 250 SAN SEBASTIAN FARMS W 1/2 EX RD & DITCH R/WS

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	72,420	0	$72,420	$349.35
BREVARD LIBRARY DISTRICT	0.5896	72,420	0	$72,420	$42.70
BREVARD MOSQUITO CONTROL	0.2119	72,420	0	$72,420	$15.35
S BREVARD REC DIST 2001-2020	0.1304	72,420	0	$72,420	$9.44
SCHOOL - BY STATE LAW	5.3580	72,420	0	$72,420	$388.03
SCHOOL - BY LOCAL BOARD	0.7480	72,420	0	$72,420	$54.17
SCHOOL - CAPITAL OUTLAY	1.5000	72,420	0	$72,420	$108.63
CITY OF PALM BAY	8.6326	72,420	0	$72,420	$625.17
PALM BAY ROAD MAINTENANCE DIST	0.0000	72,420	0	$72,420	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	72,420	0	$72,420	$23.78
FLA INLAND NAVIGATION DIST	0.0345	72,420	0	$72,420	$2.50
SEBASTIAN INLET DISTRICT	0.1124	72,420	0	$72,420	$8.14
ENV END LD/WTR LTD 05-24	0.0566	72,420	0	$72,420	$4.10
ENV END LD/WTR LTD(DBTP) 05-24	0.1158	72,420	0	$72,420	$8.39
S BREVARD REC DIST (DBTP)01-20	0.4695	72,420	0	$72,420	$34.01
Total Millage	23.1117	Total Taxes			$1,673.76

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
	Total Assessments	$0.00
	Taxes & Assessments	$1,673.76

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0001	2013	$1,606.81

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Ad Valorem Taxes and Non-Ad Valorem Assessments

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Account Number	Tax Type	Tax Year
3000268	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address
1200 WILLOWBROOK ST PALM BAY

GEO Number
303707001

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 370700 1 1200 WILLOWBROOK ST PALM BAY N 1/2 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	72,220	0	$72,220	$348.38
BREVARD LIBRARY DISTRICT	0.5896	72,220	0	$72,220	$42.58
BREVARD MOSQUITO CONTROL	0.2119	72,220	0	$72,220	$15.30
S BREVARD REC DIST 2001-2020	0.1306	72,220	0	$72,220	$9.43
SCHOOL - BY STATE LAW	5.3580	72,220	0	$72,220	$386.95
SCHOOL - BY LOCAL BOARD	0.7480	72,220	0	$72,220	$54.02
SCHOOL - CAPITAL OUTLAY	1.5000	72,220	0	$72,220	$108.33
CITY OF PALM BAY	8.6328	72,220	0	$72,220	$623.45
PALM BAY ROAD MAINTENANCE DIST	0.0000	72,220	0	$72,220	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	72,220	0	$72,220	$23.71
FLA INLAND NAVIGATION DIST	0.0345	72,220	0	$72,220	$2.49
SEBASTIAN INLET DISTRICT	0.1124	72,220	0	$72,220	$8.12
ENV END LD/WTR LTD 05-24	0.0566	72,220	0	$72,220	$4.09
ENV END LD/WTR LTD(DBTP) 05-24	0.0159	72,220	0	$72,220	$1.37
S BREVARD REC DIST (DBTP)01-20	0.4696	72,220	0	$72,220	$33.91
Total Millage	23.1117	Total Taxes			$1,669.12

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
	Total Assessments	$0.00
	Taxes & Assessments	$1,669.12

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0003	2013	$1,602.36

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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Folio Number
Owner Name
Property Address
GEO Number

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Ad Valorem Taxes and Non-Ad Valorem Assessments

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Account Number	Tax Type	Tax Year
3000275	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303709HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 3709HF 250 SAN SEBASTIAN FARMS NW 1/4 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	33,040	0	$33,040	$159.38
BREVARD LIBRARY DISTRICT	0.5896	33,040	0	$33,040	$19.48
BREVARD MOSQUITO CONTROL	0.2119	33,040	0	$33,040	$7.00
S BREVARD REC DIST 2001-2020	0.1304	33,040	0	$33,040	$4.31
SCHOOL - BY STATE LAW	5.3580	33,040	0	$33,040	$177.03
SCHOOL - BY LOCAL BOARD	0.7480	33,040	0	$33,040	$24.71
SCHOOL - CAPITAL OUTLAY	1.5000	33,040	0	$33,040	$49.56
CITY OF PALM BAY	8.6326	33,040	0	$33,040	$285.22
PALM BAY ROAD MAINTENANCE DIST	0.0000	33,040	0	$33,040	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	33,040	0	$33,040	$10.85
FLA INLAND NAVIGATION DIST	0.0345	33,040	0	$33,040	$1.14
SEBASTIAN INLET DISTRICT	0.1124	33,040	0	$33,040	$3.71
ENV ENG LD/WTR LTD 05-24	0.0566	33,040	0	$33,040	$1.87
ENV ENG LD/WTR LTD(DEBT) 05-24	0.1159	33,040	0	$33,040	$3.83
S BREVARD REC DIST (DEBT)01-20	0.4696	33,040	0	$33,040	$15.52

Total Millage	23.1117	Total Taxes	$763.61

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$763.61

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0004	2013	$733.07

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

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300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Office File Number	Effective Date	Commitment Number
05-195 REV 9-23	August 7, 2008 at 11:00 pm	

1. Policy or Policies to be issued:

   OWNER'S POLICY (10-17-92) with Florida Modifications — To be determined
   Proposed Insured:

   To Be Determined

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple, and title thereto is at the effective date hereof vested in:

   Rolling Meadow Ranch, Inc.. a Florida corporation

3. The Land is described as follows:

   The West 1/2 of Section 5, all of Section 6, the North 1/2 of Section 7 and the Northwest 1/4 of Section 8, Township 30 South, Range 37 East, Brevard County, Florida.

   LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

   Commence at the West 1/4 corner of said Section 7 as the Point of Beginning of the parcel of land herein described and run N00 degrees 56'31"W along the West line of said Section 7, a distance of 348.00 feet to the North line of that certain parcel of land described in Official Records Book 2612, Page 1863, Public Records of Brevard County, Florida; thence S89 degrees 30'06"E, along said North line, a distance of 5272.16 feet to the East line of said Section 7 (said line also being the West line of said Section 8); thence S89 degrees 41'55"E a distance of 2649.59 feet to the North-South quarter section line of said Section 8; thence S00 degrees 54'17"W, along said North-South quarter section line, a distance of 247.00 feet to the Southeast corner of the Northwest 1/4 of said Section 8; thence S89 degrees 26'11"W a distance of 2649.61 feet to the West 1/4 corner of said Section 8 (said corner also begin the East 1/4 corner of said Section 7); thence N89 degrees 50'09"W a distance of 5273.88 feet to the Point of Beginning.

   TOGETHER WITH that certain easement for ingress and egress over the following described property located in Brevard County, Florida to wit:

   Parcel 1: The North 100 feet of the SE 1/4 of Section 8, Township 30 South, Range 37 East: and

   Parcel 2: The North 100 feet of the East 200 feet of the SW 1/4 of Section 8, Township 30 South, Range 37 East; and

   Parcel 3: A part of Section 9, Township 30 South, Range 37 East, Brevard County, Florida described as follows:

   Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Commence at a found concrete monument, stamped R.L.S. 935. C.E. 4379, at the East 1/4 corner of said Section 9. thence South 1 degree 46'10" East, along the East line of said Section 9, a distance of 53.06 feet to the Point of Beginning of the following described tract; thence North 89 degrees 28'45" West, 100 feet Southerly of and parallel to the physical centerline of the Sottile Canal, as laid out and in use. a distance of 1991.81 feet to the point of intersection with the East - West 1/4 section line of said Section 9; thence South 88 degrees 59'40" West. along aforesaid 1/4 Section line, a distance of 3413.86 feet. to a found concrete monument at the West 1/4 corner of said Section 9; thence Southerly along the West line of said Section 9 to the point of intersection with a line 100 feet Southerly of and parallel to the aforesaid East-West 1/4 Section line; thence North 88 degrees 59'40" East, parallel with the aforesaid East - West 1/4 section of line of Section 9, a distance of 3415.19 feet. to the point of intersection with a line 200 feet Southerly of and a parallel with the said physical centerline of the Sottile Canal as laid out and in use; thence South 89 degrees 28'45" East parallel with aforesaid centerline of the Sottile Canal a distance of 1991.81 feet to the point of intersection with the East line of said Section 9: thence North 1 degree 46'10" West along said section line a distance of 100.01 to the Point of Beginning.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

ARA 4/99 SB

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1

Commitment Number

1. The following are requirements to be complied with:

1 Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

a)Warranty Deed from Rolling Meadow Ranch, Inc., a Florida corporation, to the Proposed Insured, conveying the land described in Schedule A.

(NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)

2 Payment of the full consideration to, or for the account of, the grantors or mortgagors.

3 Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

4 Satisfactory evidence must be furnished showing that Rolling Meadow Ranch, Inc. is a corporation organized under the laws of Florida and is currently in good standing in that state.

5 Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

6 The name or names of the proposed insured under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

7 The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of $100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

8 Obtain and record an Affidavit from someone with knowledge of the facts establishing that the Surface Lease Agreement recorded in Official Records Book 2440, Page 2031 has expired of its own terms, has not been renewed or extended, and the Tenant/Lessee has surrendered possession of the property.

End of Schedule B - Section I

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

Commitment Number

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2 Standard Exceptions:

a.Rights or claims of parties in possession not shown by the Public Records.

b.Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
c.Easements, or claims of easements, not shown by the Public Records.

d.Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
e.Taxes or special assessments which are not shown as existing liens by the Public Records.
f.Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
g.Taxes and assessments for the year 2008 and subsequent years.

3 Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

4 Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

5 Road right of ways shown on the Map of San-Sebastian Farms Subdivision recorded in Plat Book 6, Page 77 of the Public Records of Brevard County, Florida.

6 Easement recorded May 16, 1980 in Official Records Book 2234, Page 2695, Public Records of Brevard County, Florida.

7 INTENTIONALLY DELETED.

8 This Policy does not insure the nature or extent of riparian or littoral rights.

9 INTENTIONALLY DELETED.

10 INTENTIONALLY DELETED.

11 Landlord's Waiver given by Rolling Meadow Ranch, Inc., dated September 30, 1987, and recorded in Official Records Book 2846, Page 2902, Public Records of Brevard County, Florida. Note: This Exception shall be deleted upon compliance with requirement No. 8.

12 Terms and provisions of that certain Temporary Easement Deed given by Willowbrook Coal Company, d/b/a Willowbrook Farms, to Holling Meadow Ranch, Inc., dated October 7, 1987, and recorded in Official Records Book 2848, Page 2438, Public Records of Brevard County, Florida.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

300502884

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

13 Easement Agreement between James Santori and Cavalier Properties, Inc. recorded in O.R. Book 2386. Page 2462.

14 INTENTIONALLY DELETED.

15 Easement to Florida Power & Light Company recorded in Official Records Book 5830, Page 5275.

16 Boundary Survey. Blackhawk Quarry, prepared by B.S.E. Consultants, Inc.. last revised November 7, 2006, drawing no. 8702002102. project no. 87020.02, shows the following:

a.40' canal located inside the easterly property line which is apparently blocked by a berm at the north end and open at the south end.b.25' roadway of Grant Road running along the north line of the NW 1/4 of Section 5 and 50' roadway of Curthawda Rd. centered along the south line of the SW 1/4 of Section 5 and the north line of the NW 1/4 of section 8 within the subject property.

c.50' unimproved roadway between the south line of he NW 1/4 of Section 5 and the north line of the southwest 1/4 of Section 5.

d.25' unimproved roadway along the west line of the NW 1/4 and the west line of the southwest 1/4 of Section 5 and the west line of the NW 1/4 of Section 8.

NOTE: With respect to any Exception in Schedule B reciting covenants and restrictions said Exception(s) omits any covenants or restrictions, if any, based upon race, color. religion, sex, sexual orientation. familial status, marital status, disability, handicap, national origin, ancestry. or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

NOTE: All of the recording information contained herein refers to the Public Records of Brevard County. Florida, unless otherwise indicated.

End of Schedule B - Section 2

Chicago Title Insurance Company

Chicago Title Insurance Company
13800 NW 14th Street
Suite 190
Sunrise, FL 33323
Attn:
Phone: 954-971-2200
Fax:
Email: Orders_pompano@ctt.com

Date: 6/30/2014
Invoice No: 4872534
Unit #: 02100.170807
Customer Ref #: 7384-001

TO: Lawyers Land Title Company
Deborah K. Antonelli
312 Southeast 17th Street, Second Floor

Fort Lauderdale, FL 33316

RE: Buyer:

Property: FL
County/Parcel:

Seller: Rolling Meadow Ranch, Inc.

Notes:

Date	Trans Code	Product Description	Liability	Charge Amount
6/30/2014	5500	Search	$0.00	$200.00
			Invoice Total:	$200.00

Remittance Advice

Please send along with remittance to:

Chicago Title Insurance Company
4362 Northlake Blvd.
Suite 106
Palm Beach Gardens, FL 33410
Attn: Accounting Department

Date: 6/30/2014
Invoice No: 4872534
Unit #: 02100.170807
Contact: Lawyers Land Title Company
Check #: _____
Amount Enclosed: _____

CHICAGO TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

Parcel No. 3000218,3000220, 3000268, and 3000275

CHICAGO TITLE INSURANCE COMPANY has this day caused to be searched the Public Records of the County of Brevard, State of Florida, with respect to the property legally described above.

The following entries specifically affecting the above-described property have been recorded among the Official Records of the county in question during the time period covered by this search.

	INSTRUMENT	FILED	BOOK/PAGE
1.	AFFIDAVIT	October 1, 2008	5890/6926
2.	CONSERVATION EASEMENT	January 15, 2009	5907/4168

Name search performed on:

Name of the Current Fee Simple Owner

ROLLING MEADOW RANCH, INC.

And found the following:

NOTHING FOUND

CFN 2008187002, OR BK 5890 Page 6926, Recorded 10/01/2008 at 02:37 PM, Scott Ellis, Clerk of Courts, Brevard County

2

DOCUMENT COVER PAGE

[Space above this line reserved for recording office use.]

Document Title: Affidavit
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: Andrew R. Machata, President of Rolling Meadow Ranch, Inc.

To:

Brief Legal Description: see attached
(If applicable)

⇒ **Return Recorded Document to:**

~~LAWYERS LAND TITLE CO. OF SOUTH FLORIDA~~
312 Southeast 17th St., Second Floor
FT. LAUDERDALE, FLORIDA 33316

CFN 2009007516, OR BK 5907 Page 4168, Recorded 01/15/2009 at 09:36 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

Prepared by
B & E Consultants Inc
312 South Harbor City Blvd
Suite 4
Melbourne FL 32901

Return recorded original to
Office of General Counsel
St Johns River Water Management District
4049 Reid Street / Highway 100 West
Palatka, FL 32177

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 14th day of January, 2009 by Rolling Meadow Ranch, Inc having an address at 1400 Willowbrook St ,Palm Bay, FL 32909 ("Grantor"), in favor of the ST JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street / Highway 100 West, Palatka, Florida 32177 ("Grantee")

WITNESSETH

WHEREAS, Grantor solely owns in fee simple certain real property in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as _____ (the "Property"),

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-009-15821-7 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions, and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity,

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704 06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement") Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever

*This is a suggested form for your convenience It is not a required form

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement

5 Grantee's Discretion Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement

6 Grantee's Liability Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property

7 Acts Beyond Grantor's Control Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes

8 Recordation Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights Grantor shall pay all recording costs and taxes necessary to record this Conservation

* This is a suggested form for your convenience It is not a required form

Rolling Meadow Lakes
BSE # 87020 02

EXHIBIT A

The following descriptions are based upon the proposed plat for Rolling Meadow Lakes – Phase 1, all lying and being in Sections 5, 6, 7 and 8, Township 30 South, Range 37 East, Brevard County, Florida:

Conservation Easement A(5)A:

Begin at the northwest corner of Section 6, Township 30 South, Range 37 East, thence southerly along the west line of said Section 6, 264 feet to a point, thence northeasterly to a point on the north line of said Section 6, said point being 264 feet easterly of the northwest corner of said Section 6, thence westerly along the north line of said Section 6, 264 feet to the point of beginning

Conservation Easement A(7)A:

Begin at the north ¼ corner of Section 5, Township 30 South, Range 37 East, thence westerly along the north line of said Section 5, 264 feet to a point, thence southeasterly to a point, said point being on a line between the south ¼ corner of said Section 5 and the north ¼ corner of said Section 5, said point also being 264 feet south of the north ¼ corner of said Section 5; thence north along said line 264 feet to the point of beginning

Conservation Easement U:

Tract U, according to the proposed plat of Rolling Meadow Lakes Phase 1, lying and being in Section 6, Township 30 South, Range 37 East, Brevard County, Florida and being more particularly described as follows

Commence at the northeast corner of said Section 6 and run S00°42'09"W, along the east line of said Section 6, a distance of 1533 56 feet to an intersection with the northerly line of Lot 3, Block 204 of said proposed plat of Rolling Meadow Lakes Phase 1, thence N73°52'11"W, along the north line of said Block 204, a distance of 131 81 feet to the northwesterly corner of Lot 1 of said Block 204, (said point also being the northeasterly corner of said Tract U) and the point of beginning of the parcel of land herein described, thence continue N73°52'11"W, along the northerly line of said Tract U, a distance of 203 32 feet to the beginning of a curve to the left, thence along the arc of said curve and along the northwesterly line of said Tract U, (said curve being curved concave to the south and having a radius of 25 00 feet, a central angle of 72°45'37", a chord length of 29 66 feet and a chord bearing of S69°45'01"W), a distance of 31 75 feet to a point of reverse curvature; thence along the arc of said curve and continuing along the northwesterly line of said Tract U, (said curve being curved concave to the northwest and having a radius of 165 00 feet, a central angle of 60°27'12", a chord length of 166 13 feet and a chord bearing of S63°35'48"W), a distance of 174 09 feet to a point of reverse curvature, thence along the arc of said curve and along the westerly line of said Tract U,

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2013	PAYMENT	9675578.0003	2013	$1,602.36

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2002	3000268	12/3/2002	9508575	$1,652.67	$1,586.54
	Paid By	109833			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2001	3000268	4/2/2002	9550251	$1,645.09	$1,645.08
	Paid By	237702			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2000	3000268	4/2/2001	9543788	$1,586.87	$1,586.87
	Paid By	232270			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1999	3000268	3/22/2000	9551452	$1,385.70	$1,385.70
	Paid By	232862			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1998	3000268	4/5/1999	9576880	$1,265.02	$1,265.01
	Paid By	328634			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1997	3000268	4/2/1998	9543140	$6,339.47	$6,339.47
	Paid By	231928			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1996	3000268	4/18/1997	9557809	$1,206.64	$1,242.84
	Paid By	248188			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1995	3000268	4/29/1996	9573618	$1,179.29	$1,214.67
	Paid By	265752			

Brevard County Tax Collector

generated on 6/30/2014 10:52:05 AM EDT

Tax Record

Last Update: 6/30/2014 10:52:03 AM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000275	REAL ESTATE	2013

Mailing Address
ROLLING MEADOW RANCH INC
3060 AIRPORT WEST DRIVE
VERO BEACH FL 32960-1993

Property Address

GEO Number
303708HF250

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
54U0

Escrow Code

Legal Description
30 3708HF 250 SAN SEBASTIAN FARMS NW 1/4 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY GENERAL FUND	4.8239	33,040	0	$33,040	$159.38
BREVARD LIBRARY DISTRICT	0.5896	33,040	0	$33,040	$19.48
BREVARD MOSQUITO CONTROL	0.2119	33,040	0	$33,040	$7.00
S BREVARD REC DIST 2001-2020	0.1304	33,040	0	$33,040	$4.31
SCHOOL - BY STATE LAW	5.3580	33,040	0	$33,040	$177.03
SCHOOL - BY LOCAL BOARD	0.7480	33,040	0	$33,040	$24.71
SCHOOL - CAPITAL OUTLAY	1.5000	33,040	0	$33,040	$49.56
CITY OF PALM BAY	8.6326	33,040	0	$33,040	$285.22
PALM BAY ROAD MAINTENANCE DIST	0.0000	33,040	0	$33,040	$0.00
ST JOHNS RIVER WATER MGMT DST	0.3283	33,040	0	$33,040	$10.85
FLA INLAND NAVIGATION DIST	0.0345	33,040	0	$33,040	$1.14
SEBASTIAN INLET DISTRICT	0.1124	33,040	0	$33,040	$3.71
ENV END LD/WTR LTD 05-24	0.0566	33,040	0	$33,040	$1.87
ENV END LD/WTR LTD(DBTP) 05-24	0.1159	33,040	0	$33,040	$3.83
S BREVARD REC DIST (DBTP)01-20	0.4696	33,040	0	$33,040	$15.52

Total Millage	23.1117	Total Taxes	$763.61

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$763.61

If Paid By	Amount Due
	$0.00

Brevard County Tax Collector

generated on 6/30/2014 10:52:21 AM EDT

Tax Record

Last Update: 6/27/2014 6:01:53 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3000275	REAL ESTATE	2013

Payment History

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2013	3000275	11/27/2013	9675578	$763.61	$733.07

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2012	3000275	12/31/2012	1342515	$796.07	$772.19
	Paid By	ROLLING MEADOW RANCH INC			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2011	3000275	11/30/2011	1202445	$1,545.20	$1,483.39
	Paid By	ROLLING MEADOW RANCH INC			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2010	3000275	12/30/2010	9343468	$1,380.53	$1,339.11

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2009	3000275	3/31/2010	1305412	$1,292.93	$1,292.93
	Paid By	ROLLING MEADOW RANCH INC			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2008	3000275	3/31/2009	1215341	$1,204.03	$1,204.03
	Paid By	ROLLING MEADOW RANCH INC.			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2007	3000275	11/30/2007	9070344	$1,026.04	$985.00

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2006	3000275	11/30/2006	1401673	$1,049.13	$1,007.16
	Paid By	BLACKHAWK QUARRY CO. OF FL			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2005	3000275	12/27/2005	1104677	$774.17	$750.94
	Paid By	BLACKHAWK QUARRY CO OF FLA			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2004	3000275	11/30/2004	9075929	$824.05	$791.09

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2003	3000275	11/18/2003	211837	$860.69	$826.26
	Paid By	211837			

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	30-37-08-HF-00250.0-0000.00	**Millage Code:**	54U0	**Exemption:**	**Use Code:**	6100
Site Address:					**Tax ID:**	3000275

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	ROLLING MEADOW RANCH INC
Second Name:	
Mailing Address:	3060 AIRPORT WEST DRIVE
City, State, Zipcode:	VERO BEACH, FL 32960-1993

Abbreviated Description

Plat Book/Page: 0006/0077	Sub Name: SAN SEBASTIAN FARMS	NW 1/4 N OF SEBASTIAN MAIN CANAL EX RD & CANAL R/W

Value Summary

Roll Year:	**2012**	**2013**	**2014**
Market Value Total:[1]	$132,150	$132,150	$132,150
Agricultural Market Value:	$33,040	$33,040	$33,040
Assessed Value Non-School:	$33,040	$33,040	$33,040
Assessed Value School:	$33,040	$33,040	$33,040
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$33,040	$33,040	$33,040
Taxable Value School:[3]	$33,040	$33,040	$33,040

Land Information

Acres:	132.15
Site Code:	1

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

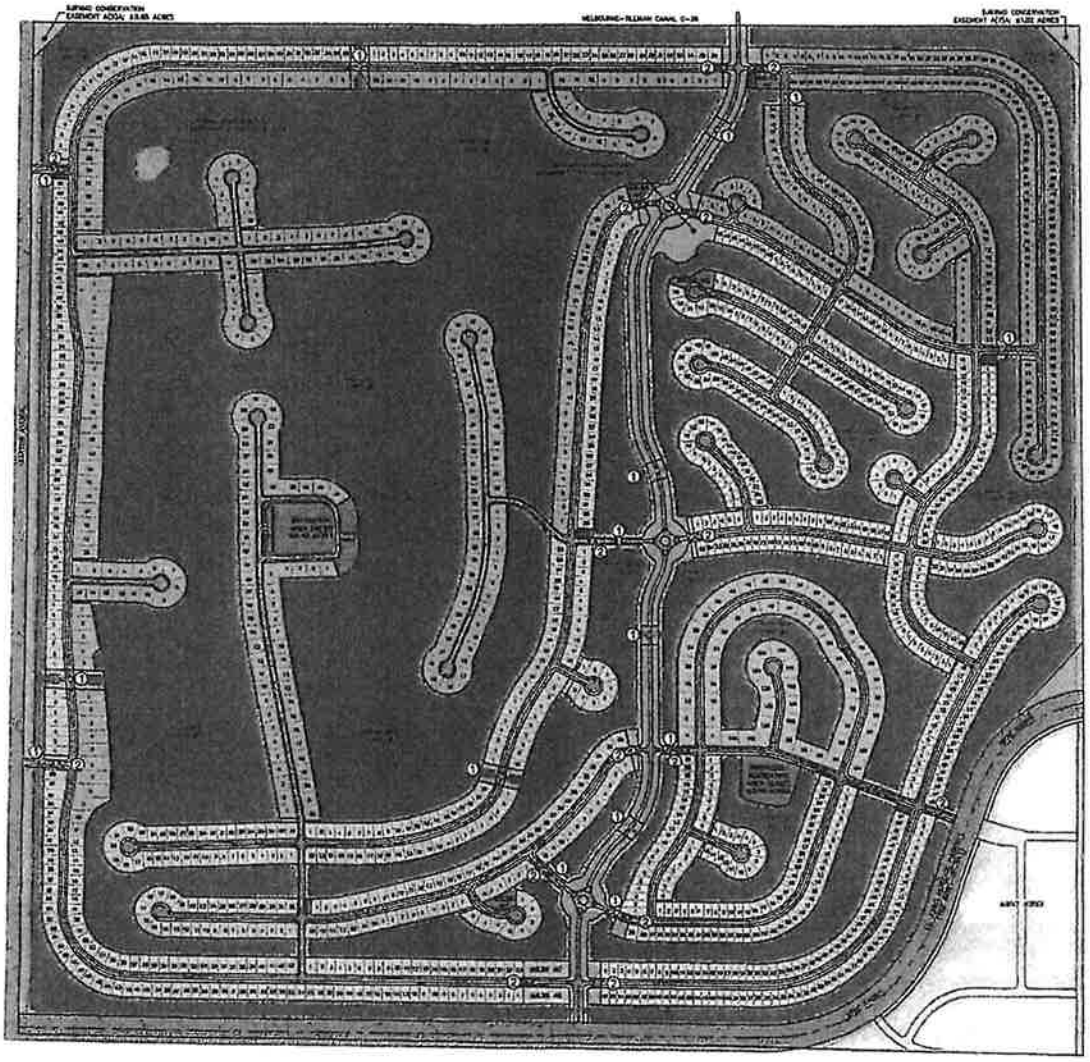
3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

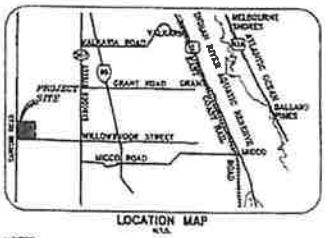
Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
2234/2693	5/14/1980	$738,000	PT				
1572/0488	7/29/1975	$1,590,500	PT				

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Data Last Updated: Monday, June 30, 2014- Printed On: Monday, June 30, 2014.





LOCATION MAP
N.T.S.

GRAPHIC SCALE
(IN FEET)

LEGEND
① ACCESS BRIDGE TRACT
② ENTRANCE GATE LOCATION

OPEN SPACE
RECREATION AREA
LIFT STATION TRACT
50,000 SQ FT INSTITUTIONAL
130,00 SQ FT GENERAL OFFICE
225,000 SQ FT SHOPPING CENTER

NO MINIMUM LOT SIZE SHALL BE REQUIRED WITHIN A PUD DISTRICT WITH THE EXCEPTION OF ZERO-LOT LINE SINGLE-FAMILY DETACHED DEVELOPMENTS.

LOT DATA TABLE

				SETBACKS			
				FRONT	REAR	SIDES	MIN SIZE WIDTH & DEPTH
LOT TYPE A	100 FOOT WIDE	336 UNITS	22'	30'	10'	80' X 80'-110'
LOT TYPE B	90 FOOT WIDE	330 UNITS	20'	20'	5'	60' X 80'-110'
LOT TYPE C	80 FOOT WIDE	325 UNITS	20'	20'	5'	50' X 80'-110'
LOT TYPE D	70 FOOT WIDE	830 UNITS	20'	20'	5'	40' X 80'-110'
TOWNHOMES/VILLAS		348 UNITS				
	TOTAL PROPOSED	3082 UNITS				

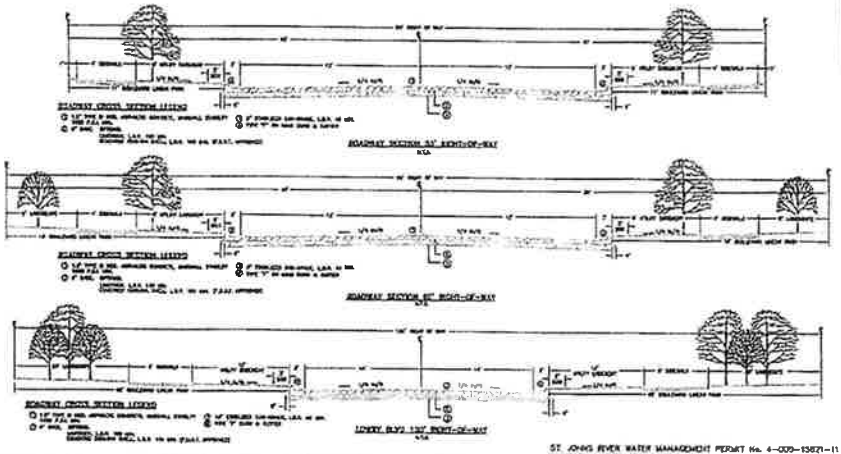
NOTES:
- PROJECT SITE = ±1,378.23 ACRES
- MAX UNIT YIELD ALLOWED (2 UNITS PER ACRE) = 2702 UNITS
- PROPOSED TOWNHOME AREA = ±63.43 ACRES
- LAKE SURFACE AREA ELEV 20.0 NORMAL WATER LEVEL = (*)±598.8 ACRES
- LAKE TOP OF BANK AREA = (*)±689.0 ACRES

(*)EXCLUDES LAKE AREAS IN THE INSTITUTIONAL/GENERAL OFFICE TRACT

RECREATION/OPEN SPACE REQUIREMENTS
COMMON RECREATION & OPEN SPACE REQUIRED:
25% OF SITE= 1378.23 ACRES x 0.25= 344 ACRES*
*(3/4 MAY BE IMPROVED LAKE = 258 ACRES)

ASSOCIATED LAKE AREAS (PROVIDED)	= 598.8 ACRES
TOTAL (MAXIMUM CREDIT FOR IMPROVED LAKE AREA)	= 258.0 ACRES
LINEAR PARKS	
130' R/W BOULEVARD: 8,109' x 98'	= ±18.22 ACRES
160' R/W BOULEVARD: 21,094' x 22'	= ±53.19 ACRES
70' R/W BOULEVARD: 11,765' x 22'	= ± 5.93 ACRES
TOTAL	= ±79.34 ACRES
RECREATION AREA (WEST)	= ± 8.43 ACRES
RECREATION AREA (EAST)	= ± 3.15 ACRES
ADDITIONAL PARK/RECREATION AREAS	= ± 7.29 ACRES
TOTAL	= 811.90 ACRES

RECREATION/OPEN SPACE PROVIDED = ±346.24 ACRES
(AREA DOES NOT INCLUDE CONSERVATION AREAS, PERIMETER GREEN AREAS OR ADDITIONAL LANDSCAPE AREAS)



ST. JOHNS RIVER WATER MANAGEMENT PERMIT No. 4-009-15871-11
EXPIRATION DATE: 10/14/2018

ROLLING MEADOW LAKES

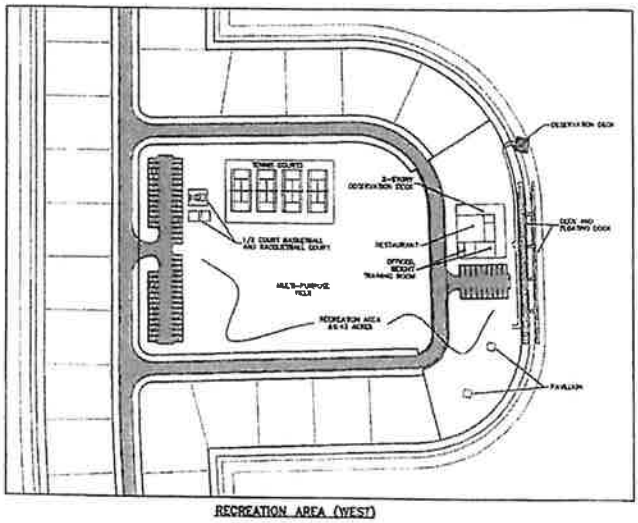
PDP PLAN

DRAWING NO. 87020.03_203_001
SHEET 1 of 2
PROJECT NO. 87020.03

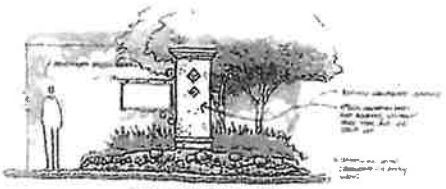
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 723-2674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION #605
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0006808

REVISIONS	BY	DATE
DRAWN	DATE	2/24/13

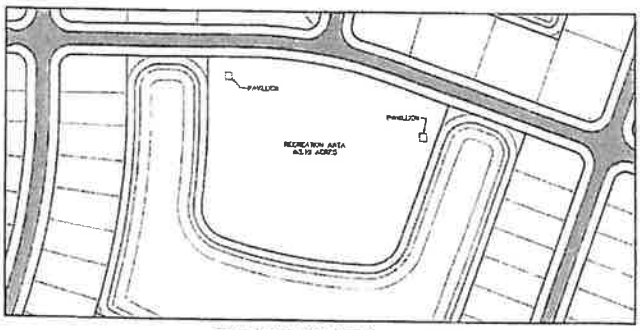
Appendix



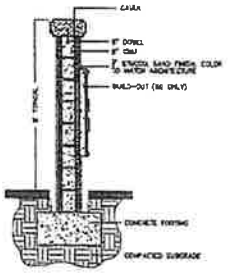
RECREATION AREA (WEST)



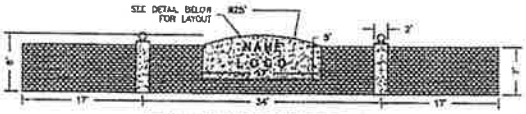
ENTRY SIGNAGE DETAIL



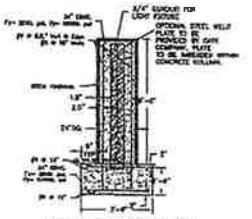
RECREATION AREA (EAST)



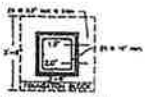
ENTRY SIGN COLUMN (TYP)



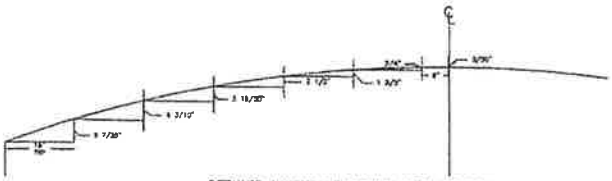
TYPICAL ENTRANCE MONUMENT SIGN



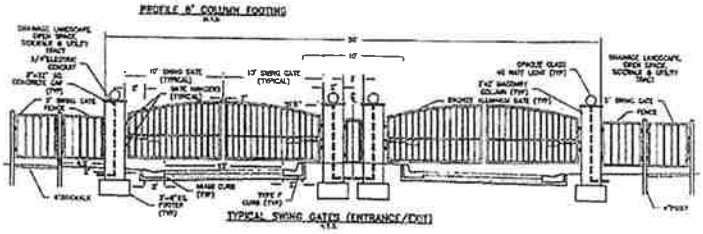
PEDESTAL @ COLUMN FOOTING



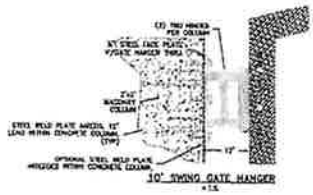
COLUMN PLAN VIEW



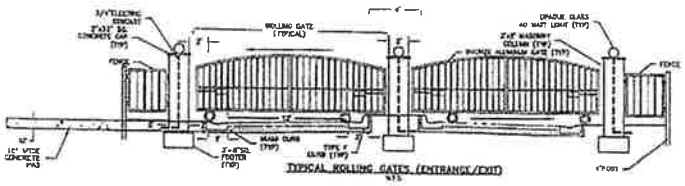
DETAILED LAYOUT OF CURVED AREA OF SIGN



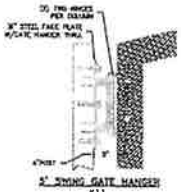
TYPICAL SWING GATES (ENTRANCE/EXIT)



30' SWING GATE HANGER



TYPICAL ROLLING GATES (ENTRANCE/EXIT)



9' SWING GATE HANGER

DETAILS SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL DESIGN

ROLLING MEADOW LAKES

PDP PLAN

DRAWING NO. 87020.02_265_001
SHEET 2 of 2
PROJECT NO. 87020.02

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERING BUSINESS AUTHORIZATION NO. 00004995
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004995

REVISIONS
1 DRAWN DRC SITE 2/24/23
2 DRAWN DRC SITE 3/24/23

3020.02 C

Palm Bay

September 10, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

This letter is to officially notify you of the action taken by the City Council of the City of Palm Bay on your requests for:

1) Approval of a preliminary multi-use Planned Unit Development (PUD) to be known as Rolling Meadows Lakes; and

2) Approval of a final PUD to be known as Rolling Meadow Lakes.

The City Council approved the preliminary PUD request at its Regular Council Meeting No. 2014-18, held on August 21, 2014.

The final PUD request was approved by City Council at its Regular Council Meeting No. 2014-19, held on September 4, 2014, subject to the conditions in the Staff Report, and that final execution of the development agreement occur prior to June 30, 2015.

An additional condition of the final approval of the PUD is the recordation of the final plat with Brevard County. The mylar needs to be submitted to the Growth Management Department at 120 Malabar Road, SE, phone number (321) 733-3042, to obtain the required signatures. After the plat is recorded, one (1) reproducible and five (5) copies of the recorded plat are required to be submitted to the Growth Management Department, at the aforementioned address.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Growth Management Director, at 733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

Enclosure: Land Development Division Staff Report

Case Nos. PUD-15-2014 and PUD-16-2014

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-15-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Preliminary Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-15-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Preliminary Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. The Preliminary Development Plan (PDP) proposes 2,063 total residential units. 1,815 of these units are single family lots ranging from 55-foot wide to 100-foot wide. The remaining 248 units are to be townhomes and/or villas. Every residential property either fronts upon or has a direct view of the 600+ acres of lakes that are provided throughout the community. Roughly 51 acres of land in the SE portion of the property is being designed to accommodate commercial and institutional development that serves the residents of Rolling Meadow Lakes, as well as future landowners adjacent to the development.

2. As stated above, this project includes over 600 acres of lakes that are inter-connected and provide both stormwater treatment/retention and some limited recreation for the property owners. Several "pocket" parks and two (2) main recreation areas are provided upon a total of 12 acres of land. The larger of the two main areas will contain a basketball and racquetball court; multiple tennis courts; an open, multi-purpose field; an observation pier

and floating dock; an exercise room; several pavilions and a possible restaurant. The abundance of open space and lake amenities create a low-intensity development of only 1.5 units per acre which complies with the cap set by Ordinance No. 2005-51.

3. In order to receive Preliminary Planned Unit Development approval, the proposal must meet the twelve (12) requirements (Items A – L) of Section 185.065 of the City of Palm Bay's Code of Ordinances. A review of the submitted plan and supporting documents finds the project to be in substantial conformance with these requirements.

4. Larger scope items, such as access to and from the project and the provision of utilities, will be addressed in the Final PUD staff report. This will include the requirement of such items as an updated Traffic Study and Development Agreements addressing off-site Public Improvements to ensure the provision of basic subdivision necessities.

5. Comprehensive Plan Future Land Use Map amendments will be required prior to approval of the multiple family residential, commercial, and possibly the institutional use developments that are conceptually shown on the PDP. The western area of the site, approximately 165 acres, is located in a Special Flood Hazard Area. Any properties located in this area that are intended for development must apply for a FEMA MT-1 CLOMR-F. A copy of the approved FEMA permit will be required prior to issuance of a Certificate of Completion for any improvements made within this area, including any roadways.

STAFF RECOMMENDATION:

Case No. PUD-15-2014 is recommended for approval, subject to the staff comments contained in this report.

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

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- **E** -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes
- **S** -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes
- **W** -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

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4. Final Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

2. The City does not necessarily require a total of 50 acres be designated for commercial uses, however, there should be some allotment of area provided for non-residential uses that could allow a church, daycare, retail or other use that supports residential development. The approval of Plat 5 would thus appear to only provide 1.96 acres of commercial area, which is found in the vicinity NW of the intersection of the Parkway and Lowry Blvd.

3. The Dedication Table on Sheet 1 of the Rolling Meadow Lakes Plat One lists thirteen (13) separate tracts of land for "Future Development". No lots or roadways are provided within this plat for these tracts. Subsequent plats show these tracts to be subdivided into lots and private streets are also shown. However, staff recommends that the language for these tracts be revised to indicate which Phase of development corresponds to each tract.

4. The Phase One Plat dedicates the Parkway to Brevard County, as well as Tract ZZ – which appears to be a connector road from the Parkway to Willowbrook Street. Both of these roadways shall be dedicated to the City of Palm Bay. Tracts ZZ (1-6), which will be the extension of Lowry Boulevard from its terminus in Port Malabar Unit 25 south to the Parkway, shall be established as road right-of-way, not a Tract. In addition, there are four (4) Tracts (JJ, R, YY, FF) that bisect Lowry and have been created for the bridge sections. These tracts shall also be established as right-of-way. Lowry shall be dedicated to the City.

5. The PDP provides two (2) connections from this project to an existing road running along the western boundary, called Sartori Avenue. These connectors are further provided in Phase 3 & 4. Approval from the owner of this private road shall be obtained prior to recordation of the plat that contains these connecting roadways.

6. There are two (2) primary recreation areas provided on the PDP and are shown on the Plat as Tracts BB and L. Neither of these tracts is contained within the Phase One Plat. In order to ensure that recreation amenities are provided commensurate with development, staff recommends that the improvements within Tract BB are constructed at the beginning of Phase Two construction. The larger Tract L, with the greatest development of amenities shown in the PDP, shall be constructed at the beginning of Phase 4.

7. This project will be required to pay its Proportionate Fair Share costs to off-set the impacts of this development on the surrounding road network. Additionally, the following list of is required of this project and will be conditions of approval:

   1. Development Agreement(s) establishing the off-site road improvements, as well as the road improvements and sidewalks within the project boundaries.

   2. Development Agreement(s) establishing the Utilities improvements including the size of water & sewer lines, the direction by which they will be brought to the site, the extent to which they may be extended off-site, and possible contributions towards a future Waste Water Treatment Plant that was approved within the South Regional Treatment Facility.

   3. Submission of an updated traffic study and a schedule of construction that matches the phases of development. All temporary roadway, drainage and utility termination per phase shall be designed to meet the current land Development Regulations of the Palm Bay Code of Ordinances. The phasing plan shall be designed to be independent of future construction and stand alone in the event that the project stalls or is discontinued.

CASE NO. PUD-16-2014
AUGUST 6, 2014

STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

8702.02 C

Palm Bay

June 19, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

Enclosed is a certified copy of Resolution No. 2014-16, vacating a portion of the San-Sebastian Farms Plat, which property is located in the vicinity north of Willowbrook Road, west of Babcock Street.

The City Council approved the resolution at Regular Council Meeting No. 2014-12, held on June 5, 2014.

If you should have any questions or require any additional information, please contact my office at (321) 952-3414.

Sincerely,

CITY OF PALM BAY

for Alice Passmore, CMC
City Clerk

tmj

Enclosure: Resolution No. 2014-16

Case No.: VP-1-2014

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org

RESOLUTION NO. 2014-16

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING A PORTION OF THE PLAT KNOWN AS SAN-SEBASTIAN FARMS, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rolling Meadow Ranch, Inc. has petitioned the City of Palm Bay to vacate and abandon a portion of the recorded plat of San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, and

WHEREAS, petitioner has complied with the requirements of Chapter 177.101 (3) and (4), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. A portion of the plat known as San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, legally described as follows:

> The west ½ of Section 5 and the northwest ¼ of Section 8, Township 30S, Range 37E, Brevard County, Florida,
>
> Less and except the following described parcel of land:
>
> Commence at the southwest corner of the northwest ¼ of said Section 8, as the Point of Beginning of the parcel of land herein described. Thence run N 00°40'19" E along the west line of said Section 8 a distance of 287.00 feet; thence run s 89°41'55" e to the north-south quarter Section line of said Section 8; thence run S 00°54'17" W along said north-south quarter section line, a distance of 247.00 feet to the southeast corner of the northwest ¼ of said Section 8; thence run S 89°26'11" W a distance of 2646.61 feet to the Point of Beginning; containing 460.58 acres, more or less;

is hereby vacated and abandoned and the City Council does hereby release, renounce, and disclaim any right of the City of Palm Bay and the public in and to the land lying within

("CERTIFIED COPY")

the confines thereof, and the City of Palm Bay does hereby relinquish any and all right, title, and interest, to the above portion of the recorded plat of San-Sebastian Farms.

SECTION 2. This Resolution shall take effect immediately upon the enactment date.

This Resolution was duly enacted at Meeting No. 2014-12, of the City Council of the City of Palm Bay, Brevard County, Florida, held on June 5, 2014.

William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

Applicant: Rolling Meadow Ranch, Inc.
Case No.: VP-1-2014

cc: 06-06-14 Applicant
Case File
B.C. Recording

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original on file in the office of the City Clerk of Palm Bay, Brevard County, Florida. WITNESS my hand and the official seal of the City of Palm Bay, this 17th day of JUNE 2014

City Clerk of the City of Palm Bay, Florida.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (±)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Final Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

2. The City does not necessarily require a total of 50 acres be designated for commercial uses, however, there should be some allotment of area provided for non-residential uses that could allow a church, daycare, retail or other use that supports residential development. The approval of Plat 5 would thus appear to only provide 1.96 acres of commercial area, which is found in the vicinity NW of the intersection of the Parkway and Lowry Blvd.

3. The Dedication Table on Sheet 1 of the Rolling Meadow Lakes Plat One lists thirteen (13) separate tracts of land for "Future Development". No lots or roadways are provided within this plat for these tracts. Subsequent plats show these tracts to be subdivided into lots and private streets are also shown. However, staff recommends that the language for these tracts be revised to indicate which Phase of development corresponds to each tract.

4. The Phase One Plat dedicates the Parkway to Brevard County, as well as Tract ZZ – which appears to be a connector road from the Parkway to Willowbrook Street. Both of these roadways shall be dedicated to the City of Palm Bay. Tracts ZZ (1-6), which will be the extension of Lowry Boulevard from its terminus in Port Malabar Unit 25 south to the Parkway, shall be established as road right-of-way, not a Tract. In addition, there are four (4) Tracts (JJ, R, YY, FF) that bisect Lowry and have been created for the bridge sections. These tracts shall also be established as right-of-way. Lowry shall be dedicated to the City.

5. The PDP provides two (2) connections from this project to an existing road running along the western boundary, called Sartori Avenue. These connectors are further provided in Phase 3 & 4. Approval from the owner of this private road shall be obtained prior to recordation of the plat that contains these connecting roadways.

6. There are two (2) primary recreation areas provided on the PDP and are shown on the Plat as Tracts BB and L. Neither of these tracts is contained within the Phase One Plat. In order to ensure that recreation amenities are provided commensurate with development, staff recommends that the improvements within Tract BB are constructed at the beginning of Phase Two construction. The larger Tract L, with the greatest development of amenities shown in the PDP, shall be constructed at the beginning of Phase 4.

7. This project will be required to pay its Proportionate Fair Share costs to off-set the impacts of this development on the surrounding road network. Additionally, the following list of is required of this project and will be conditions of approval:

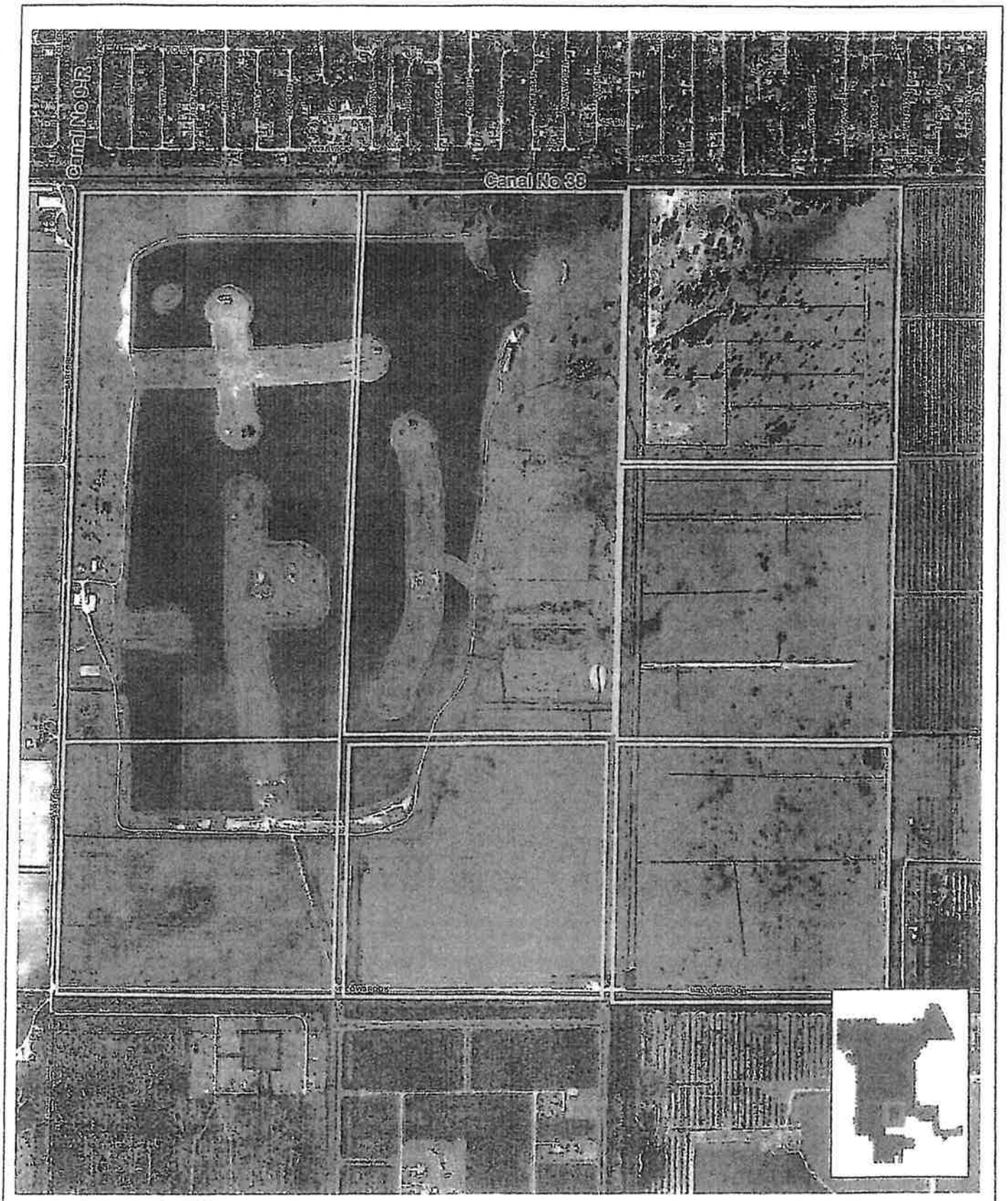
   1. Development Agreement(s) establishing the off-site road improvements, as well as the road improvements and sidewalks within the project boundaries.

   2. Development Agreement(s) establishing the Utilities improvements including the size of water & sewer lines, the direction by which they will be brought to the site, the extent to which they may be extended off-site, and possible contributions towards a future Waste Water Treatment Plant that was approved within the South Regional Treatment Facility.

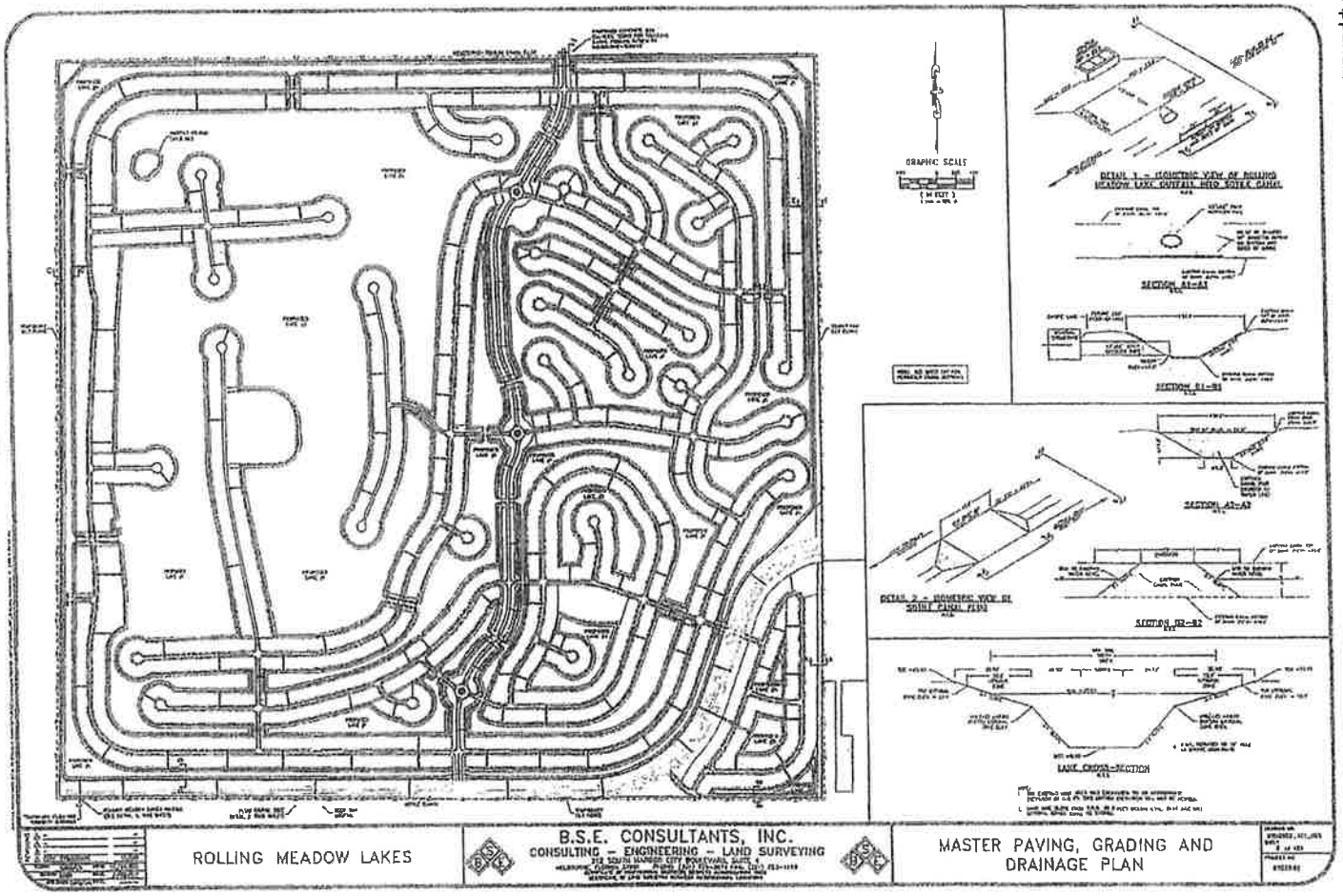
   3. Submission of an updated traffic study and a schedule of construction that matches the phases of development. All temporary roadway, drainage and utility termination per phase shall be designed to meet the current land Development Regulations of the Palm Bay Code of Ordinances. The phasing plan shall be designed to be independent of future construction and stand alone in the event that the project stalls or is discontinued.

STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.



ROLLING MEADOW LAKES PUD


GRAPHIC SCALE
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
ROLLING MEADOW LAKES
MASTER PAVING, GRADING AND DRAINAGE PLAN

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott M. Glaubitz, PE, PLS., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE# (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1376.23

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses (if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $1,000.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6-24-14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

June 24, 2014

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Final Development Plan application for said property.

(Signature)

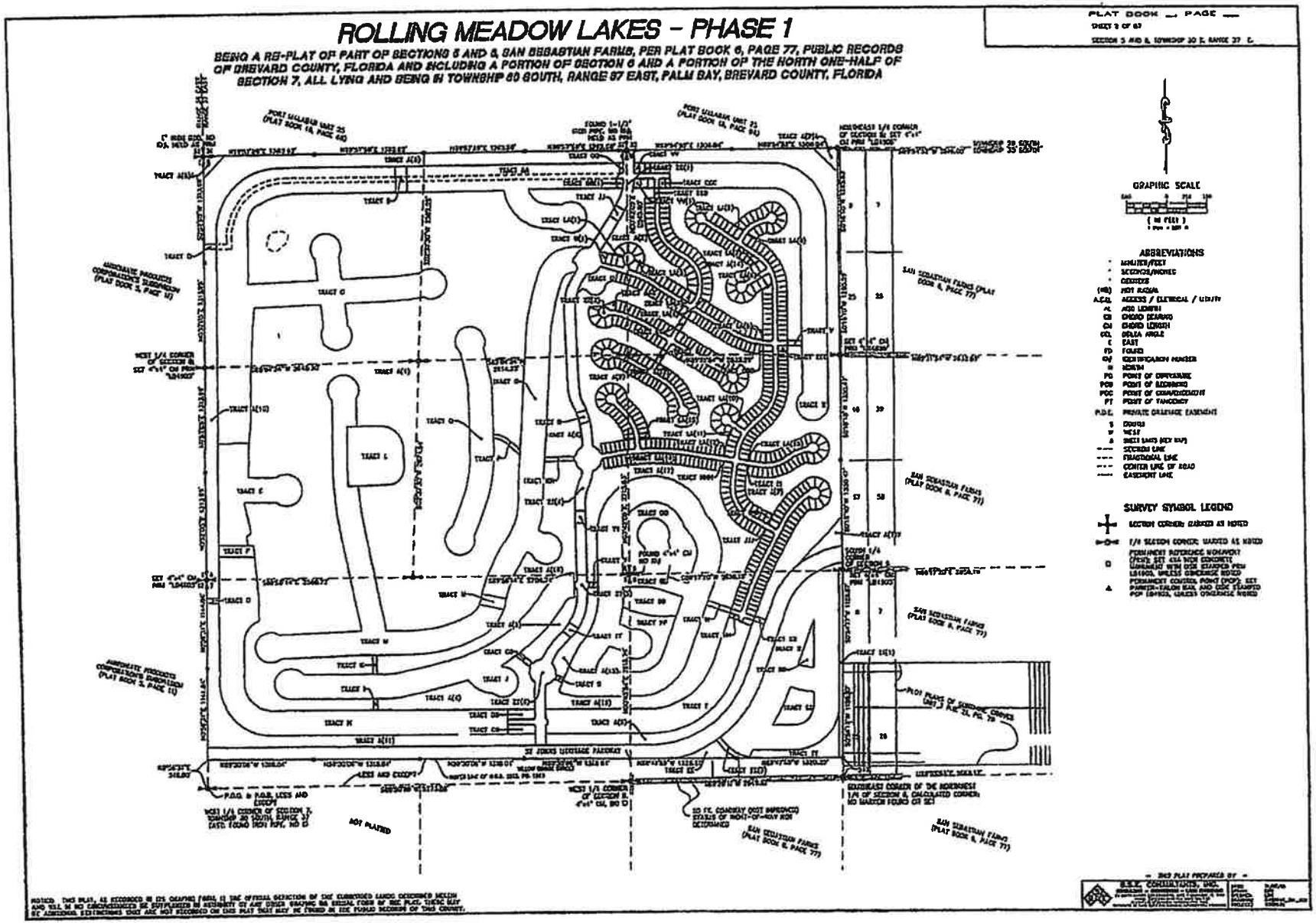
STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 2014
by Andy Machota., who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

Julie A. Bernal
Notary Public
Serial No. EE 220935
My commission expires 11-12-16



Appendix0151

Appendix0152

ROLLING MEADOW LAKES - PHASE 1

BEING A RE-PLAT OF PART OF SECTIONS 5 AND 8, SAN SEBASTIAN FARMS, PER PLAT BOOK 6, PAGE 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND INCLUDING A PORTION OF SECTION 6 AND A PORTION OF THE NORTH ONE-HALF OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

NOTES:

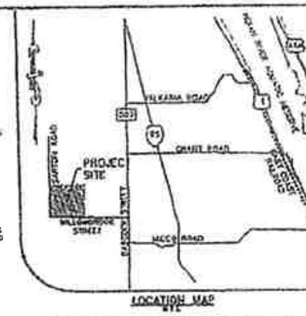
[illegible]

TRACT AREA SUMMARY

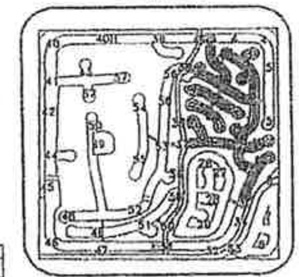
[illegible]

TRACT AREA SUMMARY

[illegible]



LOCATION MAP



KEY MAP

DESCRIPTION OF PROPERTY:

[illegible]

LEGEND

RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
PCP = [illegible]
S.S. = SANITARY SEWER

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.

PLAT BOOK ___ PAGE ___

SHEET 1 OF [illegible]

SECTIONS 5 AND 8, TOWNSHIP 30 S, RANGE 37 E

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, ___________ a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 1

[illegible]

IN WITNESS WHEREOF, ___________ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

By: ___________

WITNESS: ___________ SEAL

WITNESS: ___________

STATE OF FLORIDA COUNTY OF BREVARD

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC ___________ SEAL

My Commission Expires: ___________

CERTIFICATE OF SURVEYOR

[illegible]

___________ Florida License Number [illegible]

LESLIE E. NOWARD
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #[illegible]
Melbourne, FL [illegible]

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part I, Florida Statutes.

___________ Florida Registration Number [illegible]
Craig S. [illegible], Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this ___ day of ___________ 20___ the City Council of the City of Palm Bay, Florida approved the foregoing plat.

___________ Mayor

ATTEST: ___________ City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part I, Florida Statutes, and was filed for record on ___________ at ___________ File No. ___________

___________ Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST:

ROLLING MEADOW LAKES - PHASE 2

BEING A RE-PLAT OF TRACT T AND TRACT UU, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT T AND TRACT UU, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING & BEING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°17'20"E, AS PER THE RECORDED PLAT OF ROLLING MEADOW LAKES - PHASE 1.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT ZZ(B) AND TRACT ZZ(D), FOR THE INSTALLATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF UTILITIES AND RELATED APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. NOTE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT 10' OF ALL LOTS AND TRACTS, ABUTTING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY A 10' WIDE PUBLIC UTILITY EASEMENT UNLESS OTHERWISE INDICATED, A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PUBLIC DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. FOR THE PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., BRIGHTHOUSE CELL AND CITY OF PALM BAY (+ CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDERS).
5. SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY AND DITCH MAINTENANCE EASEMENT OF RECORD ALONG SUCH SIDE LOT LINES EXISTS. ANY SIDE LOT LINE EASEMENTS RECORDED SHALL BE LOCATED ONLY ALONG AND ADJACENT TO THE SIDE BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT ZZ(B) AND TRACT ZZ(D)) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHALL ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION SHOWN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(9).
10. LAKE AND TRACTS ABUTTING EXISTING AND PROPOSED SHOWN WATER LAKES, FLOW WAYS, WETLANDS AND ANY OTHER FEATURES ENCOMPASSED DEPENDENT TO THIS PLAT SHALL NOT MAKE REPRESENTATIONS WITH RESPECT TO ANY DRAINAGE FEATURES, WETLANDS OR WILDLIFE HABITATION TO ANY DRAINAGE POINTS OR LAKES, DRAINAGE STRUCTURES OR PRESERVE LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FEATURES.
11. AN EASEMENT IS HEREBY CREATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH G FOR DRAINAGE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND ALL LOTS AND PARCELS HEREAFTER DEVELOPED THEREON.
12. TRACTS H, I & J SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, IRRIGATION FACILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL OR PATHWAY AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. RESTRICTIONS AND RELATED AGREEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. NOTE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN GRAPHICALLY OR DESCRIBED OR NOTES HEREON ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM WATER, STORM STRUCTURES OR ASSOCIATED STORM WATER ENHANCEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL DIMENSIONS ARE EXACT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY TABLE

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY
LA(A)	0.18	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(B)	0.29	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(C)	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(D)	0.05	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(E)	0.05	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSION AND/OR ASSIGNS
ZZ(B)	4.30	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(D)	1.32	RIGHT-OF-WAY	CITY OF PALM BAY

LEGEND:
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
PED = PEDESTRIAN

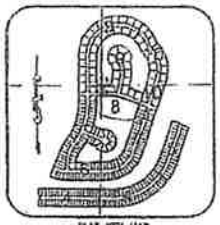
ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NON RADIAL
A.E.U.	ACCESS / ELECTRICAL / UTILITY
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	DELTA ANGLE
E	EAST
FD	FOUND
ID#	IDENTIFICATION NUMBER
N	NORTH
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
P.D.E.	PRIVATE DRAINAGE EASEMENT
S	SOUTH
W	WEST
#	CHECK LUGS (PER PLAT & BOUNDARY KEY MAP)
——	SECTION LINE
----	FRACTIONAL LINE
- - -	CENTER LINE OF ROAD
——	EASEMENT LINE

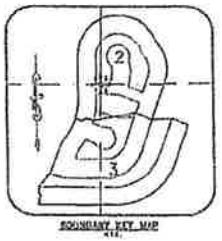
SURVEY SYMBOL LEGEND

- SECTION CORNER, MARKED AS NOTED
- 1/4 SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM) - SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB1809, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP) - SET PARKER-KALON NAIL AND DISK STAMPED PCP LB1809, UNLESS OTHERWISE NOTED

LOCATION MAP
N.T.S.



PLAT KEY MAP
N.T.S.



BOUNDARY KEY MAP
N.T.S.

PLAT BOOK __, PAGE ___
SHEET 1 OF 10
SECTION 5, 6, 7, AND 8, TOWNSHIP 30 S, RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 2

do hereby dedicate said lands and plat for the uses and purposes therein expressed and reserves all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby further dedicates to the City of Palm Bay, Florida all streets and roads (same terms described on Tract ZZ(B) and TRACT ZZ(D), as other easements are hereby dedicated or granted to the public, as being the intention of the undersigned that all power companies and concerns using, owning, leasing the privately owned and maintained and that the public and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

BY: _____

WITNESS: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

BE IT KNOWN, that on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ and _____, respectively _____ and _____ Secretary of the above named corporation incorporated under the laws of State of Florida, to me known to be the individuals described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that affixed and of said corporation is duly affixed thereto; and that the Dedication is their act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last.

NOTARY PUBLIC _____ SEAL

My Commission Expires, _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____, he completed the boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE E HOWARD
B.S.E. Consultants, Inc.
202 South Harbor City Boulevard, Suite #1
Melbourne, Fla. 32901

LB - 0003195
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____
Craig S. Wilkinson, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on this ___ day of _____, 2007 the City Council of the City of Palm Bay, Florida approved the foregoing plat.

_____
Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____, at _____ M., File No. _____, and recorded in Official Records Book _____, Page _____ of the Circuit Court in and for Brevard County, Fla. ATTEST:

- THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.
CIVIL • SURVEYING • LAND PLANNING
Phone: (321) 259-5156 Fax: (321) 259-8474
2725 Judge Fran Jamieson Way, Building A, Suite 202, Viera, Florida 32940

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0153

ROLLING MEADOW LAKES - PHASE 3

BEING A RE-PLAT OF TRACTS AA, C, O, Q, AND X, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT AA, C, O, Q, AND TRACT X, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __ PAGE __ PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, LYING & BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°58'54"E.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT 22(14) FOR THE INSTALLATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF DRAINAGE AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY A 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), A 5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENT IS IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION), ITS SUCCESSORS AND/OR ASSIGNS. FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CV OF PALM BAY (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
5. SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY HAS BEEN PREVIOUSLY INSTALLED ON THE EASEMENTS, WHICH MORE THAN ONE LOT (OR PARTS OF LOTS) ARE CONSOLIDATED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS DESCRIBED SHALL BE LOCATED ONLY ALONG AND ADJACENT TO THE SIDE BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT 22(10) AND TRACT 22(11)) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(8) & 177.091(9).
10. LOTS AND TRACTS ABUTTING CANALS AND PROPOSED SEVEN WATER LAKES, FLOW WAYS, WETLANDS AND ANY SUCH FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY DRAINAGE FACILITIES, RETENTION AREAS, LAND LOCATED TO ANY DRAINAGE, POWER OR LAKES, DRAINAGE STRUCTURES OR ASSURE LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH D FOR DRAINAGE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND ALL LOTS AND PARCELS HEREAFTER DEVELOPED THEREON.
12. TRACTS _____ SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING CENTERS, IRRIGATION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL, OR PERIMETER AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. SIDEWALKS AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. THERE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN ORDINARILY OR DESIGNATED IN NOTES HEREON ARE PRIVATE. THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK__ PAGE__ PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL EASEMENTS LOT/TRACT LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
XXX	0.04	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(A)	0.13	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(B)	0.10	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(C)	0.08	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(D)	0.06	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(E)	0.11	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(F)	0.08	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(G)	0.19	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA3(H)	0.24	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LLL	0.34	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
WWW	0.07	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
NNN	0.01	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
OOO	0.11	S.S. LIFT STATION	CITY OF PALM BAY
PPP	0.14	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
QQQ	0.18	S.S. LIFT STATION	CITY OF PALM BAY
RRR	0.21	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
22(10)	4.88	RIGHT-OF-WAY	CITY OF PALM BAY
22(11)	11.38	RIGHT-OF-WAY	CITY OF PALM BAY
22(12)	3.18	RIGHT-OF-WAY	CITY OF PALM BAY
22(13)	0.36	RIGHT-OF-WAY	CITY OF PALM BAY
22(14)	2.42	RIGHT-OF-WAY	CITY OF PALM BAY

LEGEND:

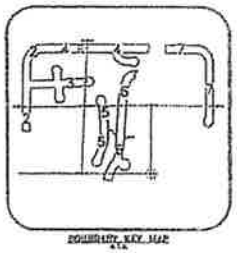
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
FPL = FLORIDA POWER & LIGHT
S.S. = SANITARY SEWER

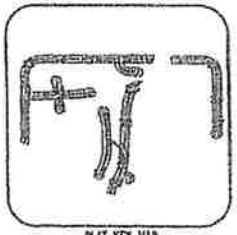
THIS PLAT PREPARED BY -

B.S.E. CONSULTANTS, INC.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LOCATION MAP


BOUNDARY KEY MAP


PLAT KEY MAP

PLAT BOOK __ PAGE __

SHEET 1 OF 3?

SECTION 5, 6, AND 7, TOWNSHIP 30 S, RANGE 37 E

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 3

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates as public utility easements as described herein to the City of Palm Bay, Florida for the perpetual use of the public, and hereby further dedicates to the City of Palm Bay, Florida all roads and roads shown hereon, described as TRACT 22(10) AND TRACT 22(11), the other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that all other easements and common areas shown hereon be privately owned and maintained and that the public and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto

By: _____

WITNESS: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ and _____ respectively _____ and Assistant Secretary of the above named corporation incorporated under the laws of State of Florida, to me known to be the individuals described therein to and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that affixed seal of said corporation is duly affixed thereto and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____, he completed the boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _5071

LESLIE C. HOWARD
B.S.E. Consultants, Inc.
372 South Harbor City Boulevard, Suite #4
Melbourne, Fla. 32901

By: _____
Licensed Professional Surveyor

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _5032

Craig S. Watkinson, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this __ day of _____, 20__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ of _____, 19__ File No. _____

_____ Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST:

Appendix0154

ROLLING MEADOW LAKES - PHASE 4

BEING A RE-PLAT OF TRACT E, H, J, AND M, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK ..., PAGE ..., PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 6 AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

PLAT BOOK ... PAGE ...

SHEET 1 OF 2

SECTION 6 AND 7, TOWNSHIP 30 S., RANGE 37 E.

DESCRIPTION OF PROPERTY:

TRACT E, H, J, AND TRACT M, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ... PAGE ..., PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, BEING A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°59'59"E.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT TE(...), FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPE AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN CONNECTION THEREWITH.
4. THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS ABUTTING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY A 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED). A 5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES (UNLESS OTHERWISE NOTED), THE PRIVATE DRAINAGE EASEMENTS ARE IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CO. OF PALM BAY LP, CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDERS.
5. SIDE LOT EASEMENTS LOCATED ALONG THE BOUNDARY OF A PARCEL DESIGNED SITE CONDO, CHANGE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE COMBINED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS DESCRIBED SHALL BE LOCATED ONLY ALONG AND ADJACENT TO THE OUTER BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT ST(S) THRU TRACT ST(...)) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PUBLIC DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND WATER EASEMENTS SHOWN ARE EXCLUSIVE ALONG LOT LINES UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN PERFORMANCE WITH FLORIDA STATUTE CHAPTER 177.091(9) & 177.091(10).
10. LOTS AND TRACTS ABUTTING ENTRANCE AND PERIMETER SIGNAL MASTER LOTS, FLOOD GATES, RETAINING AND ANY SUCH FACILITIES CONSTRUCTED THEREUNDER TO THIS PLAT SHALL NOT HAVE ON-SITE RIGHTS WITH RESPECT TO ANY DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION TO ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR AQUATIC LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN ROAD FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, UNDER AND UNDER TRACTS A THROUGH G FOR DRAINAGE PURPOSES AND THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SUCH TRACTS AND ALL LOTS AND PARCELS CREATED BY SUBDIVISION THEREOF.
12. TRACTS M, L & J, SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, IRRIGATION FACILITIES, ARBITRAGE, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL OR PERVIOUS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. ROADWAYS AND RELATED IMPROVEMENTS ARE SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHEN SAID ENTITY BECOME A HOMEOWNERS ASSOCIATION.
14. A-ONE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND ENFORCEMENT OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENT OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN COMMONLY OR DESIGNED IN ACCESS HEREON ARE PRIVATE, THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RECREATION OF ANY STORM WATER, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK ..., PAGE ..., PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL CENTERLINE LOT/PLAT LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
LA(A)	0.07	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(B)	0.06	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(C)	0.13	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(D)	0.08	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(E)	0.01	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(F)	0.08	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(G)	0.18	OPEN SPACE/PED ACCESS	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LA(H)	0.49	OPEN SPACE	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LL	0.13	OPEN SPACE	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
LM	0.17	OPEN SPACE	RML HOA, ITS SUCCESSOR AND/OR ASSIGNS
YYY	0.14	P.S. LIFT STATION	CITY OF PALM BAY
ZZ(15)	3.78	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(16)	7.79	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(17)	7.10	RIGHT-OF-WAY	CITY OF PALM BAY
ZZ(18)	8.23	RIGHT-OF-WAY	CITY OF PALM BAY

ABBREVIATIONS USED
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
FCM = FLOODMAIN
SS = SANITARY SEWER

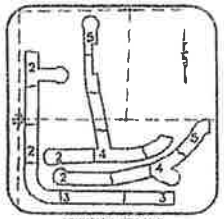
ABBREVIATIONS

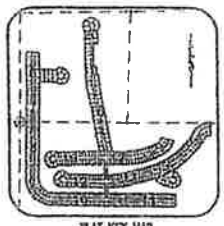
'	SECONDS/FEET
"	SECONDS/INCHES
°	DEGREES
(NR)	NOT RADIAL
AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	DELTA ANGLE
E	EAST
FD	FOUND
ID#	IDENTIFICATION NUMBER
#	NUMBER
PC	POINT OF CURVATURE
P.D.E.	PRIVATE DRAINAGE EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
S	SOUTH
W	WEST
#	SHEET LIMITS (PER PLAT KEY MAP)
——	SECTION LINE
- - - -	FRACTIONAL LINE
—·—	CENTER LINE OF ROAD
——	EASEMENT LINE

SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM), SET 4X4 CONCRETE MONUMENT WITH DISK STAMPED PRM LB1800, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP), SET PINCH-YELLOW NAIL AND DISK STAMPED PCP LB1800, UNLESS OTHERWISE NOTED

LOCATION MAP
N.T.S.


BOUNDARY KEY MAP
N.T.S.


PLAT KEY MAP
N.T.S.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 4

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described hereon to the City of Palm Bay, Florida for the perpetual use of the public and hereby further dedicates to the City of Palm Bay, Florida all streets and roads shown hereon specified as Tract ST(15) thru Tract ST(18); the other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that other easements and covenants shall run with them as private easements and restrictions and that the public and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and executed to be by the officers named below and its corporate seal to be affixed hereto

BY: _____

ATTEST: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized in the aforementioned to the State and County aforesaid, personally appeared _____ and _____ Secretary of the above named corporation known to me to be the individuals described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that official seal of said corporation is duly affixed thereto, and that the dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC SEAL

My Commission Expires, _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he _____ has completed the boundary survey of the lands shown on the foregoing plat; and that said plat was prepared under his direction and supervision and that said survey complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE E HERNDON
ESC Consultants, Inc.
211 South Harbor City Boulevard, Suite 14
Melbourne, FL 32901

LB - 0004109
(Certificate of Authorization Number)

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____
Craig S. Smithson, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this ___ day of _____, 20__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor

ATTEST:

City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____ of the _____ Day of _____, A.D. 20__ and recorded in _____ of the Official Records of Brevard County, Florida.

ATTEST: _____
Clerk of the Circuit Court in and for Brevard County, Florida.

— THIS PLAT PREPARED BY —

E.S.C. CONSULTANTS, INC.
CONSULTING • ENGINEERING • LAND SURVEYING
211 SOUTH HARBOR CITY BOULEVARD, SUITE 14
MELBOURNE, FLORIDA 32901
PHONE: (321) 676-1134
FAX: (321) 676-1135
E-MAIL: ESC@ESC-INC.COM
PROJECT NUMBER: 2000-04

PURSUANT TO THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0155

ROLLING MEADOW LAKES - PHASE 5

BEING A RE-PLAT OF TRACT Z, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5 AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT Z, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, LYING & BEING IN SECTIONS 5 AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS S89°59'29"W.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT ZZZ__'S FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPE AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON CONVENIENT PATHWAYS.
4. THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND CONTIGUOUS WITH THE STREET RIGHTS-OF-WAY A 10' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT (5 FEET DEDICATED ALONG ALL SIDE LOT LINES UNLESS OTHERWISE NOTED). THE PRIVATE DRAINAGE EASEMENTS TO BE IN FAVOR OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF THIS PLAT. THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CITY OF PALM BAY FOR CABLE TELEVISION AND TELECOMMUNICATION SERVICE PURPOSES.
5. THE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE STRUCTURE OR UTILITY HAS BEEN PREVIOUSLY INSTALLED ON THE EASEMENT. SUCH WORK FROM ONE LOT OR PARTS OF LOTS THE CONSOLIDATED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS DESCRIBED SHALL BE RELOCATED ONLY ALONG AND ADJACENT TO THE SIDE BOUNDARY LINES OF THE CONSOLIDATED BUILDING SITE.
6. ALL STREETS (TRACT ZZZ(S)) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND RELOCATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA MINIMUM CHAPTER 177.091(8) & 177.091(9).
10. LOTS AND TRACTS ABUTTING EXISTING AND PROPOSED CROSS WATER LATES, FLOW WAYS, RETAINING AND ANY SUCH EASEMENT CONVEYANCE SUBMISSION TO THIS PLAT SHALL NOT HAVE IMPROVEMENTS SHOWN WITH RESPECT TO ANY DRAINAGE EASEMENT, INCLUDING WITHOUT LIMITATION TO ANY EARTHEN BERMS OR LEVEE, DRAINAGE STRUCTURES OR AGGREGATE LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED WITHIN SAID EASEMENTS.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH C FOR DRAINAGE PURPOSES AND THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SAID TRACTS AND ALL LOTS AND PARCELS HEREAFTER DEVELOPED THEREON.
12. TRACTS M, T, & A, SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, IRRIGATION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A PAVED BIKE TRAIL OR WALKWAY AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. ENTRY FEATURES AND RELATED IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNER'S ASSOCIATION.
14. THERE IS HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND DRAINAGE REPAIR OVER ALL PRIVATE DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE INDICATED HEREON, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED OVER ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN GRAPHICALLY OR DESCRIBED BY NOTES HEREON ARE PRIVATE, THE CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK__, PAGE__, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL DIMENSIONS (OR/TRACT LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
AAAA	2.38	OPEN SPACE	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
BBB	0.07	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
CCC	0.84	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
DDD	1.83	OPEN SPACE/RECREATION	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
EEE	0.09	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
FFF	0.07	DRAINAGE/OPEN SPACE/PED ACCESS	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
GGG	1.39	OPEN SPACE	RML HOA, IT'S SUCCESSOR AND/OR ASSIGNS
ZZZ(S)	7.87	RIGHT-OF-WAY	CITY OF PALM BAY

ABBREVIATIONS:
RML HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
PED = PEDESTRIAN
ST. = SANITARY SEWER

LOCATION MAP
N.T.S.

KEY MAP
N.T.S.

PLAT BOOK __ PAGE ___
SHEET 1 OF 6
SECTION 5 AND 8, TOWNSHIP 30 S, RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 5

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements or reservations hereon to the City of Palm Bay, Florida for the purposes and to the public and hereby further dedicates to the City of Palm Bay, Florida all streets and roads shown hereon designated as Tracts ZZZ(S). No other easements are hereby dedicated or granted to the public, it being the intention of the undersigned that all other easements and common areas shown hereon be privately owned and maintained and that the public and the City of Palm Bay, Florida have no right or liability thereto.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

By: _____

WITNESS: _____

WITNESS: _____

SEAL

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized in the aforementioned to the State and County aforesaid, personally appeared _____ and _____ respectively _____ and Assistant Secretary of the above named corporation, incorporated under the laws of State of Florida, to me known to be the individuals described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that affixed and of said corporation is duly affixed thereto; and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires, _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____, he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said survey complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is situated in Brevard County, Florida.

_____ Florida License Number _____

LESLIE E HUMPHRIES
N.E.C. Consultants, Inc.
212 South Harbor City Boulevard, Suite #1
Melbourne, Fla. 32901

LB - 0004597
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____
Craig S. Waldron, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this __ day of _____, 19__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor _____

ATTEST:

City Clerk _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____, at _____ M., in _____ Book _____ of the Public Records of Brevard County, Florida.

Clerk of the Circuit Court

- THIS PLAT PREPARED BY -

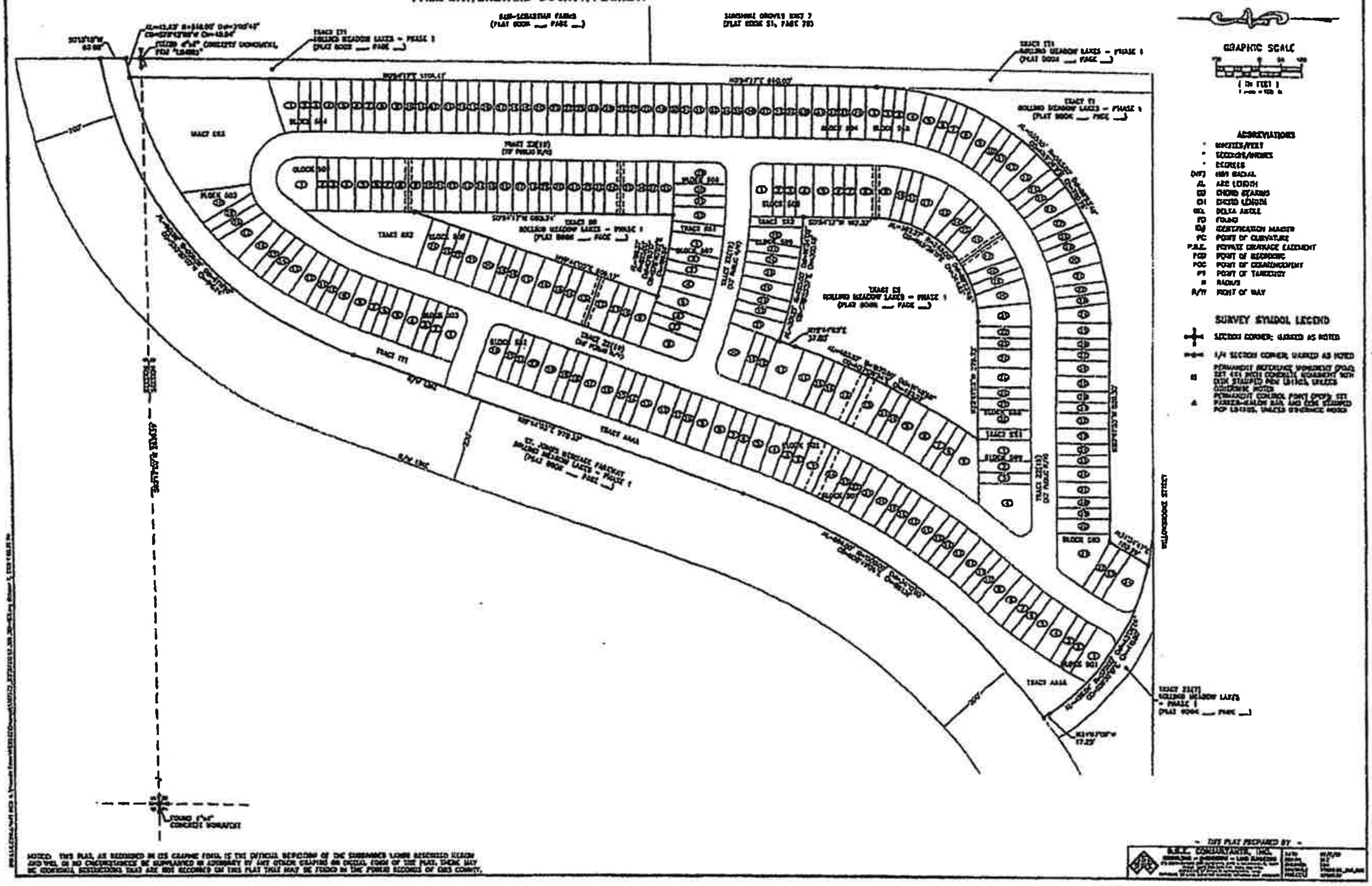
N.E.C. CONSULTANTS, INC.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0156

ROLLING MEADOW LAKES - PHASE 5

BEING A RE-PLAT OF TRACT Z, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5 AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA



Appendix0157

Rolling Meadow Lakes

Final PUD Application
Development Schedule

1. The final order will depend upon the Palm Bay Utility Department's schedule for their utility plant upgrades. Currently, the submittal allows for two different sequencing scenarios.

2. Initial construction is projected to commence ± 2 years from the date of PUD approval.

3. The duration is anticipated to be ± 8 – 10 years.

4. Open space and complimentary buildings will occur in accordance with zoning requirements, if not before.

PDD-02 C

Palm Bay

September 10, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

This letter is to officially notify you of the action taken by the City Council of the City of Palm Bay on your requests for:

1) Approval of a preliminary multi-use Planned Unit Development (PUD) to be known as Rolling Meadows Lakes; and

2) Approval of a final PUD to be known as Rolling Meadow Lakes.

The City Council approved the preliminary PUD request at its Regular Council Meeting No. 2014-18, held on August 21, 2014.

The final PUD request was approved by City Council at its Regular Council Meeting No. 2014-19, held on September 4, 2014, subject to the conditions in the Staff Report, and that final execution of the development agreement occur prior to June 30, 2015.

An additional condition of the final approval of the PUD is the recordation of the final plat with Brevard County. The mylar needs to be submitted to the Growth Management Department at 120 Malabar Road, SE, phone number (321) 733-3042, to obtain the required signatures. After the plat is recorded, one (1) reproducible and five (5) copies of the recorded plat are required to be submitted to the Growth Management Department, at the aforementioned address.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Growth Management Director, at 733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

Enclosure: Land Development Division Staff Report

Case Nos. PUD-15-2014 and PUD-16-2014

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-15-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Preliminary Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (+)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N – RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E – PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S – GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W – GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-15-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Preliminary Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. The Preliminary Development Plan (PDP) proposes 2,063 total residential units. 1,815 of these units are single family lots ranging from 55-foot wide to 100-foot wide. The remaining 248 units are to be townhomes and/or villas. Every residential property either fronts upon or has a direct view of the 600+ acres of lakes that are provided throughout the community. Roughly 51 acres of land in the SE portion of the property is being designed to accommodate commercial and institutional development that serves the residents of Rolling Meadow Lakes, as well as future landowners adjacent to the development.

2. As stated above, this project includes over 600 acres of lakes that are inter-connected and provide both stormwater treatment/retention and some limited recreation for the property owners. Several "pocket" parks and two (2) main recreation areas are provided upon a total of 12 acres of land. The larger of the two main areas will contain a basketball and racquetball court; multiple tennis courts; an open, multi-purpose field; an observation pier

and floating dock; an exercise room; several pavilions and a possible restaurant. The abundance of open space and lake amenities create a low-intensity development of only 1.5 units per acre which complies with the cap set by Ordinance No. 2005-51.

3. In order to receive Preliminary Planned Unit Development approval, the proposal must meet the twelve (12) requirements (Items A – L) of Section 185.065 of the City of Palm Bay's Code of Ordinances. A review of the submitted plan and supporting documents finds the project to be in substantial conformance with these requirements.

4. Larger scope items, such as access to and from the project and the provision of utilities, will be addressed in the Final PUD staff report. This will include the requirement of such items as an updated Traffic Study and Development Agreements addressing off-site Public Improvements to ensure the provision of basic subdivision necessities.

5. Comprehensive Plan Future Land Use Map amendments will be required prior to approval of the multiple family residential, commercial, and possibly the institutional use developments that are conceptually shown on the PDP. The western area of the site, approximately 165 acres, is located in a Special Flood Hazard Area. Any properties located in this area that are intended for development must apply for a FEMA MT-1 CLOMR-F. A copy of the approved FEMA permit will be required prior to issuance of a Certificate of Completion for any improvements made within this area, including any roadways.

STAFF RECOMMENDATION:

Case No. PUD-15-2014 is recommended for approval, subject to the staff comments contained in this report.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (+)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:

N -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes

E -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes

S -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes

W -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014
AUGUST 6, 2014

BACKGROUND:

1. The property is located South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east. The subject property totals approximately 1,376.23 acres.

2. The current zoning is GU, General Use and AU, Agricultural Residential; both of which are Brevard County zoning districts. The land contained within this request is bordered by GU and AU zoning to the south, east and west. To the north (across Melbourne-Tillman Canal No. 38) is RS-2 zoning, with sporadically developed properties. Farm Land exists to the south, east and west and there are a few single family homes as well.

3. The property was annexed into the City from unincorporated Brevard County on August 4, 2005 (via Ordinance No. 2005-36). Subsequently, the City's Comprehensive Plan Future Land Use Map was amended on August 30, 2005 to designate the land as Single Family Residential Use (via Ordinance No. 2005-51). A maximum density "cap" of two (2) units per acre was placed upon the land use amendment. City Council previously approved a Preliminary PUD for this property on October 20, 2005. However, the developer did not secure Final PUD approval within the allotted time and that approval is null.

4. Final Planned Unit Development (PUD) approval is requested for a multi-use, planned development to be called Rolling Meadow Lakes PUD. This development consists of various sized single family residential lots, townhome development, and commercial and institutional uses. The applicant for this request is Andy Machata, President of Rolling Meadow Ranch, Inc. The applicant has also submitted a Final PUD request.

ANALYSIS:

1. As stated in the staff report for the preliminary PUD request, the submitted PDP proposes 2,063 total residential units. 1,815 of these units are single family lots and the remaining 248 units are to be townhomes and/or villas. However, the PDP indicates that 50.7 acres of land in the SE portion of the site is to be set aside for future commercial and institutional development. Upon review of the submitted plats, the final phase of development (Plat 5) indicates that this area will be developed into what appears to be townhome lots. This is inconsistent with the PDP and will need to be addressed by the applicant.

2. The City does not necessarily require a total of 50 acres be designated for commercial uses, however, there should be some allotment of area provided for non-residential uses that could allow a church, daycare, retail or other use that supports residential development. The approval of Plat 5 would thus appear to only provide 1.96 acres of commercial area, which is found in the vicinity NW of the intersection of the Parkway and Lowry Blvd.

3. The Dedication Table on Sheet 1 of the Rolling Meadow Lakes Plat One lists thirteen (13) separate tracts of land for "Future Development". No lots or roadways are provided within this plat for those tracts. Subsequent plats show these tracts to be subdivided into lots and private streets are also shown. However, staff recommends that the language for these tracts be revised to indicate which Phase of development corresponds to each tract.

4. The Phase One Plat dedicates the Parkway to Brevard County, as well as Tract ZZ – which appears to be a connector road from the Parkway to Willowbrook Street. Both of these roadways shall be dedicated to the City of Palm Bay. Tracts ZZ (1-6), which will be the extension of Lowry Boulevard from its terminus in Port Malabar Unit 25 south to the Parkway, shall be established as road right-of-way, not a Tract. In addition, there are four (4) Tracts (JJ, R, YY, FF) that bisect Lowry and have been created for the bridge sections. These tracts shall also be established as right-of-way. Lowry shall be dedicated to the City.

5. The PDP provides two (2) connections from this project to an existing road running along the western boundary, called Sartori Avenue. These connectors are further provided in Phase 3 & 4. Approval from the owner of this private road shall be obtained prior to recordation of the plat that contains these connecting roadways.

6. There are two (2) primary recreation areas provided on the PDP and are shown on the Plat as Tracts BB and L. Neither of these tracts is contained within the Phase One Plat. In order to ensure that recreation amenities are provided commensurate with development, staff recommends that the improvements within Tract BB are constructed at the beginning of Phase Two construction. The larger Tract L, with the greatest development of amenities shown in the PDP, shall be constructed at the beginning of Phase 4.

7. This project will be required to pay its Proportionate Fair Share costs to off-set the impacts of this development on the surrounding road network. Additionally, the following list of is required of this project and will be conditions of approval:

   1. Development Agreement(s) establishing the off-site road improvements, as well as the road improvements and sidewalks within the project boundaries.

   2. Development Agreement(s) establishing the Utilities improvements including the size of water & sewer lines, the direction by which they will be brought to the site, the extent to which they may be extended off-site, and possible contributions towards a future Waste Water Treatment Plant that was approved within the South Regional Treatment Facility.

   3. Submission of an updated traffic study and a schedule of construction that matches the phases of development. All temporary roadway, drainage and utility termination per phase shall be designed to meet the current land Development Regulations of the Palm Bay Code of Ordinances. The phasing plan shall be designed to be independent of future construction and stand alone in the event that the project stalls or is discontinued.

STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.

8702.02 O

Palm Bay

June 19, 2014

Mr. Andrew Machata
Rolling Meadow Ranch, Inc.
3060 Airport West Drive
Vero Beach, FL 32960

Dear Mr. Machata:

Enclosed is a certified copy of Resolution No. 2014-16, vacating a portion of the San-Sebastian Farms Plat, which property is located in the vicinity north of Willowbrook Road, west of Babcock Street.

The City Council approved the resolution at Regular Council Meeting No. 2014-12, held on June 5, 2014.

If you should have any questions or require any additional information, please contact my office at (321) 952-3414.

Sincerely,

CITY OF PALM BAY

for Alice Passmore, CMC
City Clerk

tmj

Enclosure: Resolution No. 2014-16

Case No.: VP-1-2014

Legislative Department
120 Malabar Road SE • Palm Bay, Fl 32907-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org

RESOLUTION NO. 2014-16

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING A PORTION OF THE PLAT KNOWN AS SAN-SEBASTIAN FARMS, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rolling Meadow Ranch, Inc. has petitioned the City of Palm Bay to vacate and abandon a portion of the recorded plat of San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, and

WHEREAS, petitioner has complied with the requirements of Chapter 177.101 (3) and (4), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. A portion of the plat known as San-Sebastian Farms, as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida, legally described as follows:

> The west ½ of Section 5 and the northwest ¼ of Section 8, Township 30S, Range 37E, Brevard County, Florida,
>
> Less and except the following described parcel of land:
>
> Commence at the southwest corner of the northwest ¼ of said Section 8, as the Point of Beginning of the parcel of land herein described. Thence run N 00°40'19" E along the west line of said Section 8 a distance of 287.00 feet; thence run s 89°41'55" e to the north-south quarter Section line of said Section 8; thence run S 00°54'17" W along said north-south quarter section line, a distance of 247.00 feet to the southeast corner of the northwest ¼ of said Section 8; thence run S 89°26'11" W a distance of 2646.61 feet to the Point of Beginning; containing 460.58 acres, more or less;

is hereby vacated and abandoned and the City Council does hereby release, renounce, and disclaim any right of the City of Palm Bay and the public in and to the land lying within

"CERTIFIED COPY"

the confines thereof, and the City of Palm Bay does hereby relinquish any and all right, title, and interest, to the above portion of the recorded plat of San-Sebastian Farms.

SECTION 2. This Resolution shall take effect immediately upon the enactment date.

This Resolution was duly enacted at Meeting No. 2014-12, of the City Council of the City of Palm Bay, Brevard County, Florida, held on June 5, 2014.

William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

Applicant: Rolling Meadow Ranch, Inc.
Case No.: VP-1-2014

cc: 06-06-14 Applicant
Case File
B.C. Recording

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original on file in the office of the City Clerk of Palm Bay, Brevard County, Florida. WITNESS my hand and the official seal of the City of Palm Bay, this 17th day of JUNE, 2014

City Clerk of the City of Palm Bay, Florida.

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: AUGUST 6, 2014
CASE #: PUD-16-2014

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: Final Planned Unit Development for Rolling Meadow Lakes PUD.

LOCATION: South of and adjacent to the Melbourne-Tillman Water Control District Canal No. 38; approximately 1.5 miles west of Babcock Street SE. Specifically, the property includes Tax Parcel 250.0 of Section 5; Tax Parcel 1.0 of Section 6; Tax Parcel 1.0 of Section 7; and Tax Parcel 250.0 of Section 8; all lying within Township 30 south, and Range 37 east.

APPLICANT: Rolling Meadow Ranch, Inc. (Andy Machata, President)

SITE DATA

PRESENT ZONING: GU, General Use and AU, Agricultural Residential (Both County Designations)

ACREAGE: 1,376.23 acres (+)

DENSITY: Proposed 1.5 Units per Acre

ADJACENT ZONING & LAND USE:
- **N** -- RS-2, Single Family Residential (across Canal No. 38); Single Family Homes
- **E** -- PUD Planned Unit Development; GU, General (Brevard County), AU, Agricultural Residential (County), and AGR, Agricultural (County); Farm Land and Single Family Homes
- **S** -- GU, General Use (Brevard County) and AU, Agricultural Residential; Containing Farm Land and a Few Single Family Homes
- **W** -- GU, General Use (Brevard County); Farm Land

WATER & SEWER: City Water & Sewer Not Currently Available, But Required

TRAFFIC COUNTS: Not Available

FLOOD ZONE: X, area outside the 500 year flood zone

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Yes; Subject to the Conditions of Ordinance 2005-51

CASE NO. PUD-16-2014 Page 1
AUGUST 6, 2014

BACKGROUND:

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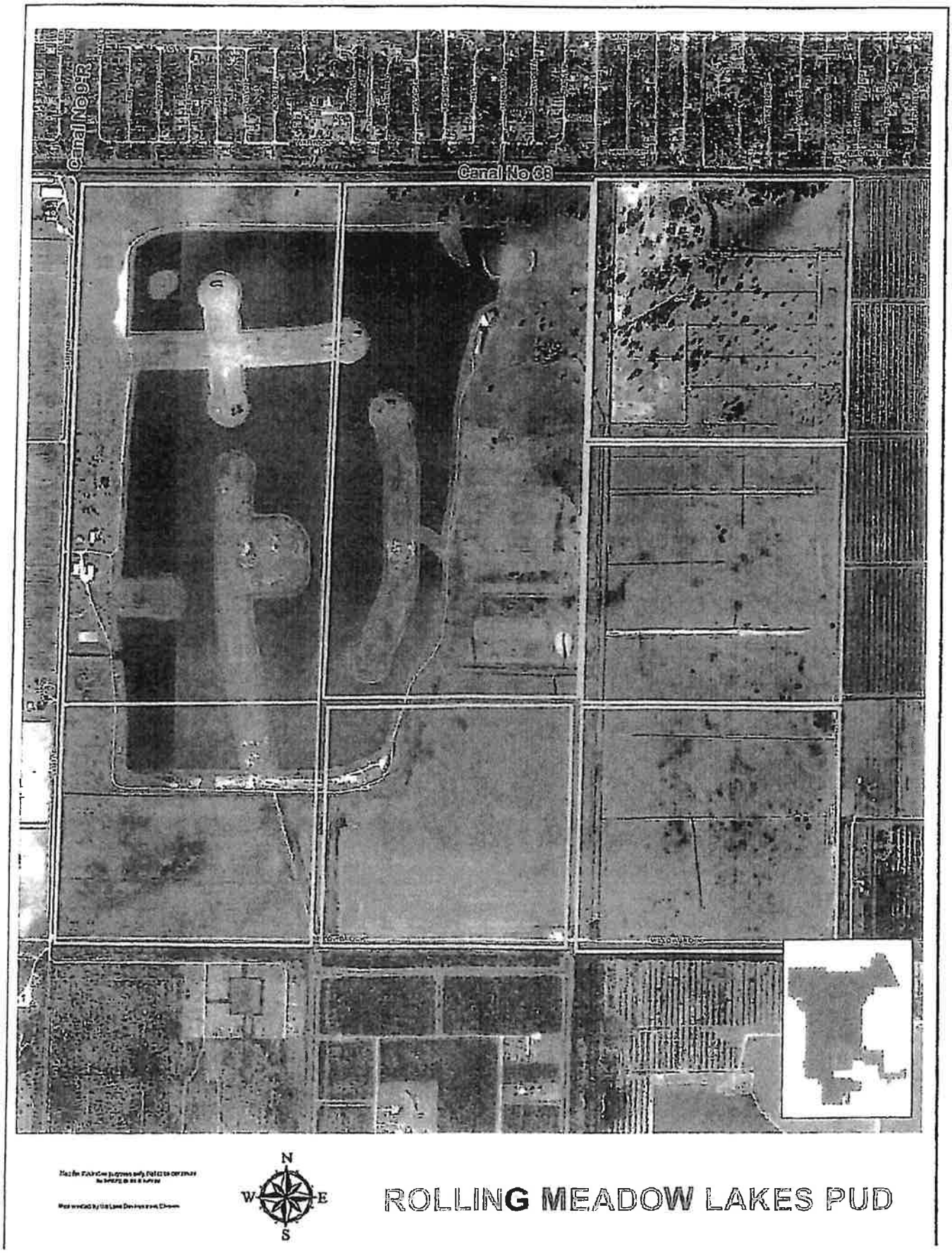
STAFF RECOMMENDATION:

Case No. PUD-16-2014 is recommended for approval, subject to the staff comments contained in this report.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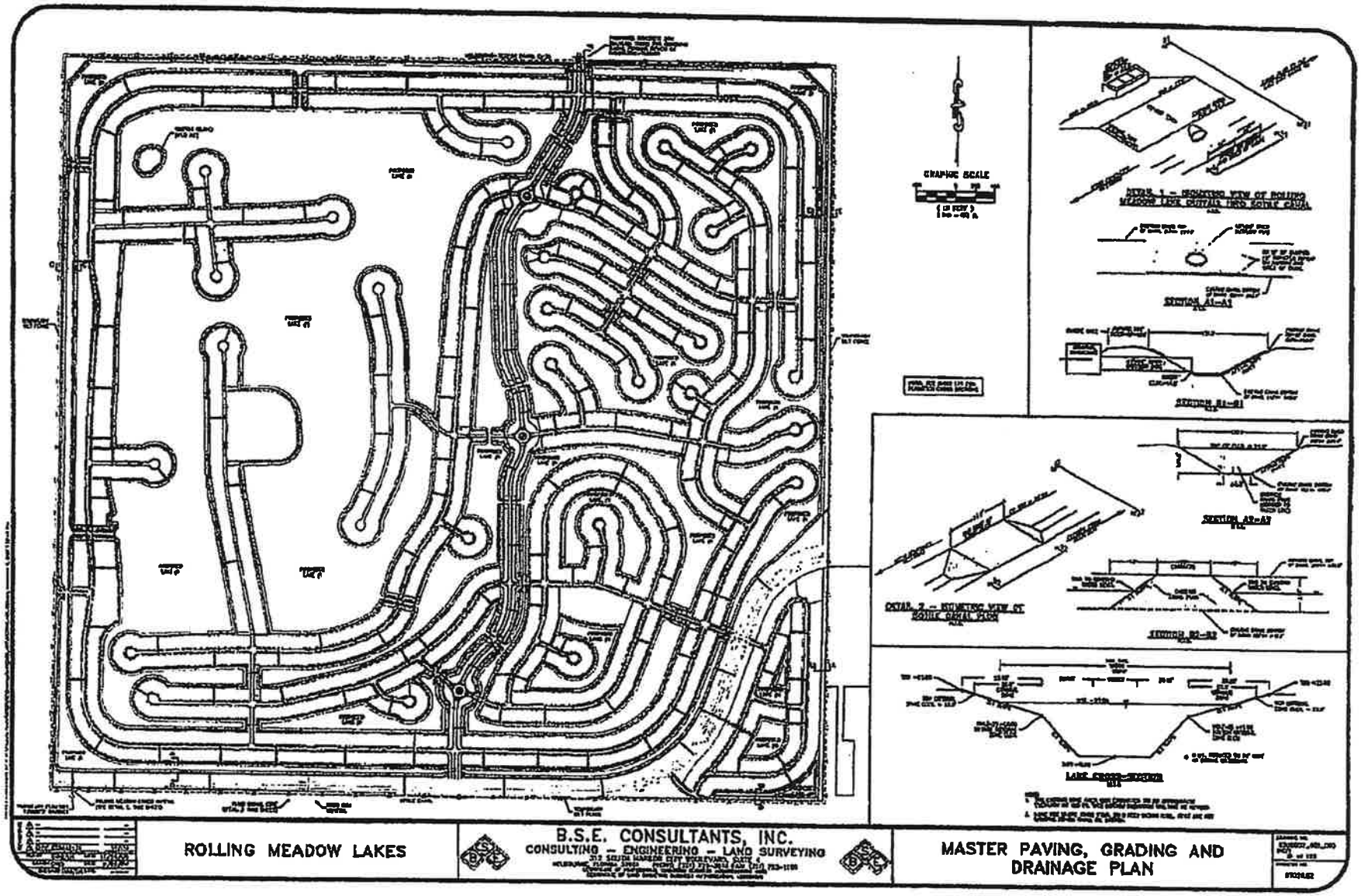
ROLLING MEADOW LAKES PUD


GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
MASTER PAVING, GRADING AND DRAINAGE PLAN

Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmbayflorida.org

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 3060 Airport West Drive

CITY Vero Beach STATE FL ZIP 32960

PHONE # (772) 299-3739 FAX # (772) 299-3789

E-MAIL ADDRESS dino2768@mac.com

2) ENGINEER Scott M. Glaubitz, PE, PLS., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE# (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Les Howard, PSM, BSE Consultants, Inc. REGISTRATION # 5611

ADDRESS 312 South Harbor City Boulevard, Suite 4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS lhoward@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION: See Exhibit A

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1376.23

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 2 OF 4

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential uses (if any), and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be properly signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $1,000.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

11) IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CITY OF PALM BAY, FLORIDA
PLANNED UNIT DEVELOPMENT APPLICATION
FINAL DEVELOPMENT PLAN
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 6-24-14

Printed Name of Applicant Andy Machata, Rolling Meadow Ranch, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

June 24, 2014

Re: Letter of Authorization

As the property owner of the site legally described as See attached "Exhibit A"

I hereby authorize Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.
to represent my PUD Final Development Plan application for said property.

(Signature)

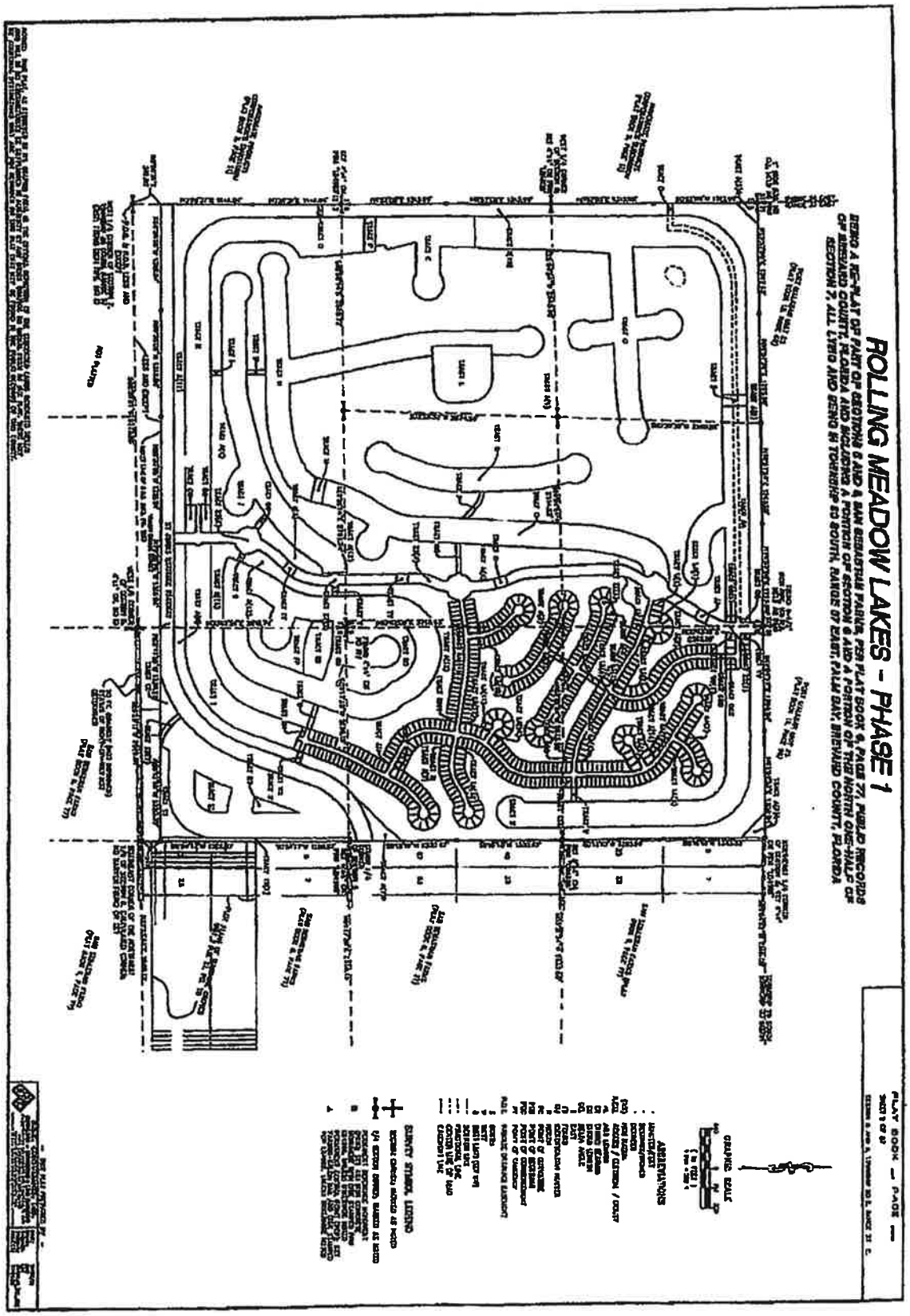
STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of June, 2014
by Andy Machata, who is personally known by me or
who has produced _____ as identification,
and who did___/did not___ take an oath.

(SEAL)

JULIE A. BERNAL
Notary Public - State of Florida
My Comm. Expires Nov 12, 2016
Commission # EE 220935
Bonded Through National Notary Assn.

Julie A. Bernal
Notary Public
Serial No. EE 220935
My commission expires 11-12-16


ROLLING MEADOW LAKES - PHASE 1
BEING A RE-PLAT OF PART OF SECTIONS 6 AND 8 SAN SEBASTIAN FARMS, PER PLAT BOOK 6, PAGE 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND INCLUDING A PORTION OF SECTION 6 AND A PORTION OF THE NORTH ONE-HALF OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA
PLAT BOOK ___ PAGE ___
SHEET 1 OF 2
GRAPHIC SCALE
1 INCH = 100 FEET
ABBREVIATIONS
SURVEY NOTES, LEGEND

ROLLING MEADOW LAKES - PHASE 1

BEING A RE-PLAT OF PART OF SECTIONS 5 AND 8, SAN SEBASTIAN FARMS, PER PLAT BOOK 8, PAGE 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND INCLUDING A PORTION OF SECTION 6 AND A PORTION OF THE NORTH ONE-HALF OF SECTION 7, ALL LYING AND BEING IN TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

NOTES

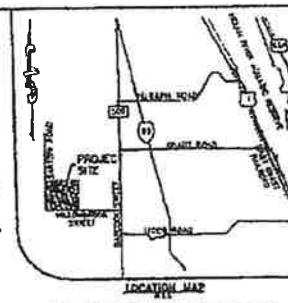
[illegible]

TRACT AREA SUMMARY

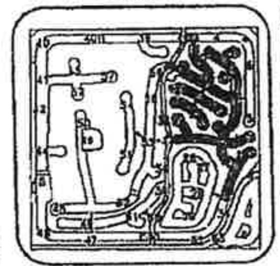
TRACT #	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
[illegible]	[illegible]	[illegible]	[illegible]

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
[illegible]	[illegible]	[illegible]	[illegible]



LOCATION MAP



KEY MAP

DESCRIPTION OF PROPERTY

[illegible]

PLAT BOOK ___ PAGE ___

SHEET 1 OF 17

DEDICATION

ROLLING MEADOW LAKES - PHASE 1

STATE OF FLORIDA COUNTY OF BREVARD

CERTIFICATE OF SURVEYOR

CERTIFICATE OF REVIEWING SURVEYOR

CERTIFICATE OF APPROVAL BY MUNICIPALITY

ATTEST

CERTIFICATE OF CLERK

ROLLING MEADOW LAKES - PHASE 2

BEING A RE-PLAT OF TRACT 'T' AND TRACT 'U', ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS SOUTH 89°[illegible] EAST.
2. ALL MAINTENANCE, AND CREATION OF PUBLIC RECORDS SHALL BE THE RESPONSIBILITY OF THE OWNER'S ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, THE CITY OF PALM BAY AND TO FPL AND PALM BAY UTILITY COMPANY, ITS SUCCESSORS AND ASSIGNS.
4. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.
5. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.
6. ALL STREETS (MEAN RIGHT-OF-WAY) ARE DEDICATED TO THE CITY OF PALM BAY, FLORIDA.
7. ALL DRAINAGE EASEMENTS SHOWN HEREON ALSO BE ACCESS EASEMENTS FOR MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED APPURTENANCES.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE NON-EXCLUSIVE ALONG SIDE LOT LINES UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
9. [illegible] SHALL BE IN ACCORDANCE WITH CHAPTER 5J-17.053(3) FLORIDA ADMINISTRATIVE CODE.
10. [illegible] SHALL BE THE RESPONSIBILITY OF THE OWNER'S ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
11. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
12. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
14. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
15. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
16. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
17. [illegible] SHALL BE THE RESPONSIBILITY OF THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

TRACT AREA SUMMARY TABLE

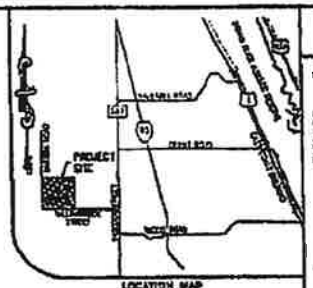
TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP AND MAINTENANCE ENTITY
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

ABBREVIATIONS

'	MINUTES/FOOT
"	SECONDS/INCH
°	DEGREES
(R/M)	RECORD/MEASURED
ARC/L	ARCHED / CURVED / LENGTH
Δ	ARC DELTA
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	DELTA ANGLE
E	EAST
FD	FOUND
ID	IDENTIFICATION NUMBER
N	NORTH
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
P.R.M.	PERMANENT REFERENCE MONUMENT
R	RADIUS
R	RADIUS
S	SOUTH
	SHEETS LOCATED (SEE SHEET 2 - BOUNDARY KEY MAP)
	SECTION LINE
	TRADITIONAL LINE
	CENTER LINE OF ROAD
	EASEMENT LINE

SURVEY SYMBOL LEGEND

	SECTION CORNER, MONUMENTED AS NOTED
	1/4 SECTION CORNER, MONUMENTED AS NOTED
■	PERMANENT REFERENCE MONUMENT (PRM), SET (O), ACCEPTABLE MONUMENT MARKED WITH CAP STAMPED "LB# [illegible]", UNLESS OTHERWISE NOTED
▲	PERMANENT CONTROL POINT (PCP), SET (O), ACCEPTABLE MONUMENT MARKED WITH CAP STAMPED PCP [illegible], UNLESS OTHERWISE NOTED



PLAT BOOK ___, PAGE ___
SHEET 1 OF 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that ___, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 2

thereby dedicates and lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as shown and noted on the face of these sheets. Further we the undersigned owner of the lands and hereby dedicate to the City of Palm Bay, Florida all streets and roads shown hereon as lands, EXCEPTING STREET AND ROAD RIGHT-OF-WAY, for their perpetual use for the purposes intended. Further we the undersigned owner of the lands and hereby dedicate to the City of Palm Bay, Florida all streets and roads shown hereon as lands, EXCEPTING STREET AND ROAD RIGHT-OF-WAY, for their perpetual use for the purposes intended.

IN WITNESS WHEREOF, ___ has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

By: _____

ATTEST: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the aforementioned to take acknowledgments, personally appeared _____ and _____, to me known to be the individuals described in and who executed the foregoing instrument on behalf of the corporation named therein and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto and that the instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that on _____, he completed the boundary survey of the lands shown on this foregoing plat; and that said plat was prepared under the direction and supervision of said land surveyor, and that said plat was in all of the requirements of Chapter 177, part 1, Florida Statutes, and that said land is situated in Brevard County, Florida.

_____ Florida License Number ____

[illegible]
[illegible]
[illegible]

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and that it is in conformity with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registered Number ____

[illegible]

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on this ___ day of _____, 200_ the City Council of the City of Palm Bay, Florida approved the foregoing plat.

MAYOR _____

ATTEST: _____
CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____ and duly recorded in Plat Book ___ on page ___ of the Public Records of Brevard County, Florida.

[illegible]

- SHEET INDEX -

[illegible]

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Appendix0183

ROLLING MEADOW LAKES – PHASE 3

BEING A RE-PLAT OF TRACTS AA, C, D, G, AND X, ROLLING MEADOW LAKES – PHASE 1 PER PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY:

TRACT AA, C, D, G, AND TRACT X, ROLLING MEADOW LAKES – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, LYING & BEING IN SECTIONS 5, 6, AND 7, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS N89°37'47"W.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE NON-EXCLUSIVE EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, INC. CITY OF PALM BAY AND ITS PRIVATE AND PUBLIC UTILITY COMPANIES OVER AND ACROSS TRACT [illegible], FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SIGNAGE AND LANDSCAPING WITHIN THE RIGHT OF WAYS/ROADS AND PEDESTRIAN WALKWAYS AND ENTRANCES IN CONNECTION THEREWITH.
4. NOTE IS HEREBY DECLARED SAID AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ADJOINING AND CONTIGUOUS WITH THE STREET RIGHTS OF WAY, A 10' PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG AND SIDE LOT LINES (UNLESS OTHERWISE NOTED) TO: THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. THE PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY EASEMENTS SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., SOUTHERN BELL AND CITY OF PALM BAY (I. CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDERS).
5. WHERE LOT EASEMENTS LOCATED ALONG THE BOUNDARIES OF A SINGLE BUILDING SITE SHALL CEASE TO EXIST WHEN TWO OR MORE LOTS, OR PARTS OF LOTS ARE USED AS A SINGLE BUILDING SITE, UNLESS A DRAINAGE EASEMENT OR UTILITY HAS BEEN PREVIOUSLY RECORDED ON THE EASEMENT, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. WHERE TWO OR MORE LOTS OR PARTS OF LOTS ARE CONSOLIDATED AS A SINGLE BUILDING SITE, THE SIDE LOT UTILITY EASEMENTS SECONDARY SHALL BE CENTERED ABOUT ANY NEWLY ESTABLISHED INTERIOR SIDE LOT LINE RESULTING FROM THE CONSOLIDATION OF THE CONSOLIDATED BUILDING SITE.
6. ALL BEARINGS (TRACT 2(OUT) THRU TRACT 2(OUT)) ARE CONCURRENT TO THE CITY OF PALM BAY, FLORIDA.
7. ALL PRIVATE DRAINAGE EASEMENTS SHOWN SHALL ALSO BE ACCESS EASEMENTS FOR THE MAINTENANCE AND REPAIR OF SUCH DRAINAGE FACILITIES AND ASSOCIATED IMPROVEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ARE CENTERED ALONG LOT LINES UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.
9. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(9) & 177.091(10).
10. LOTS AND TRACTS ADJACENT CANALS AND RESERVES SHOWN HEREON LAKES, FLOW WAYS, WETLANDS AND ANY SUCH FACILITIES CONSTRUCTED ADJACENT TO THIS PLAT SHALL ANY HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY DRAINAGE FACILITIES, PROVIDED HOWEVER LIMITATION TO ANY DRAINAGE POWER OR LAKES, DRAINAGE EASEMENTS OR ADJACENT TRACTS WHICH MAY BE CONSTRUCTED WITHIN SAID FACILITIES.
11. AN EASEMENT IS HEREBY GRANTED TO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, OVER, ACROSS, THROUGH AND UNDER TRACTS A THROUGH G FOR DRAINAGE PURPOSES AND INCLUSIVE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF DRAINAGE FACILITIES, TOGETHER WITH ACCESS IN CONNECTION THEREWITH, PERTAINING TO THE DEVELOPMENT, AND SUCH EASEMENT SHALL BE APPURTENANT TO SAID TRACTS AND ALL LOTS AND PARCELS HEREAFTER DEVELOPED THEREON.
12. TRACTS [illegible] SHALL BE RESERVED FOR OPEN SPACE, RECREATIONAL USES, LANDSCAPING BUFFERS, OPERATION FACILITIES, UTILITIES, DRAINAGE, AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL, OR FUTURE USE AND SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.
13. RECREATION AND RELATED IMPROVEMENTS ARE SHALL BE OWNED AND MAINTAINED BY ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, WHICH MAY INCLUDE A HOMEOWNERS ASSOCIATION.
14. WHERE BE HEREBY DEDICATED TO THE CITY OF PALM BAY AN EASEMENT FOR EMERGENCY ACCESS AND EMERGENCY REPAIR OVER ALL PUBLIC DRAINAGE EASEMENTS AND PRIVATE DRAINAGE TRACTS.
15. EXCEPT AS OTHERWISE RESTRICTED HEREIN, THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE RESERVED UNTO ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS FOR PURPOSES OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, REPAIR AND/OR IMPROVEMENTS OF DRAINAGE FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREIN.
16. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN CLEARLY OR DESCRIBED IN NOTES HEREON ARE PRIVATE, AND CITY OF PALM BAY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF ANY STORM PIPE, STORM STRUCTURE OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF SUCH DRAINAGE EASEMENTS AND/OR TRACTS. SUCH MAINTENANCE, REPAIR AND/OR RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, AS PER OFFICIAL RECORDS BOOK __, PAGE __, PUBLIC RECORDS OF BREVARD COUNTY.
17. ALL CURVILINEAR LOT/UTILITY LINES ARE RADIAL AND TANGENT UNLESS OTHERWISE NOTED.

TRACT AREA SUMMARY

TRACT ID	AREA (ACRES)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
[illegible]			

LEGEND:

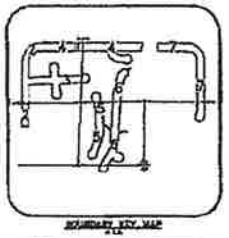
RMA HOA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
POB = POINT OF BEGINNING
P.O.B. = POINT OF BEGINNING

– THIS PLAT PREPARED BY –

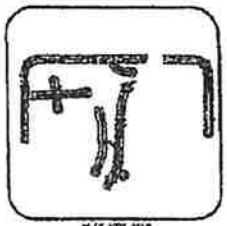
KEE CONSULTANTS, INC.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LOCATION MAP
N.T.S.



BOUNDARY KEY MAP
N.T.S.



PLAT KEY MAP
N.T.S.

PLAT BOOK __ PAGE __
SHEET 1 OF 2

SECTION 5, 6, AND 7, TOWNSHIP 30 S, RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, _____, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES – PHASE 3

hereby dedicate said lands and plat for the uses and purposes therein expressed and reserves all public utility easements as heretofore granted to the City of Palm Bay, Florida, for the purposes and to the public and hereby dedicate to the City of Palm Bay, Florida, all other easements as shown hereon, whether or not specifically designated as such, and hereby dedicate all the streets and roads shown hereon, whether or not specifically designated as such, and hereby dedicate all the other easements and rights-of-way shown hereon to the public. I hereby file dedication of the undersigned that all other easements and rights-of-way shown hereon to the public, if any, are hereby dedicated and that the public and the City of Palm Bay, Florida have no right or interest therein.

IN WITNESS WHEREOF, _____ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

BY: _____

WITNESS: _____ SEAL

WITNESS: _____

STATE OF FLORIDA COUNTY OF BREVARD

BE IT KNOWN, That on _____, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____ and _____, to me well known and known to me to be the individuals described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the purposes therein expressed and that the said corporation hereby affixed thereto is the true and official seal of said corporation and that the said dedication is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC _____ SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he has completed the boundary survey of the lands shown on the foregoing plat; and that said plat and property meet all surveying and mapping requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Florida License Number _____

LESLIE C. HOWD
K.E.E. Consultants, Inc.
2452 South Harbor City Boulevard, Suite 91
Melbourne, FL. 32901

In the absence of Authorized Signer

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and that it is in accordance with Chapter 177, Part 1, Florida Statutes.

_____ Florida Registration Number _____
Craig E. Hollander, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on this ___ day of _____, 20__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

Mayor _____

ATTEST: _____
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on _____, 20__, and duly recorded in Plat Book _____, Page _____.

_____ Clerk of the Circuit Court in and for Brevard County, Florida

ROLLING MEADOW LAKES - PHASE 4

BEING A RE-PLAT OF TRACT E, H, J, AND M, ROLLING MEADOW LAKES - PHASE 1,
PER PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING
IN SECTIONS 6 AND 7, TOWNSHIP 28 SOUTH, RANGE 37 EAST, PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF BOUNDARY

TRACT E, H, J, OR TRACT M, ROLLING MEADOW LAKES - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 6 AND 7, TOWNSHIP 28 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.

PLAT NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH END OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING ASSUMED AS SOUTH/N.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION COMPANIES WHICH MAY HAVE BEEN FRANCHISED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, FLORIDA, AND/OR ANY OTHER PUBLIC UTILITIES AS MAY BE DEEMED APPROPRIATE BY THE CITY COUNCIL, DURING THE TERM OF THE FRANCHISE AGREEMENT(S) AUTHORIZING SUCH CABLE TELEVISION COMPANY OR PUBLIC UTILITIES, PROVIDED, HOWEVER, NO SUCH EASEMENTS SHALL BE EXERCISED IN A MANNER WHICH UNREASONABLY INTERFERES WITH OR IMPAIRS THE USE OF ANY PLATTED EASEMENTS FOR THE PURPOSES FOR WHICH THEY WERE CREATED OR RESERVED.
3. A ___-FOOT WIDE EASEMENT IS HEREBY RESERVED TO EXTEND NEWLY CREATED LOTS WITH WATER SERVICE. THE CITY OF PALM BAY AND ITS FRANCHISED AND PUBLIC UTILITY EMPLOYEES SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND REMOVING SAID FACILITIES. NO BUILDINGS, TREES OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SAID EASEMENTS.
4. NOTICE IS HEREBY GIVEN THAT EACH LOT WITHIN THIS PLAT IS SUBJECT TO A DRAINAGE EASEMENT FOR THE BENEFIT OF THE CITY OF PALM BAY AND ITS FRANCHISED AND PUBLIC UTILITY EMPLOYEES FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND REMOVING SAID FACILITIES. SAID EASEMENT SHALL BE 5 FEET WIDE ALONG THE SIDE LOT LINES AND 10 FEET WIDE ALONG THE REAR LOT LINES, UNLESS OTHERWISE SHOWN. THE DRAINAGE EASEMENT IS AS SHOWN AND NOTED HEREON AND/OR AS SHOWN ON THE CONSTRUCTION PLANS FOR ROLLING MEADOW LAKES - PHASE 4, AS PREPARED BY ___, AND APPROVED BY THE CITY OF PALM BAY. THE CITY OF PALM BAY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND REMOVING ALL OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, SHRUBS, FENCES, BUILDINGS, OR OTHER IMPROVEMENTS WHICH MAY BE PLACED WITHIN THE DRAINAGE EASEMENTS BY THE OWNER OF THE LOT OR ANY OTHER PERSON. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
5. A ___-FOOT WIDE EASEMENT IS HEREBY RESERVED TO EXTEND NEWLY CREATED LOTS WITH SANITARY SEWER SERVICE. THE CITY OF PALM BAY AND ITS FRANCHISED AND PUBLIC UTILITY EMPLOYEES SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND REMOVING SAID FACILITIES. NO BUILDINGS, TREES OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SAID EASEMENTS.
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7. NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OR PLACED ON DRAINAGE EASEMENTS.
8. DRAINAGE AND UTILITY EASEMENTS SHOWN ON EXISTING PLATS WHICH ARE CROSSED BY THIS PLAT ARE HEREBY SPECIFICALLY EMPHASIZED HEREIN.
9. ALL CONSTRUCTION WITHIN THE EASEMENTS SHALL BE DONE IN ACCORDANCE WITH FLORIDA STATUTE REQUIRED STANDARDS & REGULATIONS.
10. ALL ROADS EXISTING WITHIN AND ADJACENT TO THE PLAT BOUNDARY, AND ALL ROADS PROPOSED WITHIN THE PLAT, ARE HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES. THE CITY OF PALM BAY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ROADWAYS UNTIL THEY HAVE BEEN ACCEPTED BY THE CITY COUNCIL.
11. NO STRUCTURES OR TREES SHALL BE PLACED WITHIN DRAINAGE EASEMENTS, WHICH MAY IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS. NO OBSTRUCTIONS SHALL BE PLACED IN DRAINAGE EASEMENTS WHICH WOULD ALTER THE DIRECTION OF FLOW OF WATER THROUGH THE EASEMENTS. NO OBSTRUCTIONS SHALL BE PLACED IN DRAINAGE EASEMENTS WHICH WOULD ALTER THE DIRECTION OF FLOW OF WATER THROUGH THE EASEMENTS. NO OBSTRUCTIONS SHALL BE PLACED IN DRAINAGE EASEMENTS WHICH WOULD ALTER THE DIRECTION OF FLOW OF WATER THROUGH THE EASEMENTS.
12. ALL LOTS SHALL BE SUBJECT TO THE CITY OF PALM BAY CODE REQUIREMENTS FOR RESIDENTIAL ACCESS AND DRIVEWAY SETBACKS FROM CURB AND GUTTER, PAVEMENT EDGE AND SIDEWALKS.
13. ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS SHOWN HEREON OR RECORDED IN SEPARATE INSTRUMENTS SHALL BE PERPETUALLY MAINTAINED BY THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS. THE CITY OF PALM BAY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY DRAINAGE FACILITIES WITHIN THE PLAT. THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION SHALL BE THE RESPONSIBLE ENTITY FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES WITHIN THE PLAT. THE ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION SHALL BE THE RESPONSIBLE ENTITY FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES WITHIN THE PLAT.
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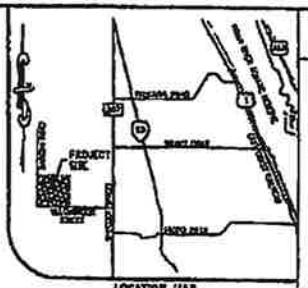
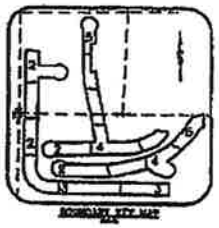
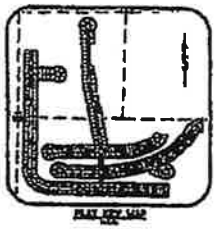
TRACT AREA SUMMARY

TRACT ID	AREA (+/-SQ.FT.)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY
LAKE(S)	5.60	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	4.28	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	0.51	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	0.84	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	0.51	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	3.56	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	0.11	WATER BODY/RETENTION	RMA, HOA, CITY, SUBDIVISION and Not Limited
LAKE(S)	0.15	OPEN SPACE	RMA, HOA, CITY, SUBDIVISION and Not Limited
TC	0.11	OPEN SPACE	RMA, HOA, CITY, SUBDIVISION and Not Limited
TD	0.11	OPEN SPACE	RMA, HOA, CITY, SUBDIVISION and Not Limited
TM	0.11	OPEN SPACE	RMA, HOA, CITY, SUBDIVISION and Not Limited
TTY	0.11	T.S. SUBSTATION	CITY OF PALM BAY
TE(S)	0.26	RIGHT-OF-WAY	CITY OF PALM BAY
TJ(S)	0.33	RIGHT-OF-WAY	CITY OF PALM BAY
TM(S)	0.26	RIGHT-OF-WAY	CITY OF PALM BAY
TE(W)	0.26	RIGHT-OF-WAY	CITY OF PALM BAY
TJ(W)	0.29	RIGHT-OF-WAY	CITY OF PALM BAY

ABBREVIATIONS:
RMA, HOA, OR SUBDIVISION = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
TC = TRACT C
TD = TRACT D
TM = TRACT M
TTY = TRACT TTY







ABBREVIATIONS:
- ' = FEET/FOOT
- " = INCHES/INCH
- @ = AT
- (R) = PLAT & DEED
- A = ARC DISTANCE
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- RD = CHORD RADIUS
- Δ = DELTA
- FD = FOUND
- ID = IDENTIFICATION NUMBER
- M = MEASURED
- POB = POINT OF BEGINNING
- P.O.C. = PERMANENT CONTROL REFERENCE POINT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PT = POINT OF TANGENCY
- R = RADIUS
- S = SOUTH
- SET = SET 5/8" IRON ROD WITH CAP STAMPED "LB 7777" OR NAIL AND DISK STAMPED "LB 7777"
- SHEET LINES (FOR PLAT KEY MAP)
- SECTION LINE
- TRACT/PARCEL LINE
- CENTER LINE OF CANAL
- EASEMENT LINE

SURVEY SYMBOL LEGEND
- ⊕ = SECTION CORNER; MARKED AS NOTED
- ⊕ = 1/4 SECTION CORNER; MARKED AS NOTED
- ■ = PERMANENT REFERENCE MONUMENT (PRM); SET 4"X4" CONCRETE MONUMENT WITH BRASS DISK STAMPED "LB 7777" UNLESS OTHERWISE NOTED
- ▲ = PERMANENT CONTROL POINT (PCP); SET 4"X4" CONCRETE MONUMENT WITH "X" AND DISK STAMPED "LB 7777" UNLESS OTHERWISE NOTED

— THIS PLAT PREPARED BY —
[illegible] SURVEYING, INC.
[illegible]
[illegible]
[illegible]

RECORDS, TITLE PLAT, AS RECORDED IN ITS RESPECTIVE FORM, IS THE OFFICIAL RECORDS OF THE SUBDIVISION SHOWN. SURVEYOR'S NOTES ARE NOT TO BE CONSIDERED AS AMENDMENTS OR ADDITIONS TO ANY OFFICIAL RECORDS OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT BOOK ___ PAGE ___
SHEET 1 OF 2
SECTION 6 AND 7, TOWNSHIP 28 S., RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that ___, a Florida Corporation, being the owner in fee simple of the lands described in

ROLLING MEADOW LAKES - PHASE 4

hereby dedicates and grants and gives the use and purpose shown, expressed and projected on all public and private improvements as described hereon, to the City of Palm Bay, Florida for the perpetual use of the public, all lands platted and shown hereon as streets, roads, avenues, lanes, parkways, alleys, walks, and other public places shown hereon for public use, as local access lanes unless stated. The utility easements are hereby dedicated in perpetuity for the construction and maintenance of public utilities, and drainage easements are hereby dedicated to the perpetual use of the public for proper purposes. I hereby bind myself and my successors and assigns to warrant and defend the title to the easements hereby dedicated, and will construct and cause the roads and lots shown hereon to conform to the grades established by the City of Palm Bay, Florida.

IN WITNESS WHEREOF, ___ has caused these presents to be signed and attested to by its officers named below and its corporate seal to be affixed hereto.

By: ___

ATTEST: ___

___

WITNESS: ___

WITNESS: ___

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME personally appeared ___, to me well known and known to be the person described in and who executed the foregoing dedication as such officer(s) of the corporation named therein, and severally acknowledged the execution thereof to be their free act and deed as such officer(s) for the uses and purposes therein mentioned, and that they have affixed thereunto the official seal of said corporation, and the said dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC: ___ SEAL

My Commission Expires: ___

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed professional surveyor and mapper in the State of Florida, does hereby certify that he ___ has completed the boundary survey of the lands shown on the foregoing plat; that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, Part I, Florida Statutes, and that said land is located in Brevard County, Florida.

___ Florida License Number ____

NAME & ADDRESS:
[illegible]
[illegible]
[illegible]

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Part 1, Florida Statutes.

___ Florida Registration Number ____
Craig A. Williams, Professional Surveyor and Mapper in and for the City of Palm Bay, Florida

CERTIFICATE OF APPROVAL BY MUNICIPALITY

Dated at ___, Florida, this ___ day of ___, 19__, the City Council of the City of Palm Bay, Florida, approved the foregoing plat.

Mayor ___

ATTEST: ___
City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, that I have examined the foregoing plat and that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record in ___ at ___ on the ___ day of ___, 19__ in the Official Records Book ___, Page ___, of the Public Records of Brevard County, Florida.

Clerk of Circuit Court for Brevard County, Florida

Appendix0185

ROLLING MEADOW LAKES - PHASE 5

BEING A RE-PLAT OF TRACT 2, ROLLING MEADOW LAKES - PHASE 1, PER PLAT BOOK ___, PAGE ___, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING AND BEING IN SECTIONS 8 AND 9, TOWNSHIP 30 SOUTH, RANGE 37 EAST
PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF PROPERTY

PLAT NOTES:

1.
2.
3.
4.
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6.
7.
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10.
11.
12.
13.
14.
15.
16.
17.

TRACT AREA SUMMARY

TRACT ID	AREA (SQUARE)	USE OF TRACT	OWNERSHIP & MAINTENANCE ENTITY

ABBREVIATIONS

RMLA = ROLLING MEADOW LAKES HOME OWNERS ASSOCIATION
R = RADIUS
P.O.B. = POINT OF BEGINNING

- SEE PLAT SHEET(S) 2 -

SURVEYOR'S CERTIFICATE

LOCATION MAP

KEY MAP

PLAT BOOK ___ PAGE ___
SHEET 1 OF 4

DEDICATION

ROLLING MEADOW LAKES - PHASE 5

IN WITNESS WHEREOF, ___ has caused these presents to be signed and attested by its officers thereto duly and its corporate seal to be affixed hereto.

By: _____

WITNESS: _____

WITNESS: _____

SEAL

STATE OF FLORIDA COUNTY OF BREVARD

BE IT KNOWN, that on _____ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ and _____ to me well known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned, and they duly affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC SEAL

My Commission Expires: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a Florida registered surveyor and mapper in the State of Florida, does hereby certify that he _____ has completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is situate in Brevard County, Florida.

_____ Date Signed _____, 20__

[illegible]
P.S.M. [illegible]
[illegible]
[illegible]

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and that said is in accordance with Chapter 177, Part 1, Florida Statutes.

_____ Date Signed _____, 20__
[illegible]

CERTIFICATE OF APPROVAL BY MUNICIPALITY

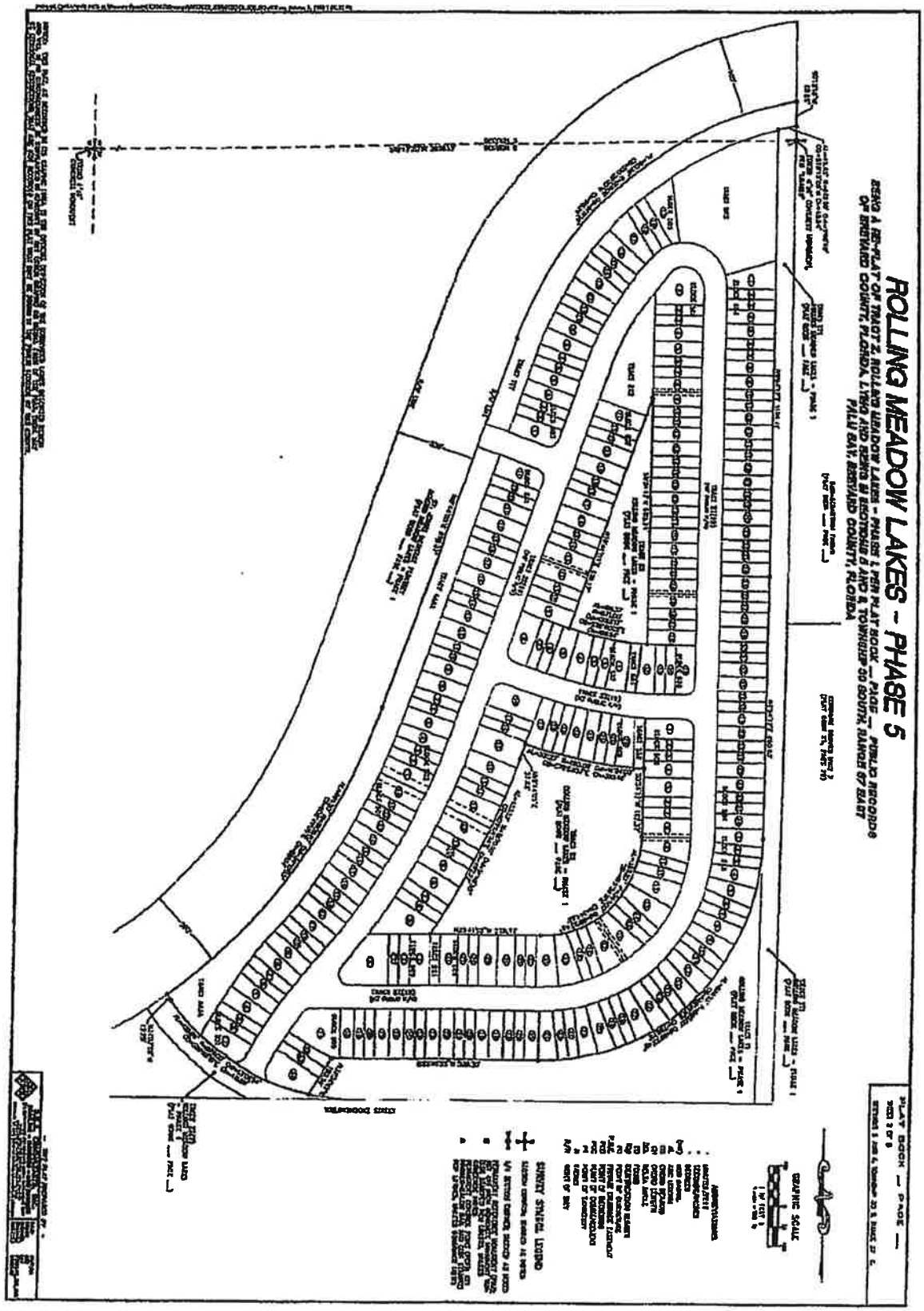
THIS IS TO CERTIFY, That on this ___ day of _____, 20__, the City Council of the City of Palm Bay, Florida approved the foregoing plat.

ATTEST: _____

CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record in _____ on _____, 20__ and recorded in Plat Book _____, Page _____ of the Official Records of Brevard County, Florida.


ROLLING MEADOW LAKES - PHASE 5
PLAT BOOK — PAGE —

Rolling Meadow Lakes

Final PUD Application
Development Schedule

1. The final order will depend upon the Palm Bay Utility Department's schedule for their utility plant upgrades. Currently, the submittal allows for two different sequencing scenarios.

2. Initial construction is projected to commence ± 2 years from the date of PUD approval.

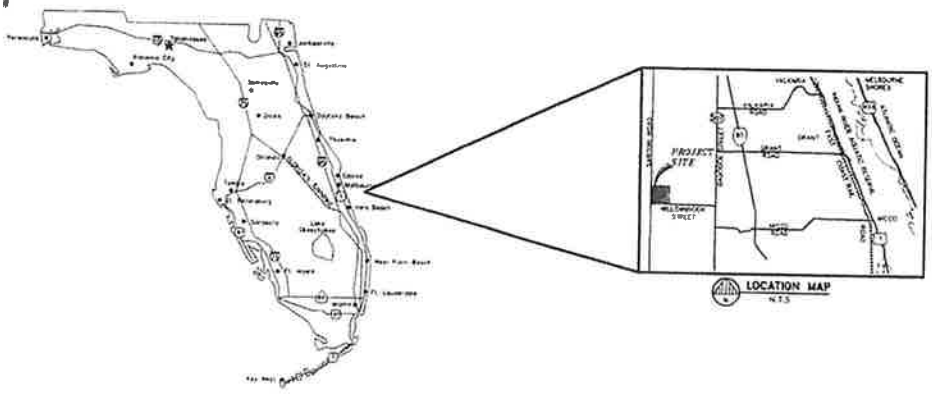
3. The duration is anticipated to be ± 8 – 10 years.

4. Open space and complimentary buildings will occur in accordance with zoning requirements, if not before.

ROLLING MEADOW LAKES

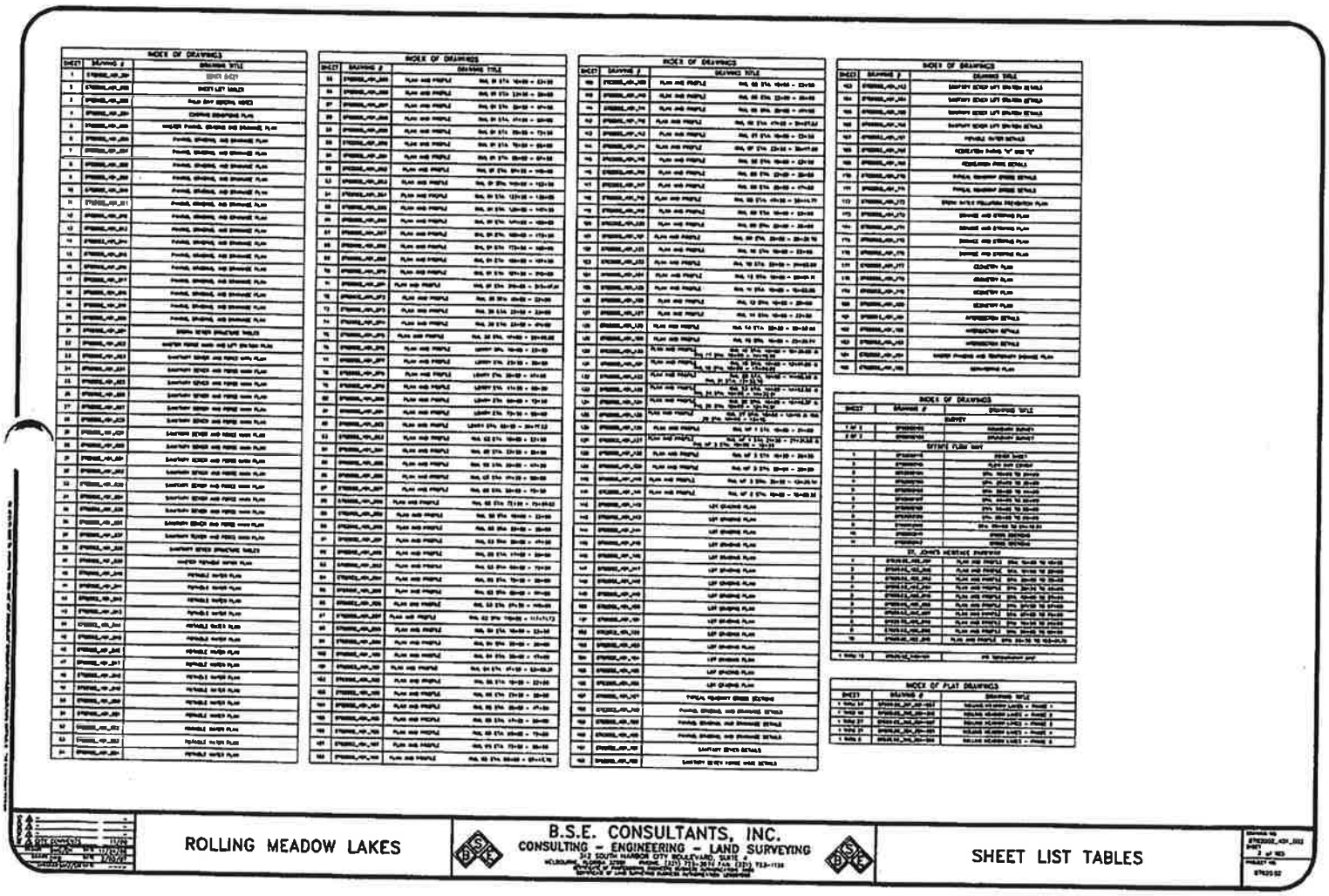
SECTIONS 5, 6, 7, AND 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST
PALM BAY, BREVARD COUNTY, FLORIDA

APPENDIX 2: RANDOM PAGES FROM 185 PAGE 2014 CONSTRUCTION PLANS SUBMITTAL TO PALM BAY



ROLLING MEADOW RANCH
ANDREW MACHATA
1400 WILLOWBROOK STREET
PALM BAY, FL 32909
PH: (321)725-2400 FAX: (321)723-2612

- PREPARED BY -
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901
PHONE (321) 725-3674 / FAX (321) 723-1158
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905


INDEX OF DRAWINGS
INDEX OF DRAWINGS
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INDEX OF DRAWINGS
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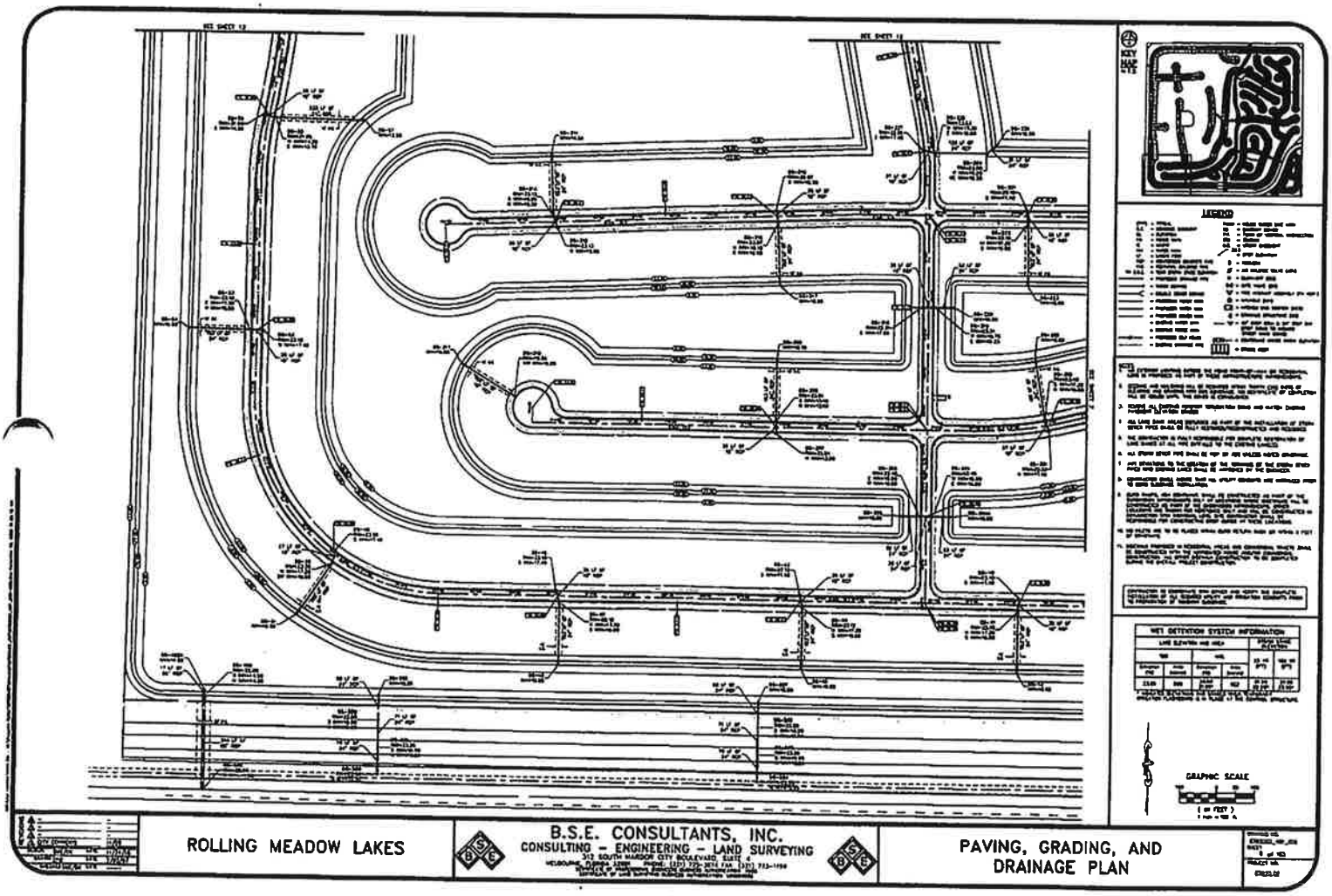
INDEX OF PLAT DRAWINGS
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
SHEET LIST TABLES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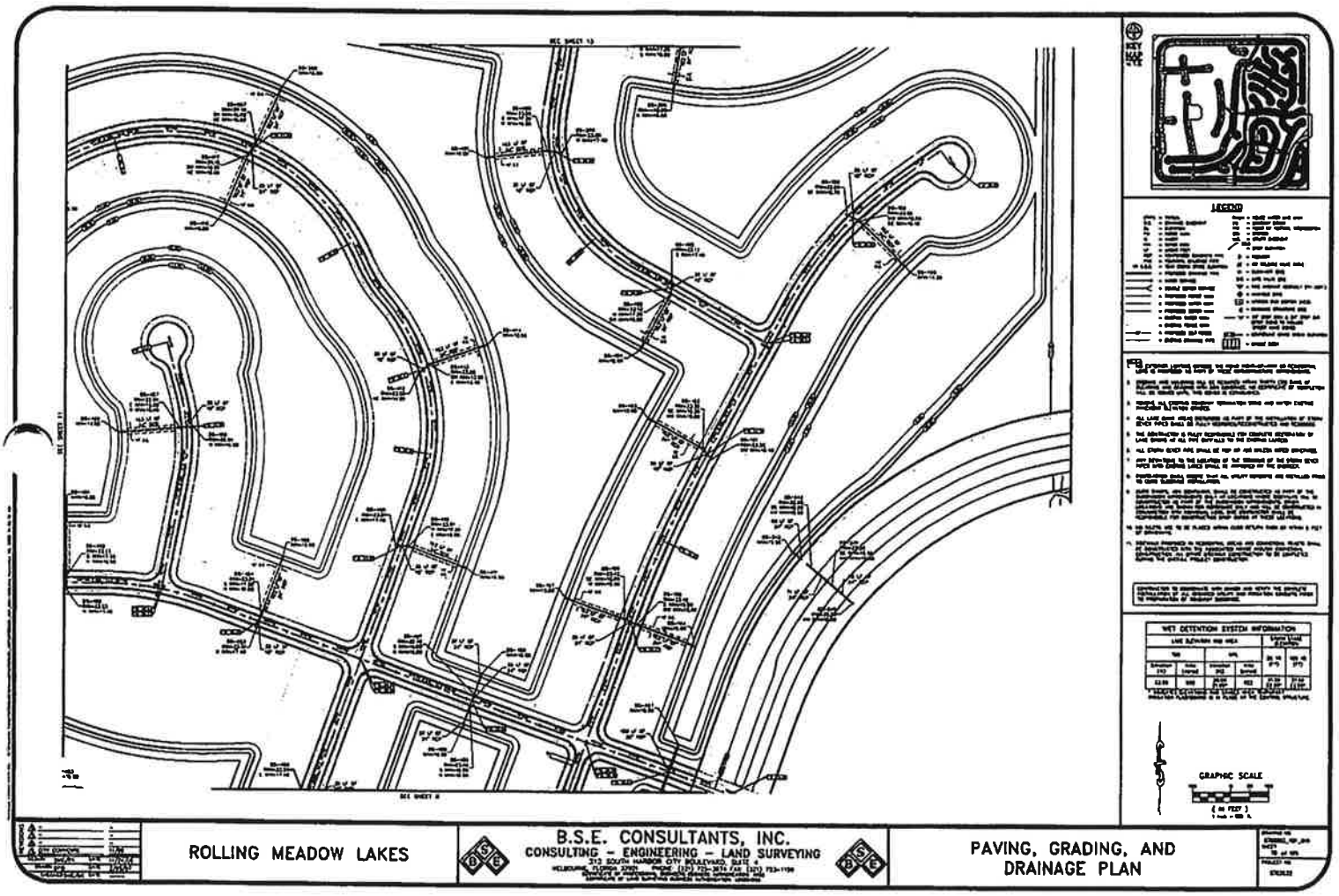
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
PAVING, GRADING, AND DRAINAGE PLAN
LEGEND
GRAPHIC SCALE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WET DETENTION SYSTEM INFORMATION
GRAPHIC SCALE
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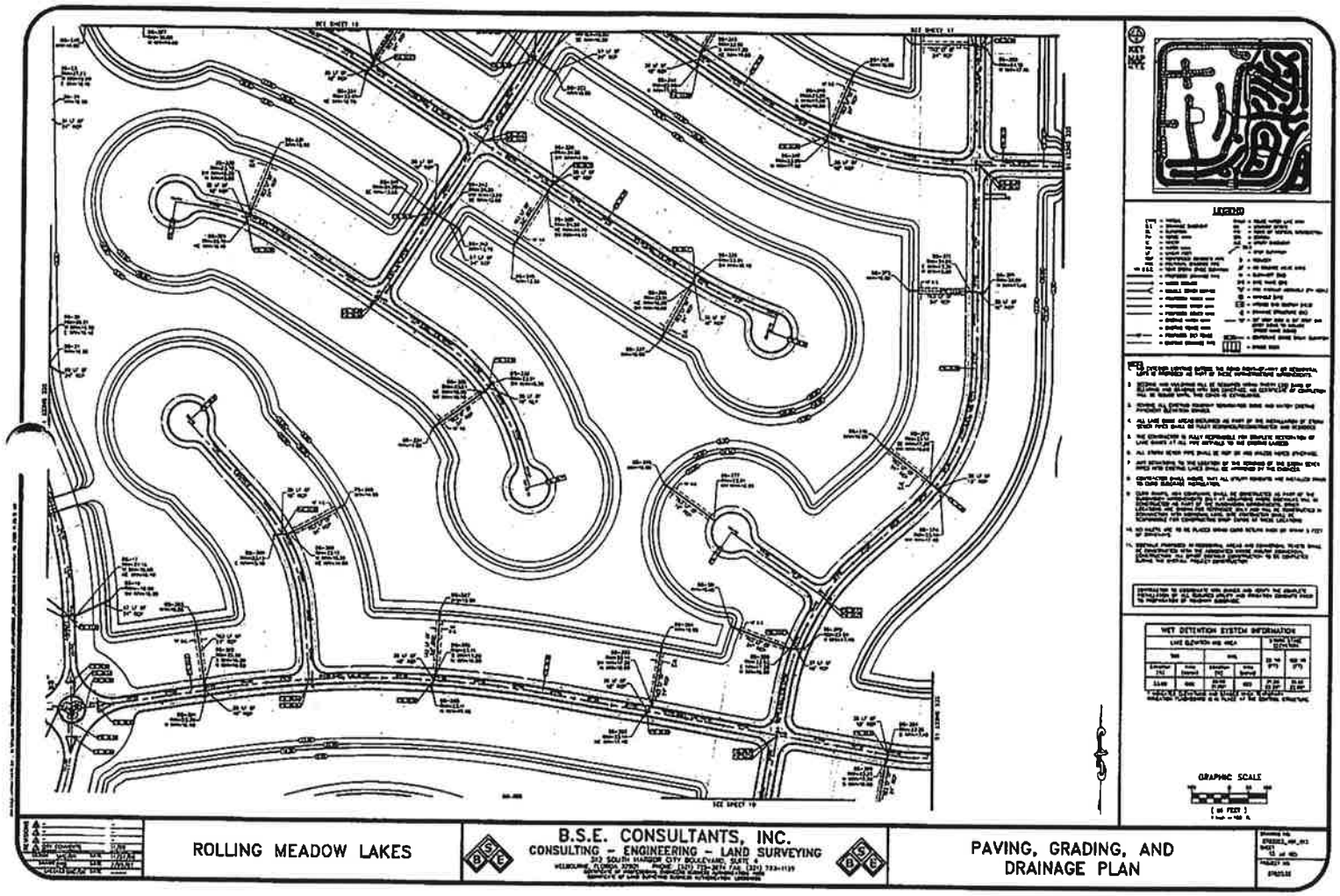
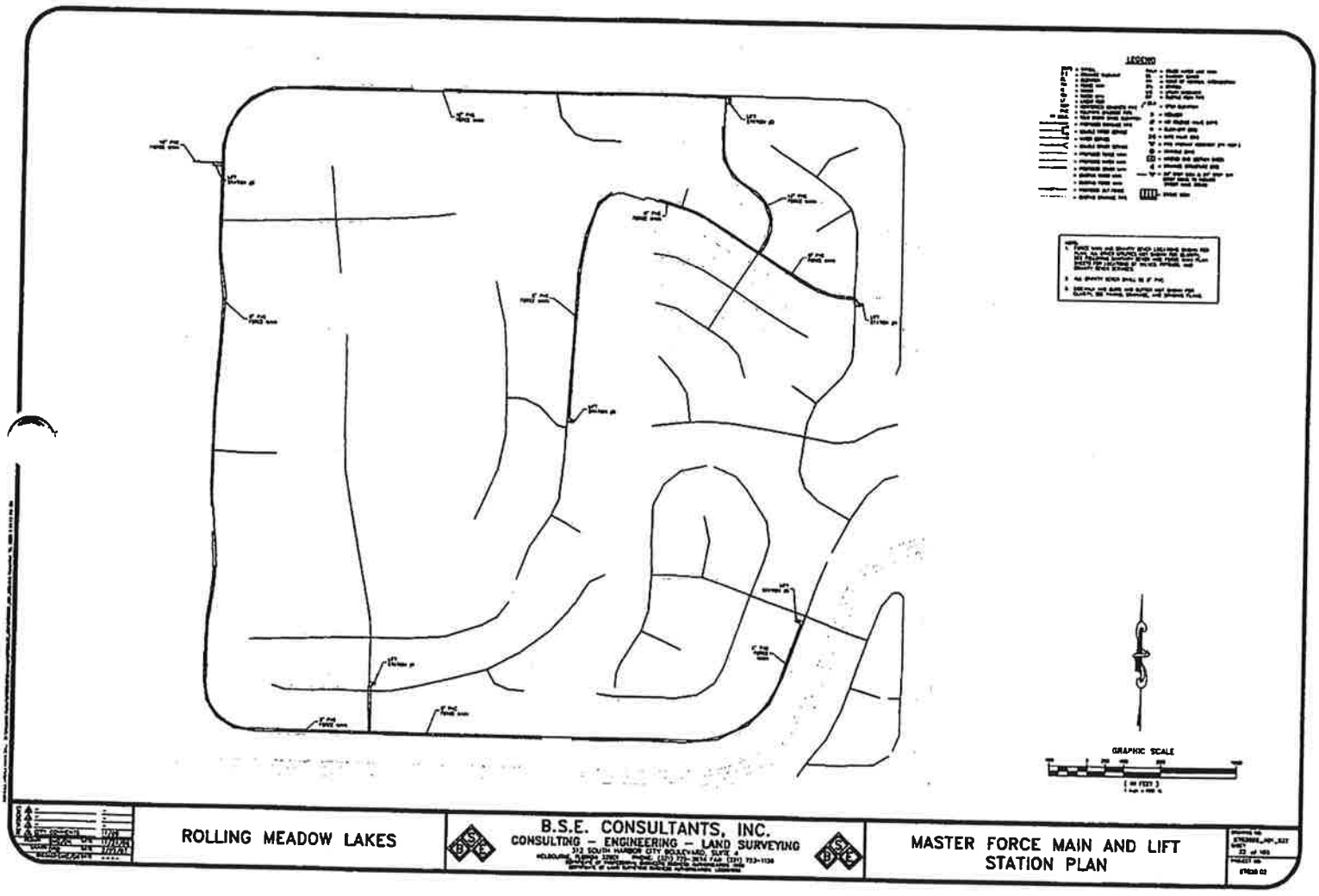
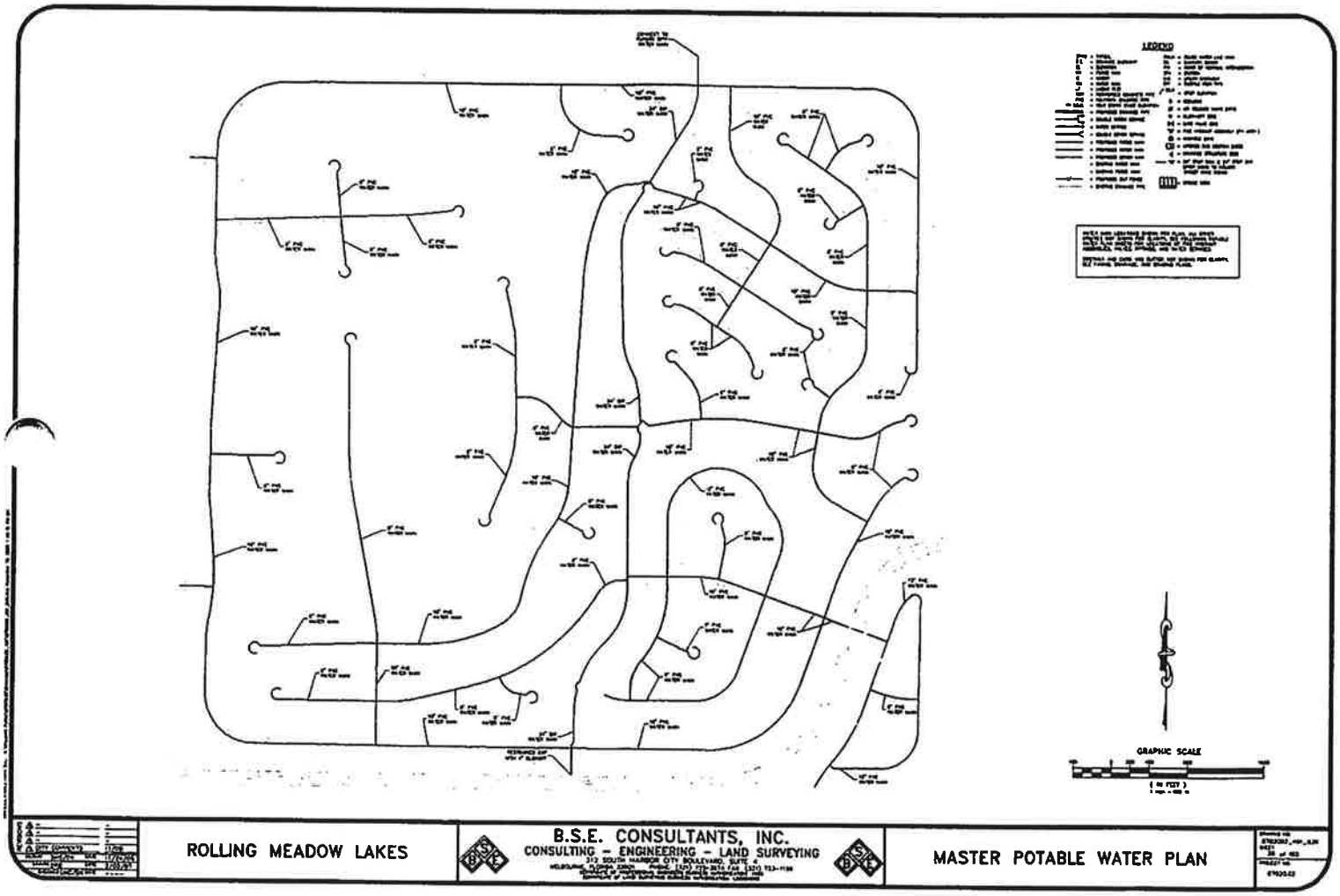
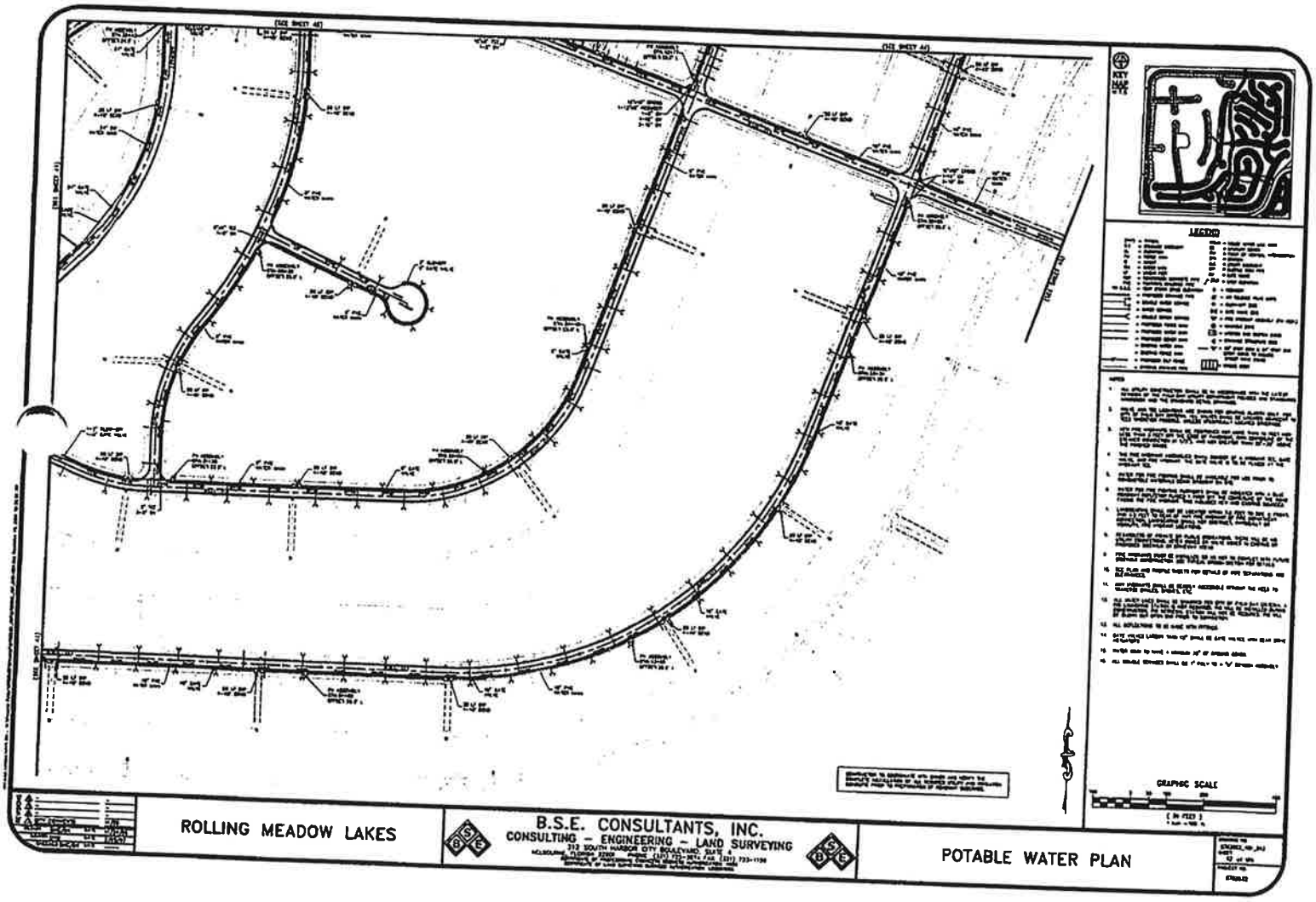
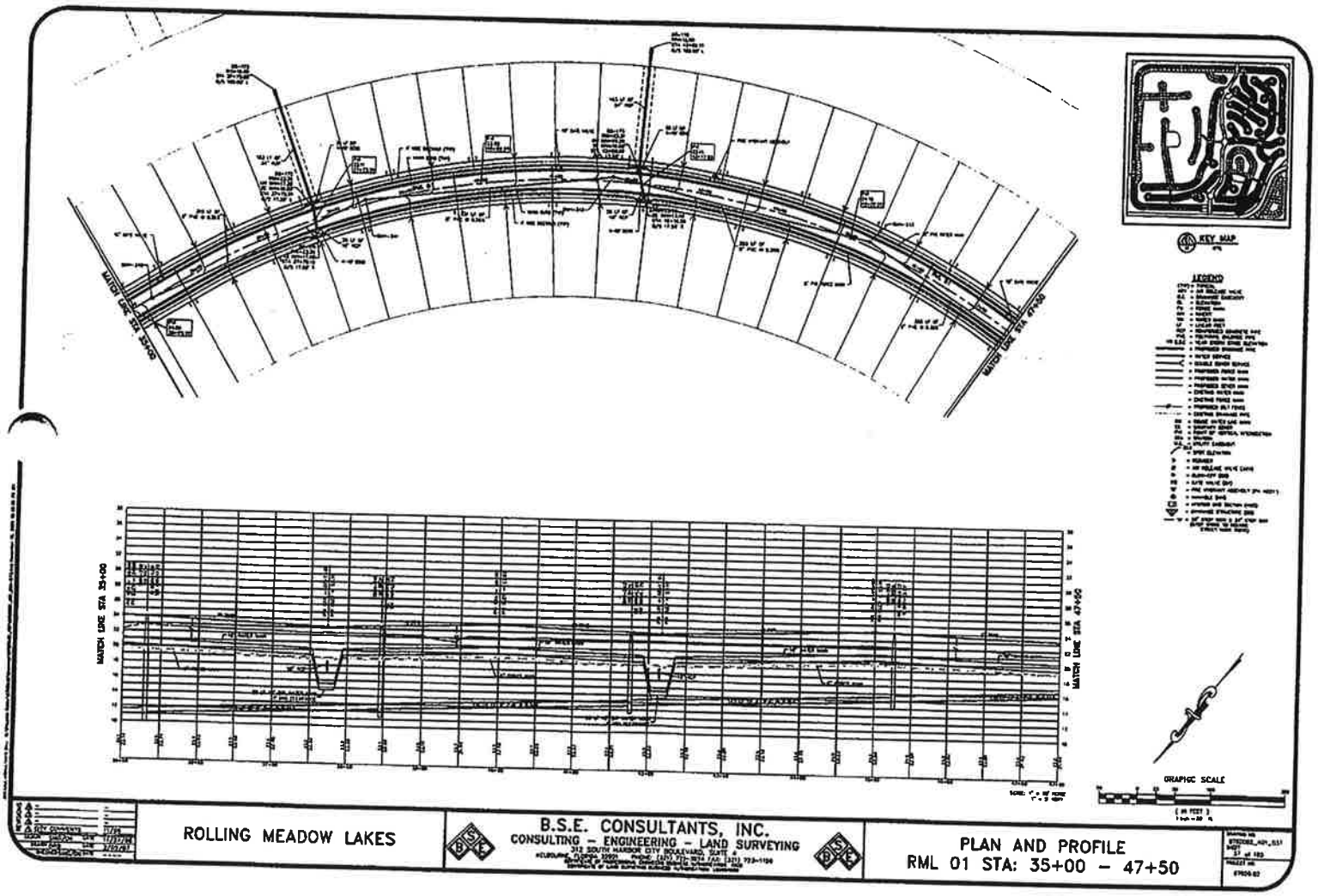
CONSULTING – ENGINEERING – LAND SURVEYING
PAVING, GRADING, AND DRAINAGE PLAN

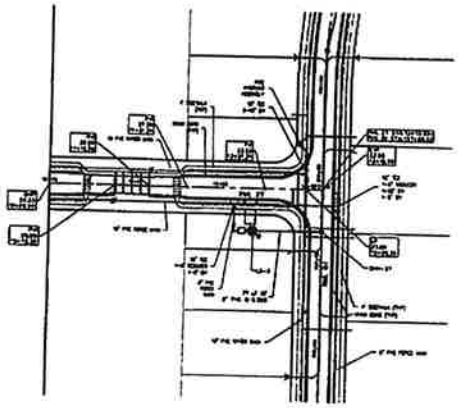

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
PAVING, GRADING, AND DRAINAGE PLAN
LEGEND
GRAPHIC SCALE

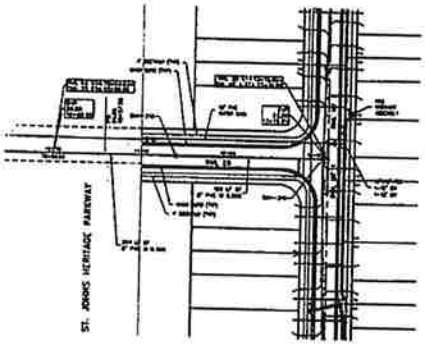

LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
MASTER FORCE MAIN AND LIFT STATION PLAN

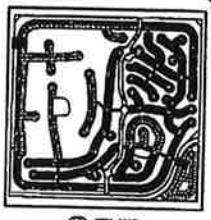

LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
MASTER POTABLE WATER PLAN

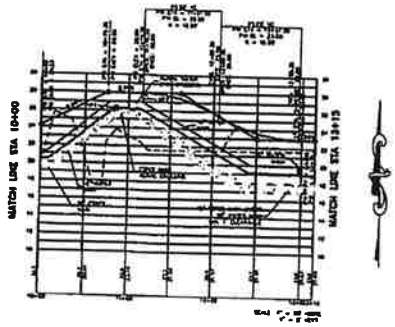

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
POTABLE WATER PLAN
LEGEND
GRAPHIC SCALE

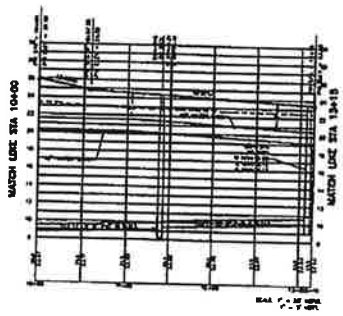

KEY MAP
LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
PLAN AND PROFILE
RML 01 STA: 35+00 - 47+50

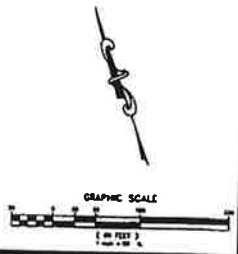








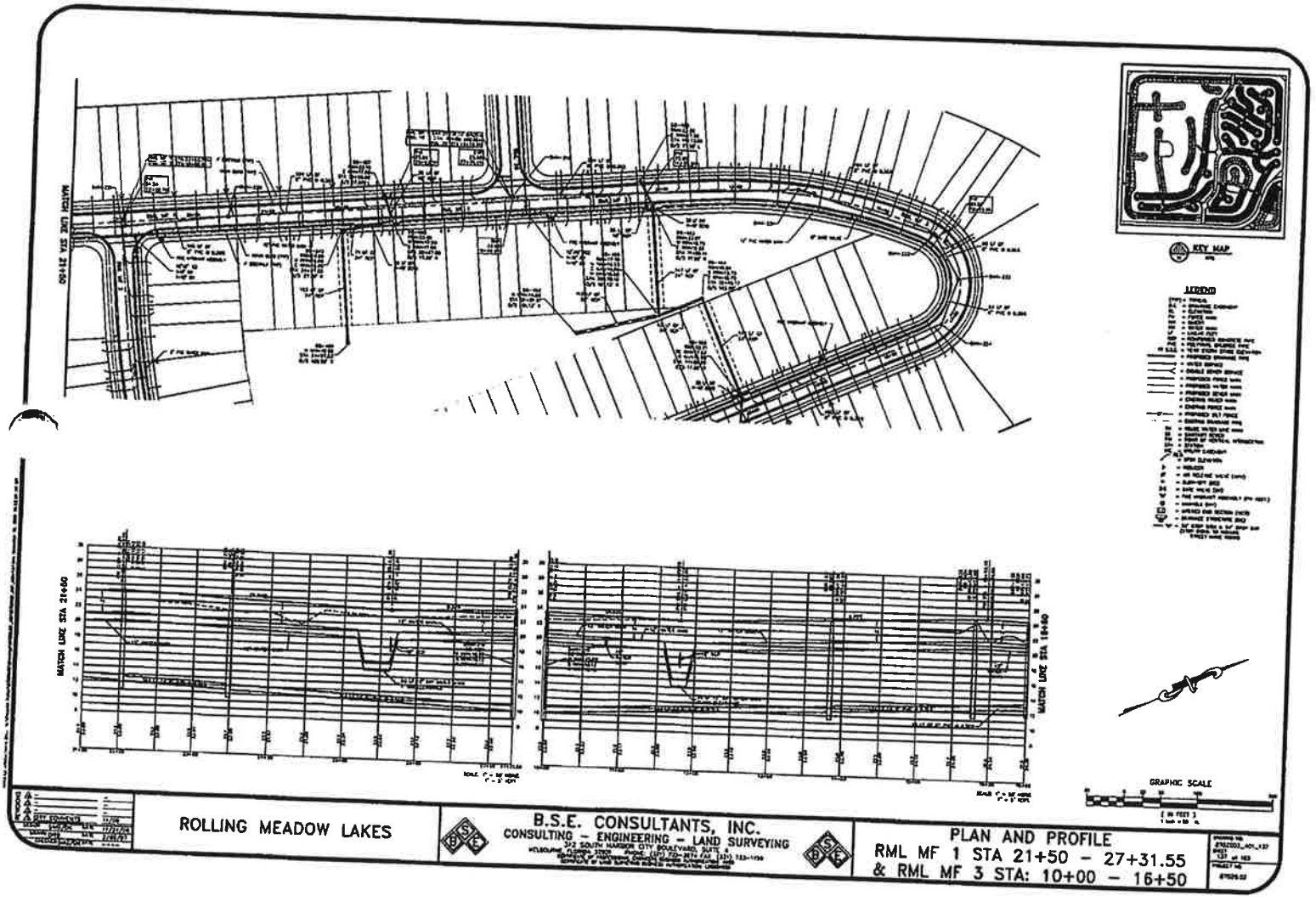


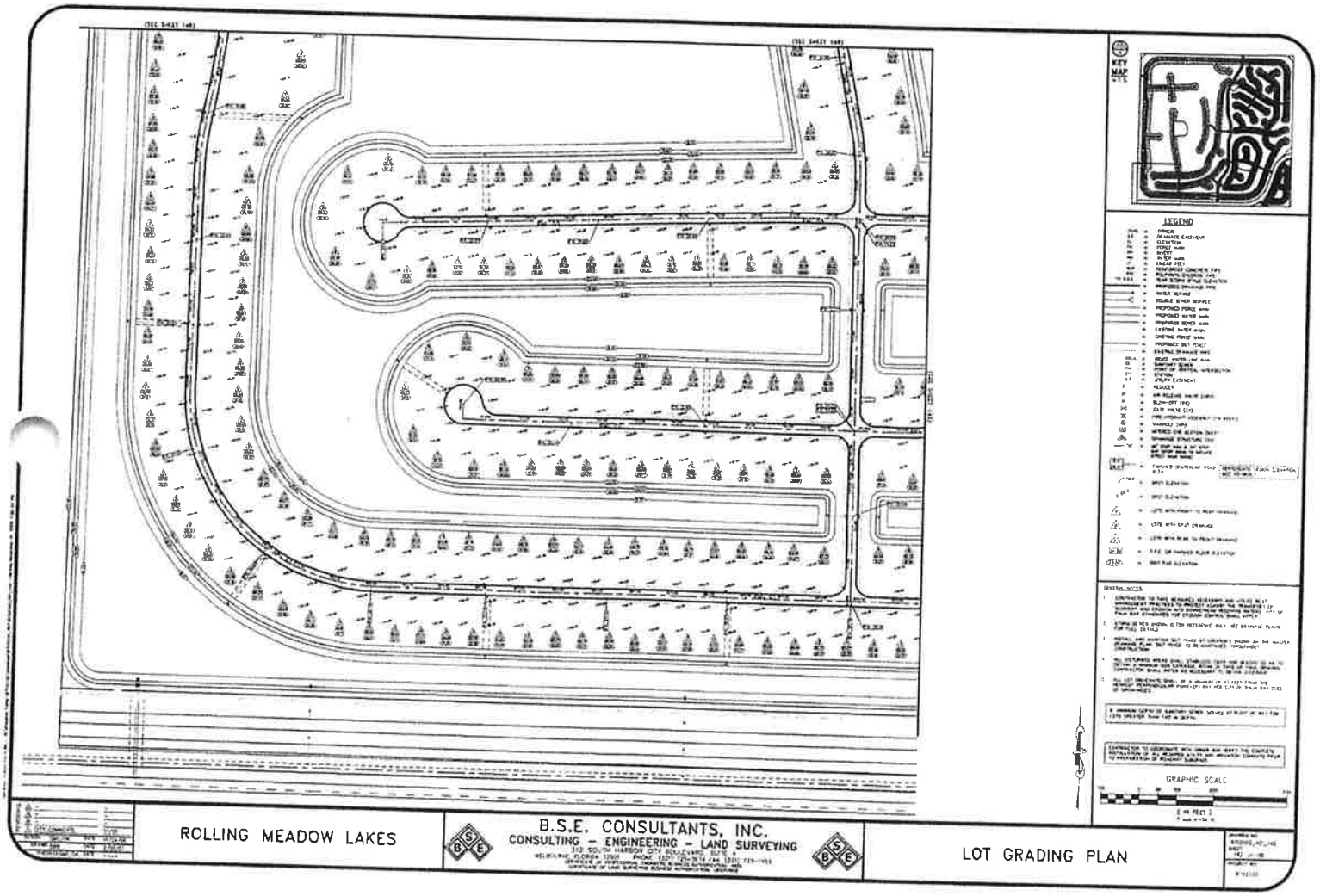


ROLLING MEADOW LAKES

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE (321) 723-1074 FAX (321) 723-1154

PLAN AND PROFILE
RML 27 STA: 10+00 - 13+15 &
RML 28 STA: 10+00 - 13+15


MATCH LINE STA 21+50
MATCH LINE STA 16+50
KEY MAP
LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
PLAN AND PROFILE
RML MF 1 STA 21+50 – 27+31.55
& RML MF 3 STA: 10+00 – 16+50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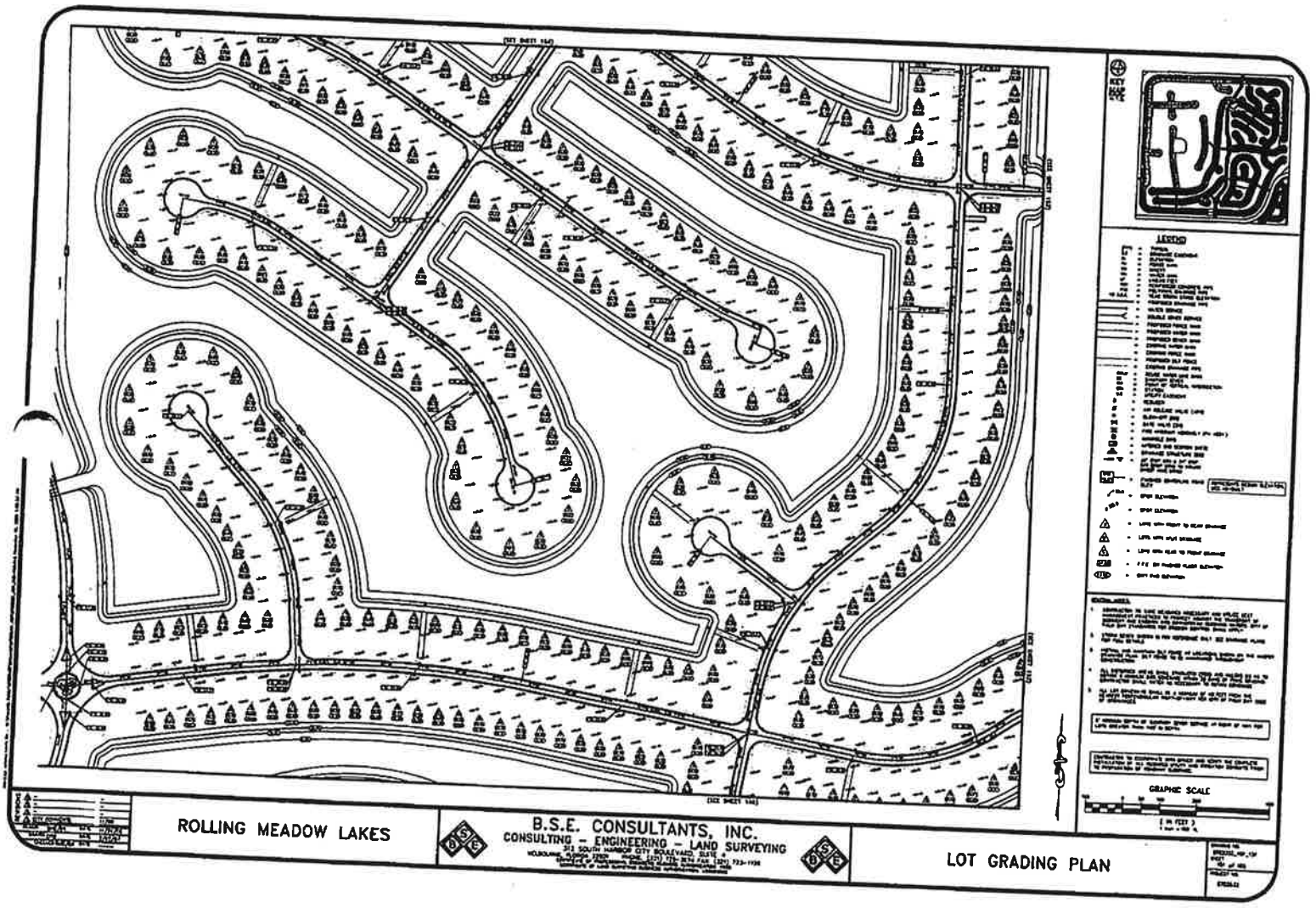
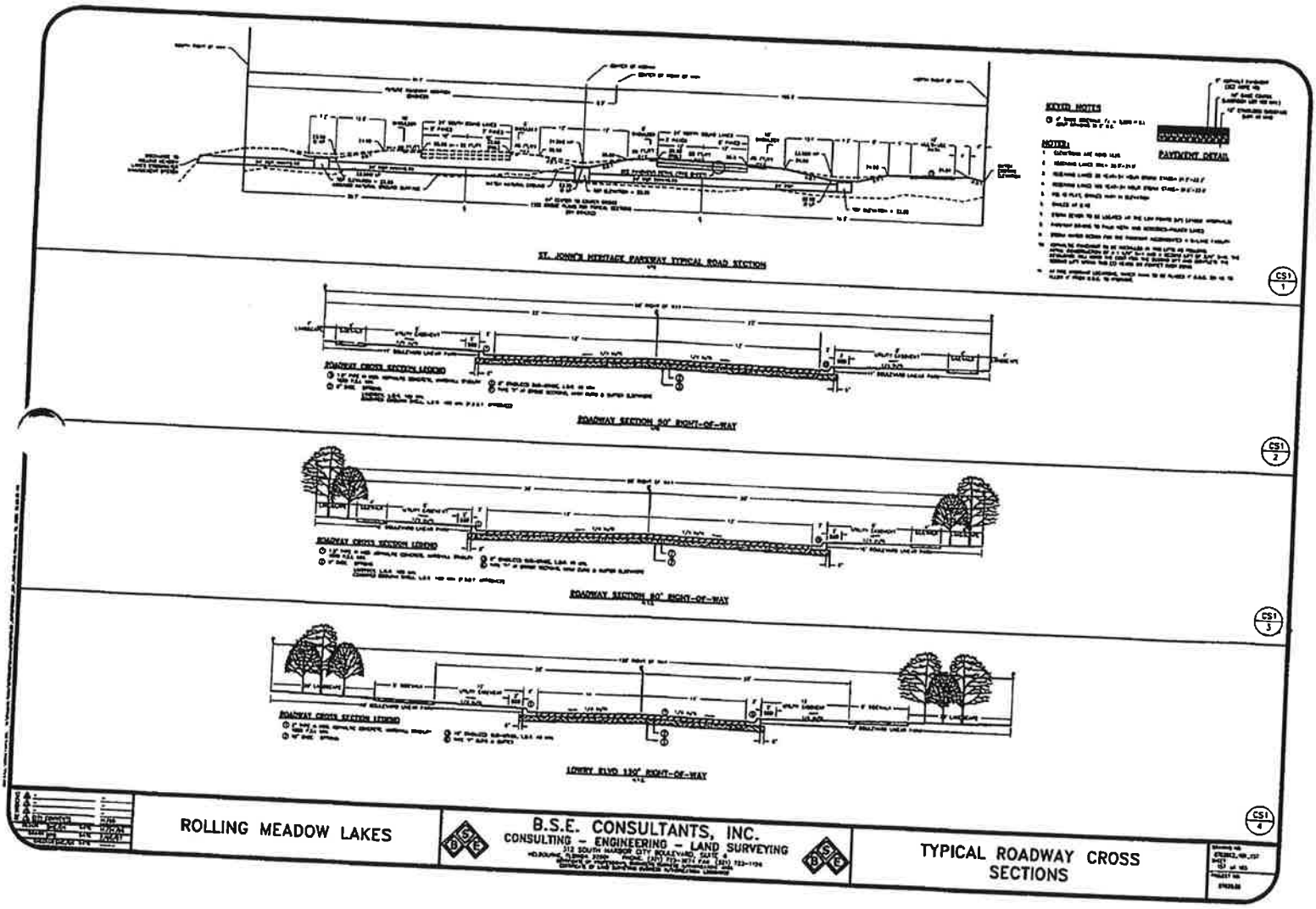
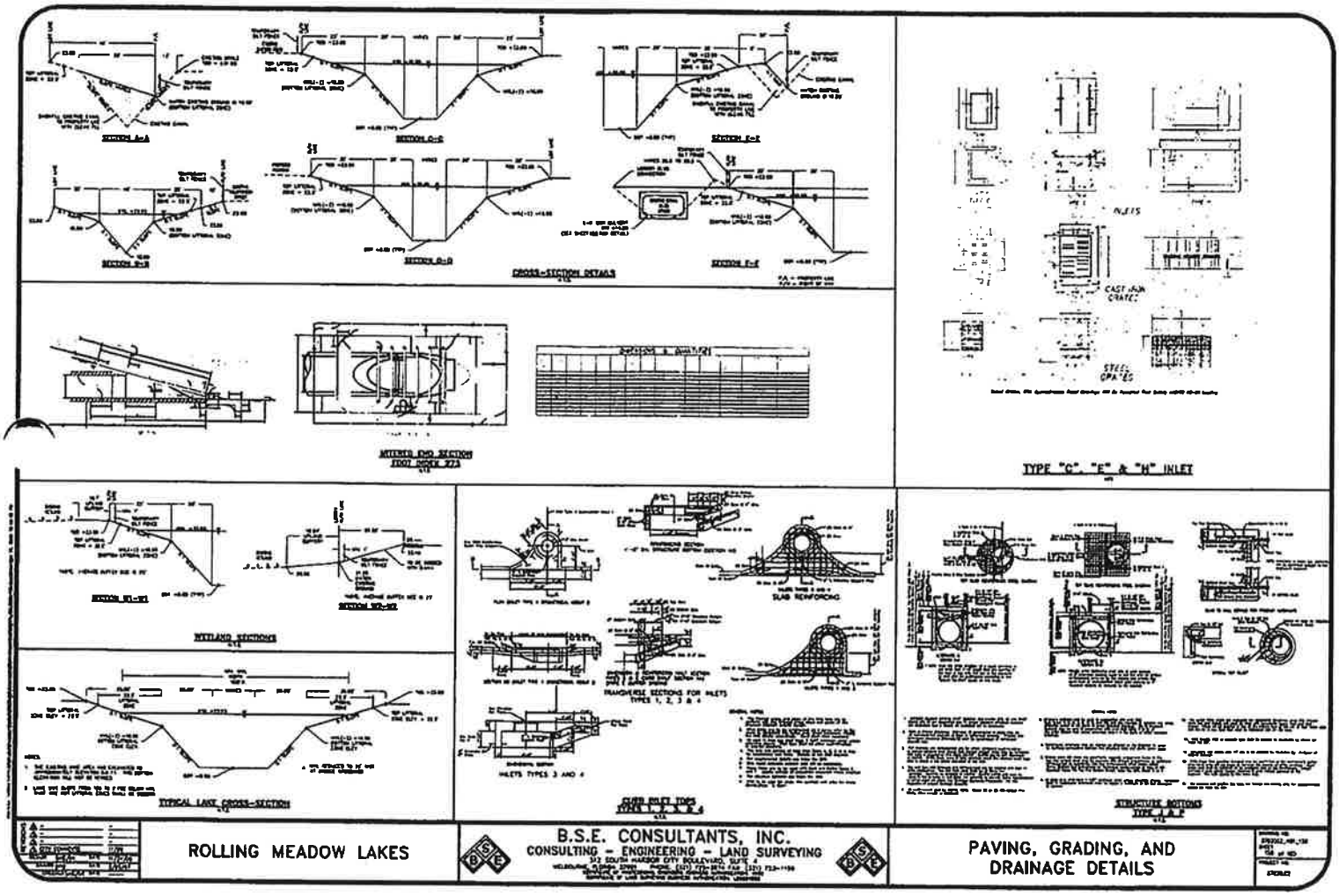
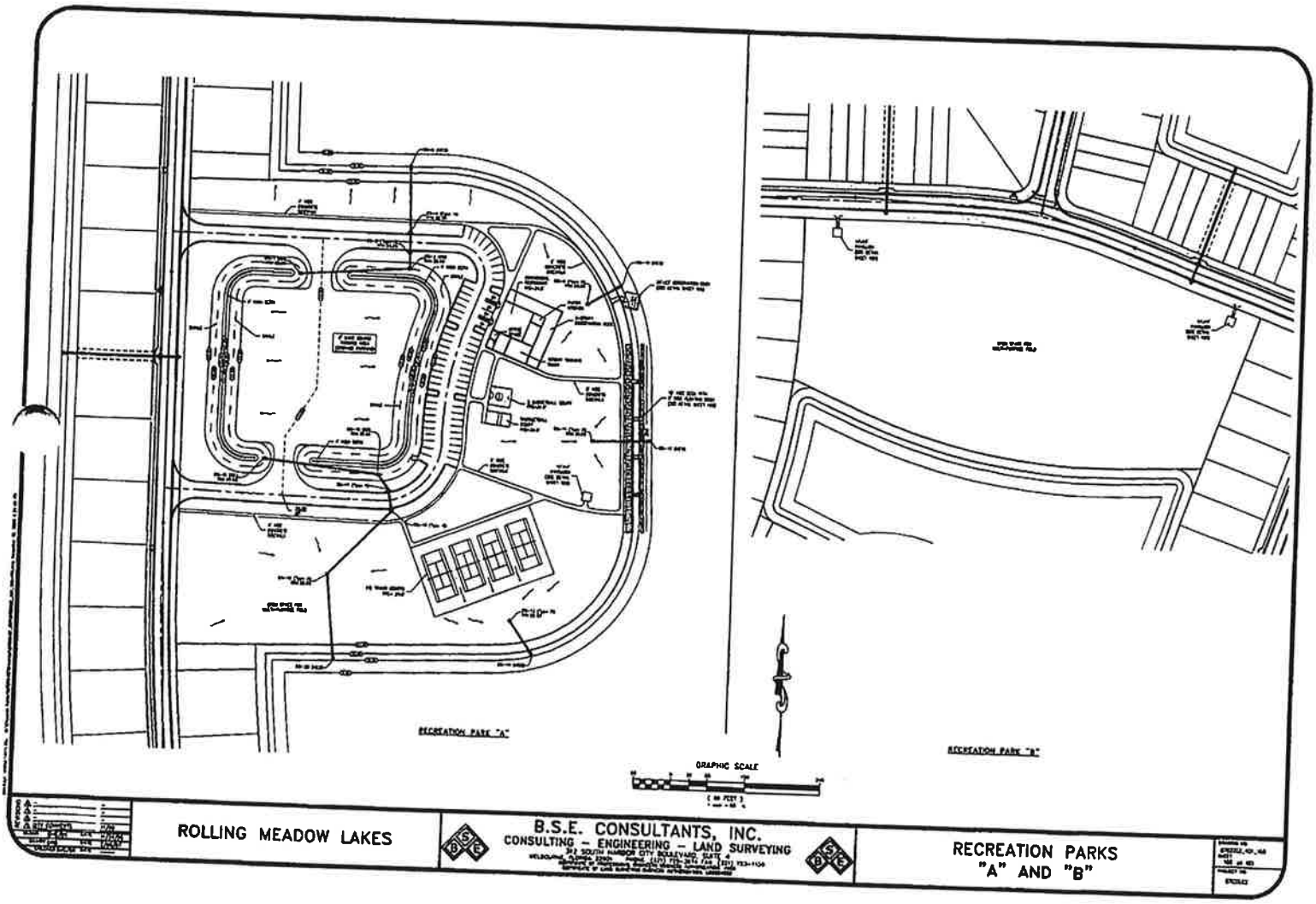
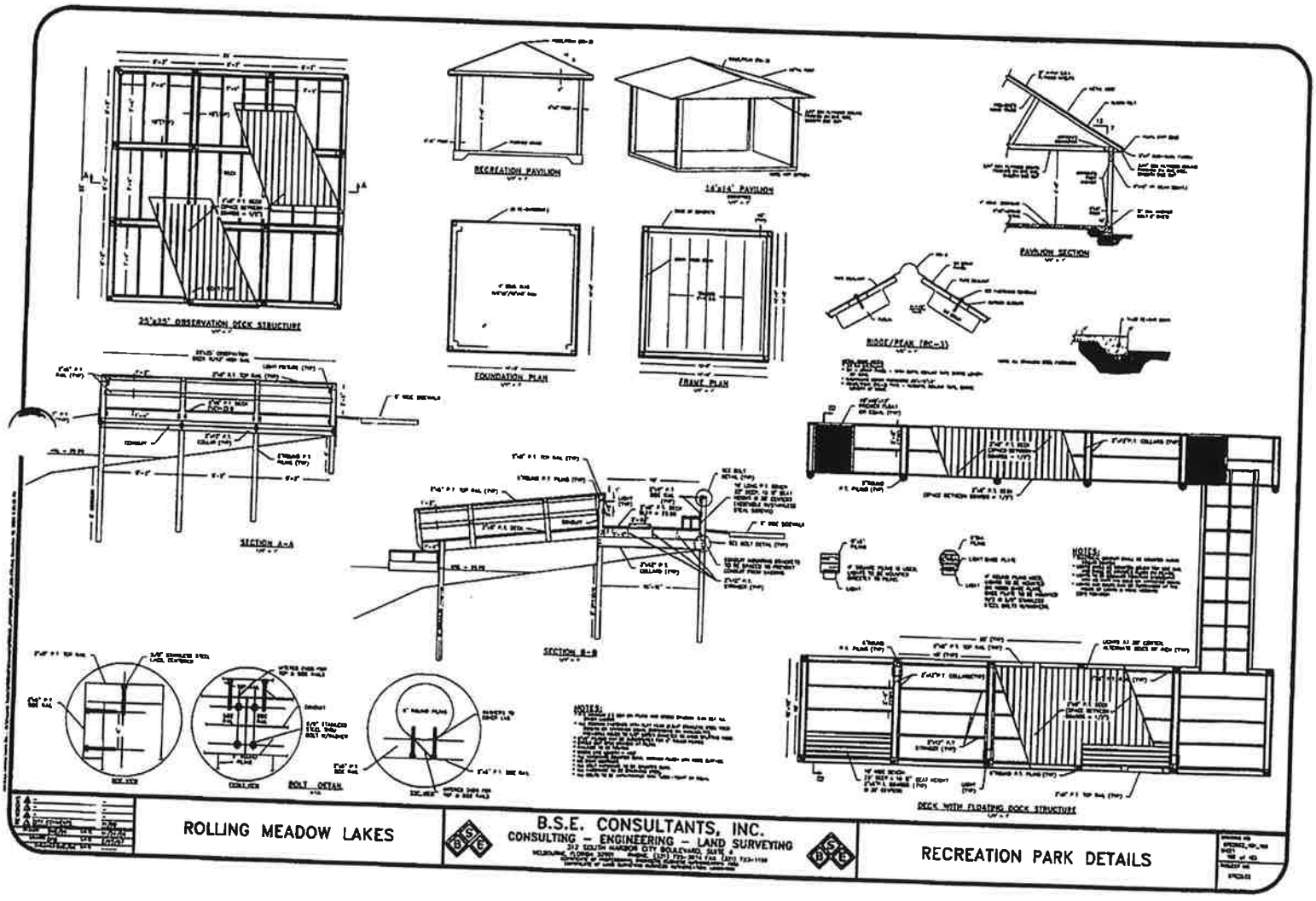
LEGEND
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
LOT GRADING PLAN

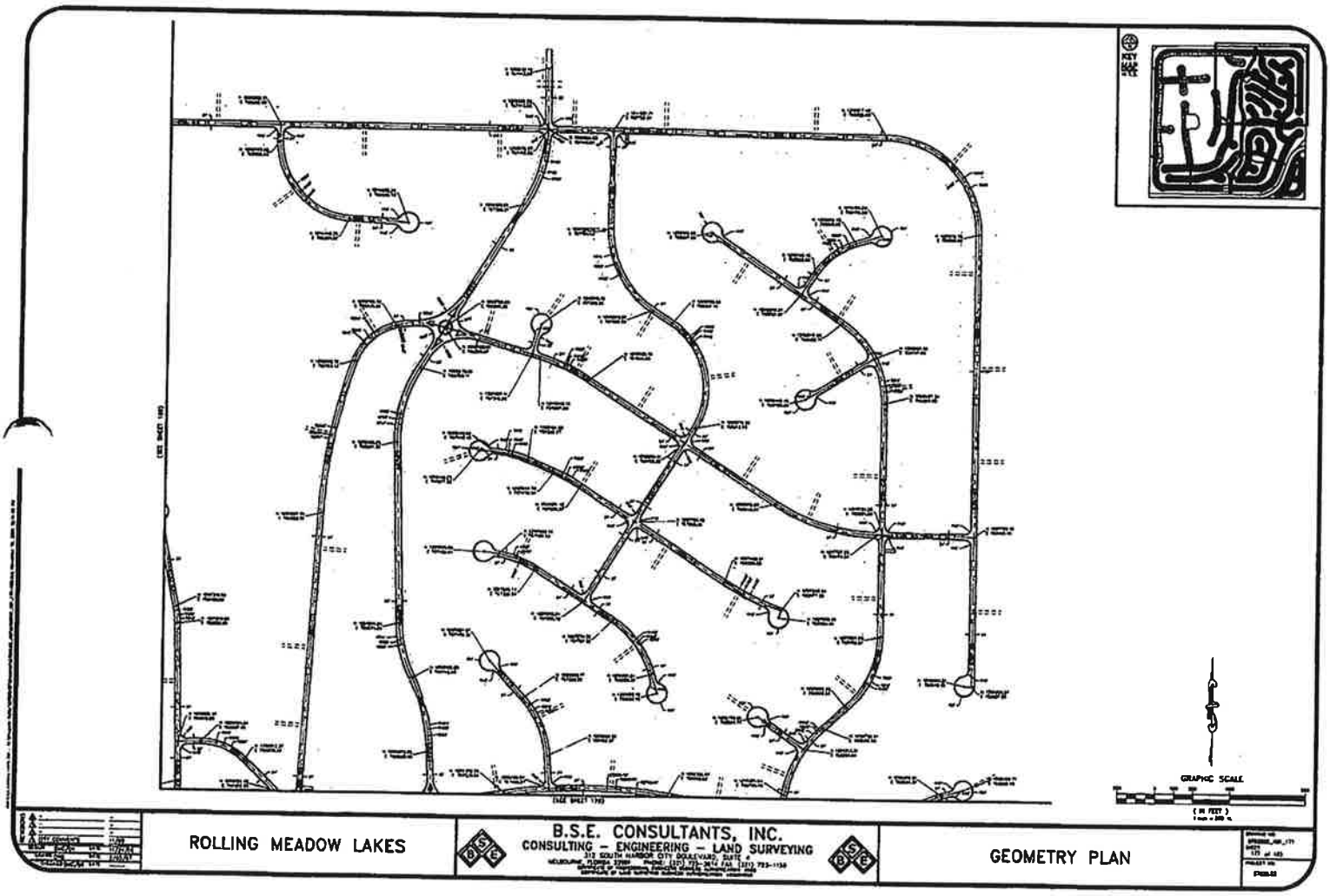

ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
LOT GRADING PLAN
LEGEND
GRAPHIC SCALE

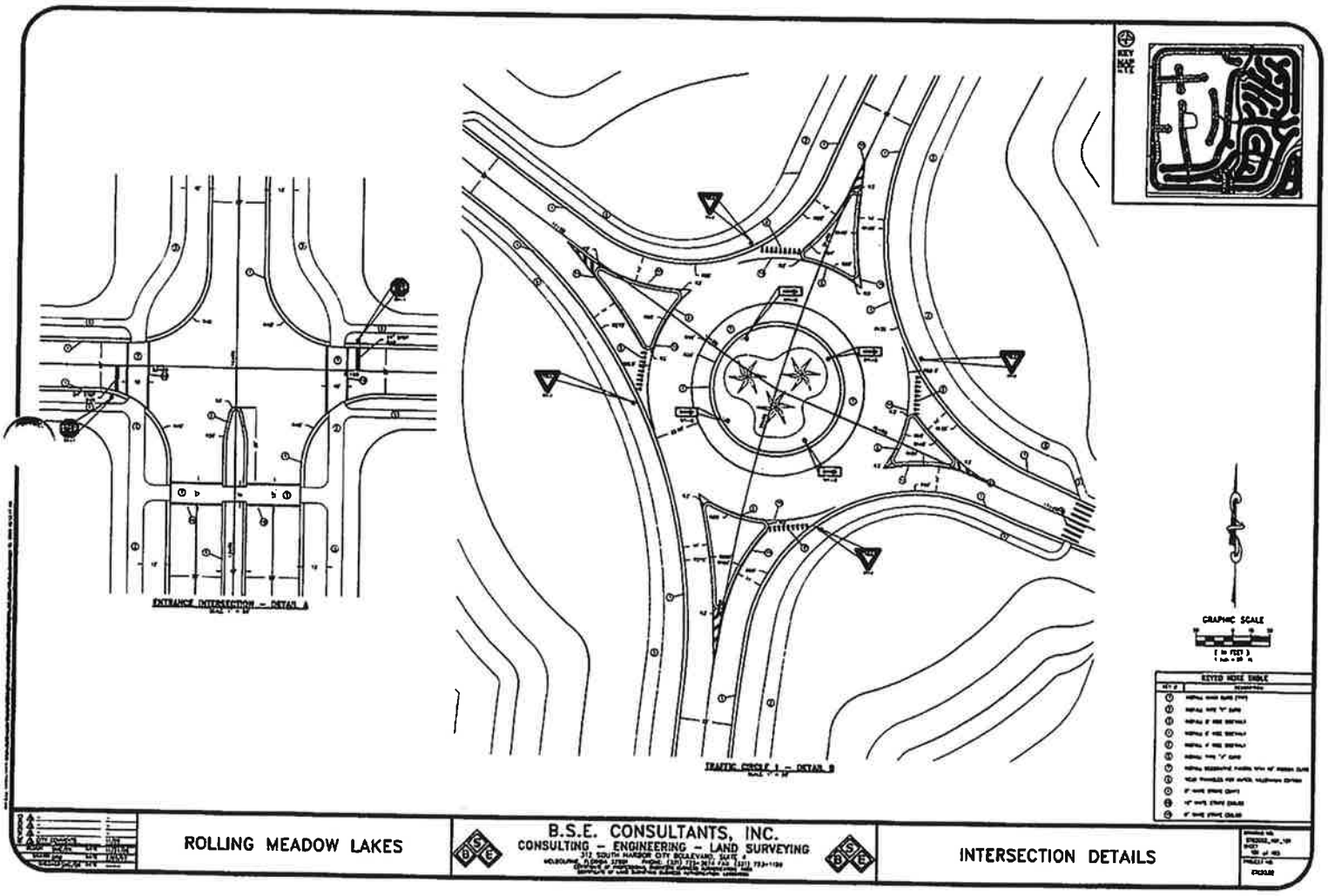

ST. JOHN'S HERITAGE PARKWAY TYPICAL ROAD SECTION
KEYED NOTES
NOTES:
PAVEMENT DETAIL
CS1 1
ROADWAY SECTION 80' RIGHT-OF-WAY
CS1 2
ROADWAY SECTION 80' RIGHT-OF-WAY
CS1 3
LOWERY BLVD 130' RIGHT-OF-WAY
CS1 4
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
TYPICAL ROADWAY CROSS SECTIONS

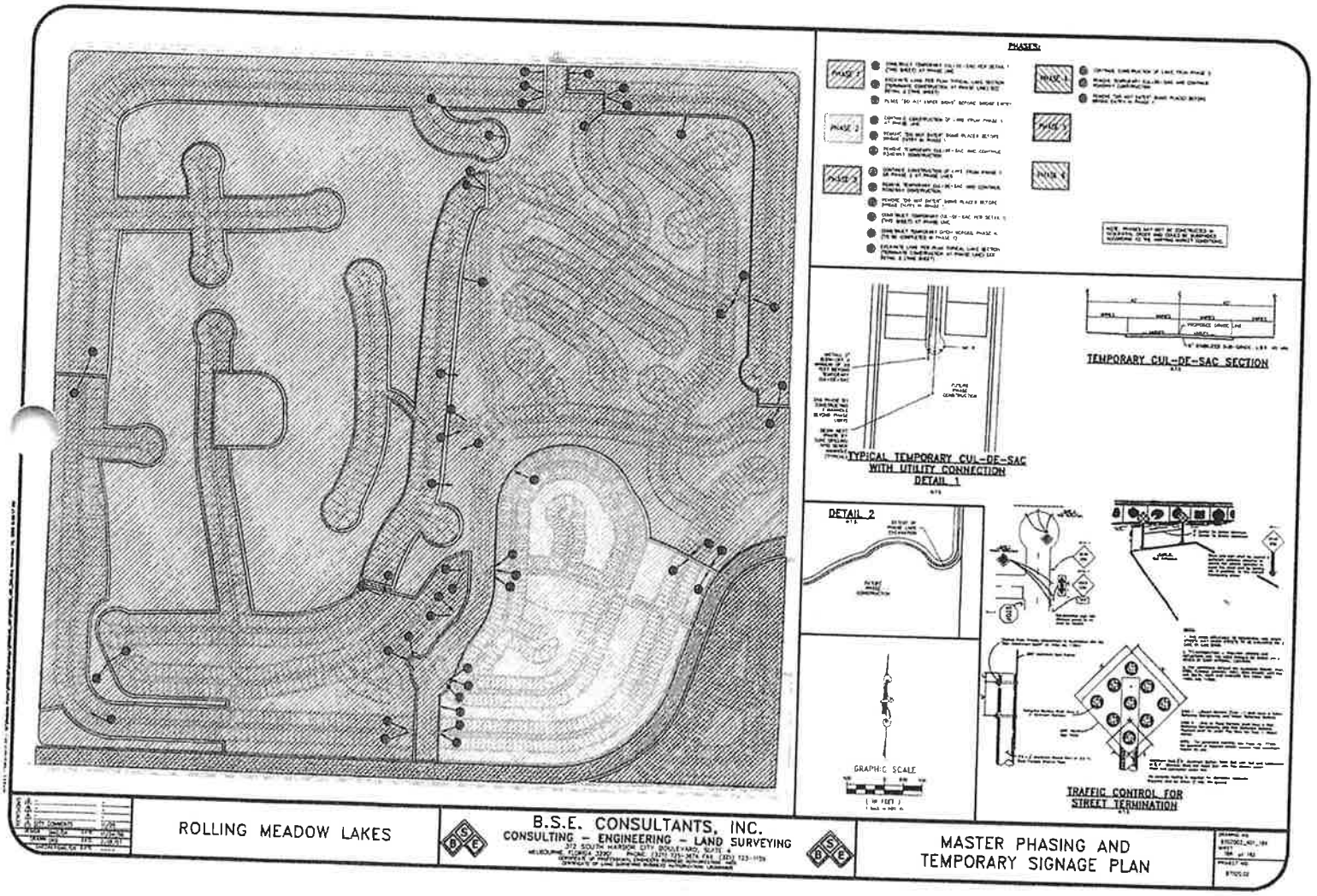

CROSS-SECTION DETAILS
INTERIOR END SECTION
FDOT INDEX 273
TYPE "C", "E" & "H" INLET
INLETS
CAST IRON GRATE
STEEL GRATES
WETLAND SECTIONS
TYPICAL LAKE CROSS-SECTION
SLAB REINFORCING
TRANSVERSE SECTIONS FOR INLETS TYPES 1, 2, 3 & 4
INLETS TYPES 3 AND 4
CURB INLET TYPE
TYPES 1, 2, 3 & 4
STRUCTURE BOTTOMS
TYPE J, K, P
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
PAVING, GRADING, AND
DRAINAGE DETAILS

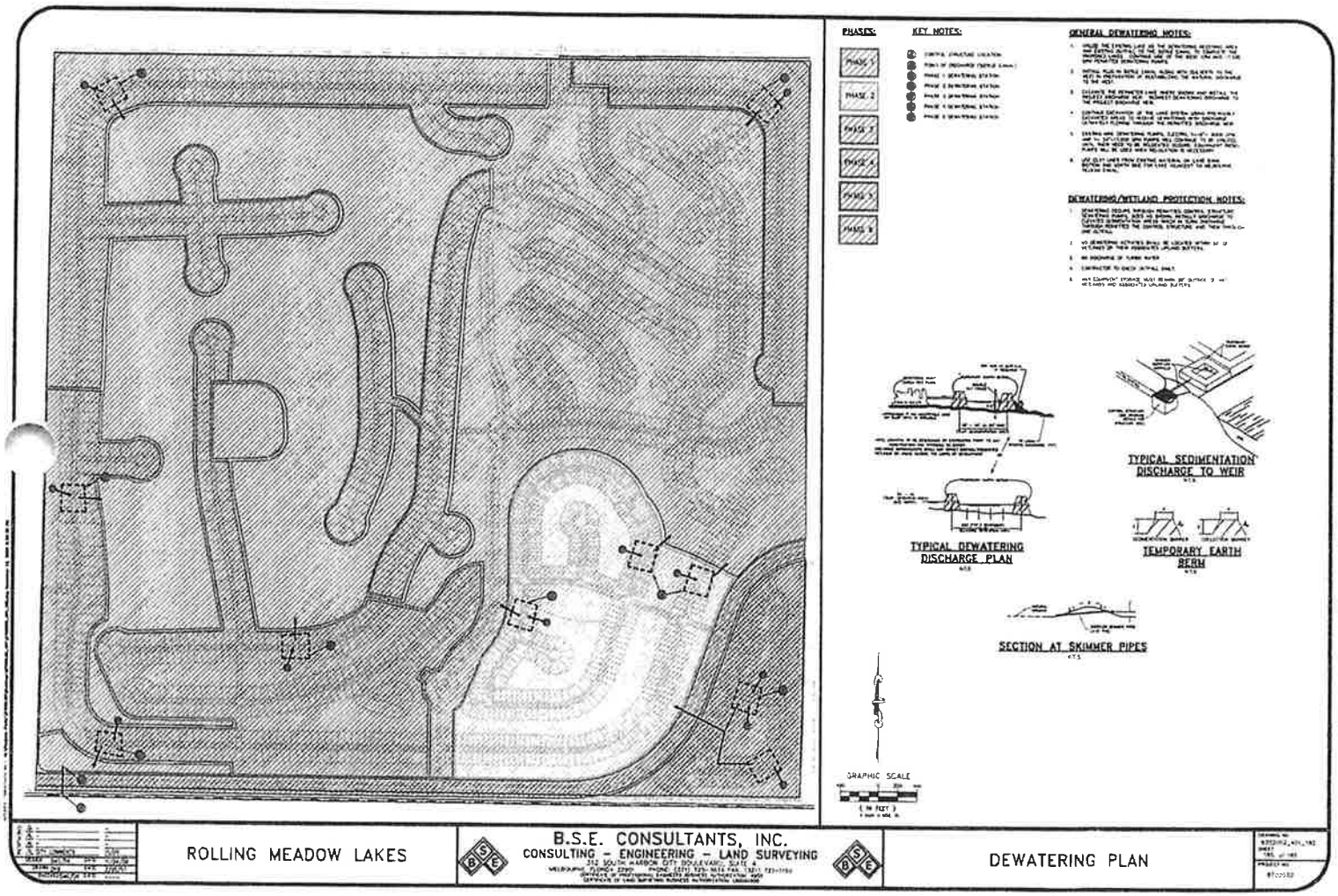

RECREATION PARK "A"
RECREATION PARK "B"
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
RECREATION PARKS
"A" AND "B"

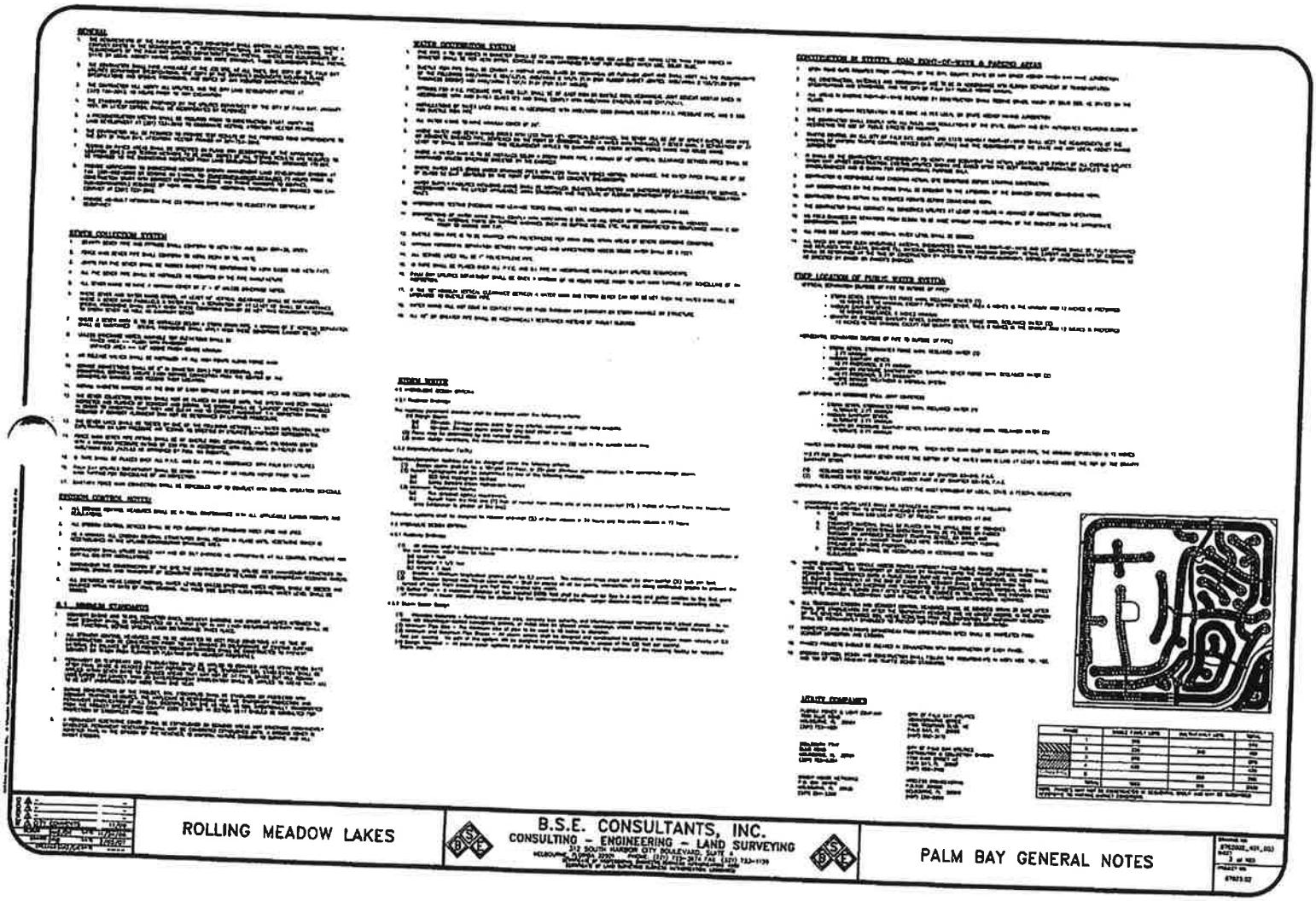

RECREATION PAVILION
14'x14' PAVILION
FOUNDATION PLAN
FRAME PLAN
PAVILION SECTION
RIDGE/PEAK (RC-1)
SECTION A-A
SECTION B-B
BOLT DETAIL
DECK WITH FLOATING DOCK STRUCTURE
NOTES:
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
RECREATION PARK DETAILS


ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
GEOMETRY PLAN
GRAPHIC SCALE


ENTRANCE INTERSECTION – DETAIL A
TRAFFIC CIRCLE 1 – DETAIL B
KEY MAP
GRAPHIC SCALE
KEYED NOTE TABLE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
INTERSECTION DETAILS


PHASES:
TEMPORARY CUL-DE-SAC SECTION
TYPICAL TEMPORARY CUL-DE-SAC WITH UTILITY CONNECTION DETAIL 1
DETAIL 2
GRAPHIC SCALE
TRAFFIC CONTROL FOR STREET TERMINATION
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
MASTER PHASING AND TEMPORARY SIGNAGE PLAN


PHASES:
KEY NOTES:
GENERAL DEWATERING NOTES:
DEWATERING/WETLAND PROTECTION NOTES:
TYPICAL SEDIMENTATION DISCHARGE TO WEIR
TYPICAL DEWATERING DISCHARGE PLAN
TEMPORARY EARTH BERM
SECTION AT SKIMMER PIPES
GRAPHIC SCALE
ROLLING MEADOW LAKES
B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
DEWATERING PLAN



ROLLING MEADOW LAKES

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
313 SOUTH HARBOR CITY BOULEVARD, SUITE A
MELBOURNE, FLORIDA 32901 PHONE (321) 727-3674 FAX (321) 723-1729

PALM BAY GENERAL NOTES

COVER LETTER EXHIBIT 1

Palm Bay
A Perfect Place to Call Home

RECEIVED OCT 2 6 2005

87020.02

October 25, 2005

Rolling Meadow Ranch, Inc.
c/o Mr. Scott M. Glaubitz
312 S. Harbor City Boulevard, Suite 4
Melbourne, FL 32901

Dear Mr. Glaubitz:

This letter is to officially notify you that the City Council of the City of Palm Bay, at its Regular Council Meeting No. 2005-29, held on October 20, 2005, has approved the preliminary Planned Unit Development application for a parcel of land located north of and adjacent to Willowbrook Street, in the vicinity west of Babcock Street. There is a one year time limit from the date of this meeting to submit your application for the final Planned Unit Development.

If you should have any questions or desire additional information, please contact Mr. Dave Watkins, Director, Growth Management Department, at 321-733-3042.

Sincerely,

CITY OF PALM BAY

Alice Passmore, CMC
City Clerk

tmb

Case No. PUD-39-2005

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907
Phone 321 952 3400 • Fax 321 953 8921 • www.palmbayflorida.org

Alicia Mateo

87020.02

From: Ana Saunders
Sent: Friday, February 23, 2007 11:41 AM
To: Alicia Mateo; Kathy Moore
Subject: FW: Rolling Meadow Lake – City Submittal (BSE File #87020.02)

FYI ~ See below. I've asked again about a CD with pdf's of the sheets. I'll let you know about that.

Ana Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

From: David Watkins [mailto:watkid@palmbayflorida.org]
Sent: Friday, February 23, 2007 11:37 AM
To: Ana Saunders; Patrick Murphy
Cc: Scott Glaubitz
Subject: RE: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

a/Scott:

Construction Plans – 2 complete sets (one for Hector and one for Ralph Jenkins in Utilities) need not be signed and sealed at this time since most likely will be changes. For Final PUD review we need Sheets 1 thru 21, 246, 247, 261, 262, 275 and 276. Will need the 16 sets of those sheets.

Preliminary PUD – This expired October 20, 2006. Staff cannot extend that date (we do not have the authority) and Council cannot extend it once it expires. In addition, the final is not the same as the preliminary, so the overall needs revision anyway. Submit the overall layout with revised counts and a Preliminary PUD application so we can move these forward at the same time.

Final PUD – Below are conditions originally approved to be met on the final. This info needs to be submitted.

A. The layout detail must be provided in subdivision form for the Final PUD.

B. Architectural schematics are required during Final PUD approval for all nonresidential structures proposed.

C. Deed restrictions must be submitted for Final PUD approval.

D. A traffic study must be prepared to determine impacts to Babcock Street, Lowry Boulevard, Palm Bay Parkway and intersections along those roadways, including provisions for the intersection of the Palm Bay Parkway and Malabar Road. This project must participate with their share of the Southeast Assessment District Improvement Project.

E. Analysis must be provided that the 1,000 foot radius for the Palm Bay Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the

Parkway is adequate to pr. .de for the two roadways intersecting a. .at location.

F. The Final PUD must identify sufficient commercial and public/semipublic acreage to serve the development. The applicant needs to provide commercial land at the Lowry/Palm Bay Parkway intersection and in the mixed multifamily/commercial area shown on the Preliminary Plans. No commercial is actually shown at present.

G. Phasing must be provided on the Final PUD.

Future Land Use Element Policy FLU-8.3O requires an analysis of Interstate 95 levels of service in addition to the analysis areas identified previously.

Developer's Agreement – The City will require a developer's agreement prior to final approval. Staff is meeting early next week to work on the format and general requirements. I will contact you both after those meetings to begin looking at the contents and issues to be addressed.

Thanks.

David

From: Ana Saunders [mailto:ASaunders@bseconsult.com]
Sent: Friday, February 23, 2007 9:07 AM
To: David Watkins; Patrick Murphy
Cc: Scott Glaubitz
Subject: RE: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

Not a problem. FYI ~ We are submitting to you next week (by Wednesday).

. .ia Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

From: David Watkins [mailto:watkid@palmbayflorida.org]
Sent: Friday, February 23, 2007 9:06 AM
To: Ana Saunders; Patrick Murphy
Cc: Scott Glaubitz
Subject: RE: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

I will get you that in the next hour or so. My fault.

David

From: Ana Saunders [mailto:ASaunders@bseconsult.com]
Sent: Friday, February 23, 2007 9:01 AM
To: David Watkins; Patrick Murphy
Scott Glaubitz
›ject: Rolling Meadow Lake -- City Submittal (BSE File #87020.02)

Good morning.

Have you decided what we need to su..mit to the City? I was thinking 2 or 3 s(of construction plans with the "For Agency Review Purposes Only" stamp on the cover sheet (so the plans won't need to be signed and sealed) along with or 3 CDs with the pdf's of each sheet burned to it.

Ana Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

B.S.E. CONSULTANTS, INC.
312 So. Harbor City Boulevard
Suite #4
Melbourne, FL 32901
(321) 725-3674 Tel. (321) 723-1159 Fax

LETTER OF TRANSMITTAL

Date: 3/2/2007 *Job: 87020.02*

Attention: **Dave Watkins**

RE: Rolling Meadow Lakes

TO: City of Palm Bay
Growth Management Department
5240 Babcock Street
Suite #300
Palm Bay, FL 32907

WE ARE SENDING YOU VIA: ☐ US MAIL ☐ Fed X Overnight Std ☒ COURIER/HAND DELIVER/PICKUP

☐ Shop Drawings ☐ Plans ☐ Reproducible ☐ Diskette/CD's

☐ Copy of Letter ☐ Change Order ☐ Report ☐ Other

COPIES	DATE	JOB NO.	DESCRIPTION
1	3/2/07	87020.02	Final PUD Application
1	3/2/07	87020.02	Authorization to Act as Owner
1	3/2/07	87020.02	Check # 4741 in the amount of $500.00
1	3/2/07	87020.02	Copy of Property Tax Information
2	3/2/07	87020.02	Sets of Construction Plans, stamped "For Agency Review Pruposes Only"
2	3/2/07	87020.02	Sets of the Master Sanitary Sewer System Study Report
2	3/2/07	87020.02	CD-Rom with PDF Files of Submittal

THESE ARE TRANSMITTED AS NOTED BELOW:

☐ For approval ☐ Per our discussion/As requested ☐ Returned for Corrections

☐ For your use ☐ Call upon receipt ☐ Resubmit _____ copies for approval

☐ For review and comment ☐ Approved as submitted/noted ☐ Submit _____ copies for distribution

REMARKS: _____

COPY TO Andy Machata, Rolling Meadow Ranch, Inc.

COPY TO _____ SIGNATURE: *Scott M. Glaubitz, P.E., P.L.S.*

transmit/forms

PLANNED UNIT DEVELOPMENT APPLICATION (PUD)
FINAL DEVELOPMENT PLAN

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida at least forty-five (45) days prior to any scheduled meeting of the Planning and Zoning Board of the City of Palm Bay. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

1) APPLICANT-DEVELOPER (Type or print) Andy Machata, Rolling Meadow Ranch, Inc.

ADDRESS 1400 Willowbrook Street

CITY Palm Bay STATE FL ZIP 32909

PHONE # (321) 725-2400 FAX # (321) 723-2612

E-MAIL ADDRESS dino2768@aol.com

2) ENGINEER Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc. REGISTRATION # 33659

ADDRESS 312 South Harbor City Blvd, Suite #4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

3) SURVEYOR Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc. REGISTRATION # 4151

ADDRESS 312 South Harbor City Blvd., Suite #4

CITY Melbourne STATE FL ZIP 32901

PHONE # (321) 725-3674 FAX # (321) 723-1159

E-MAIL ADDRESS sglaubitz@bseconsult.com

4) NAME OF PROPOSED DEVELOPMENT Rolling Meadow Lakes

5) LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION:

Please see attached Exhibit "A".

6) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 1,375.17 net acres

7) THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE FINAL APPLICATION (PROVIDE 15 COPIES IF LARGER THAN 11" x 17"):

A) Engineering plans showing:

a) Existing ground surfaces and proposed elevations in the planned unit development.
b) If deemed necessary by the Council, subsurface conditions on the tract, including the location and results of tests made to ascertain the conditions of subsurface soil, rock, and groundwater, and the existing depth of groundwater.
c) Typical cross-sections of proposed grading, streets and sidewalks, canals, and waterways.
d) Proposed type of pavement in accordance with City specifications.
e) Layout of water distribution, sanitary sewers and storm drainage systems and sidewalks, streets bulkheads, street name signs and adequate lighting.

Said engineering plans shall be in conformity with the requirements and specifications of the City of Palm Bay Subdivision regulations.

B) A final development plan containing:

a) North arrow, scale (1" = 200' or larger), date, and legal description of the proposed site.
b) Dedication by owner and completion of certification of surveyor.
c) The location, dimensions and character of construction of all proposed streets, driveways, points of ingress and egress, loading areas, number of parking spaces and areas, primary residential areas and structures, secondary non-residential structures, recreational areas and structures and common open space areas.
d) Proposed lot lines (if any), lot and block numbers and dimensions of all primary non-residential (if any), lot and block numbers and dimension of all primary non-residential uses, and common open space.
e) Location and width of canals and waterways.
f) Reservations, easements, alleys and any areas to be dedicated to public uses or sites for other than residential use with notes stating their purpose and limitations.
g) The proposed architectural and landscape design of all structures and common open space that clearly reflects the compatibility of the variety primary and secondary uses proposed.
h) Sufficient data to determine readily and reproduce on the site the location, bearing and length of every street, line, lot line, boundary line and block line, whether curved or straight.
i) The radius, central angle, point of tangent, tangent distance and arcs and chords of all curved property lines.
j) A legal description of the planned unit development boundaries with bearings, distances and tie point.
k) Accurate location and description of all monuments and markers.

An original linen tracing of the final development plan drawn in india ink shall be filed, plus fifteen (15) black or blue-line prints.

All dimensions should be to the nearest one two-hundredth (1/200) of a foot, and angles to the nearest second.

The final development plan shall be property signed and executed by the developer as required for recording.

The final development shall meet the platting requirements of Florida Statutes, Chapter 177. In case of a large plan that may require two or more sheets, the sheets are to be numbered and the numbers of the sheets are to be indicated on the first sheet below the title.

C) Development schedule: The development schedule shall contain the following information:

a) The order of construction of the proposed stages delineated in the development plan.
b) The proposed date for the beginning of construction on said stages.
c) The proposed date for the completion of construction on said stages.
d) The proposed schedule for the construction and improvement of common open space within said stages, including any complimentary buildings.

D) Deed restrictions: Deed restriction proposals to preserve the character of the common open space as set forth in subsection (E), Ordinance No. 74-23. Said deed restrictions shall include prohibition against partition by any residential property owner.

E) Association of non-profit corporation: If the developer elects this method of administering common open space, the proposed by-laws of the association or the certificate of incorporation and the corporate by-laws of the non-profit corporation shall be submitted for approval by the City.

F) Instruments: Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land.

G) Bill of Sale: A bill of sale, conveying to the City water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.

H) Instruments: Indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.

I) Title opinion: A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

J) Tax receipts: Paid receipts from the County indicating taxes have been paid in full up to and including the current period.

8) *A $500.00 APPLICATION FEE SHALL ACCOMPANY THE FINAL DEVELOPMENT PLAN FOR THE PURPOSE OF ADMINISTRATION; ADDITIONALLY, ENGINEERING, PLAT FILING, NECESSARY COPIES AND TRAVEL FEES WILL ALSO BE INCURRED.

9) PUD AMENDMENTS WILL REQUIRE A CITIZEN PARTICIPATION PLAN IF MORE THAN TEN PERCENT OF THE TOTAL PUD ACREAGE IS AFFECTED. REFER TO SECTION 169.005 OF THE LAND DEVELOPMENT CODE FOR GUIDELINES.

10) WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER TO THE APPLICANT TO REQUEST THE PLANNED UNIT DEVELOPMENT.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE LOCAL PLANNING AGENCY, AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant _____ **Date** 03/01/07

Printed Name of Applicant Scott M. Glaubitz, P.E., P.L.S., BSE Consultants, Inc.

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

EXHIBIT "A"

DESCRIPTION:

THE WEST 1/2 OF SECTION 5, ALL OF SECTION 6, THE NORTH 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA,

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND RUN N00°56'31"W, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 348.00 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGE 1863, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°30'06"E, ALONG SAID NORTH LINE, A DISTANCE OF 5272.16 FEET TO THE EAST LINE OF SAID SECTION 7 (SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 8); THENCE S89°41'55"E A DISTANCE OF 2649.59 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 8; THENCE S00°54'17"W, ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, A DISTANCE OF 247.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE S89°26'11"W A DISTANCE OF 2649.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE EAST 1/4 CORNER OF SAID SECTION 7); THENCE N89°50'09"W A DISTANCE OF 5273.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,375.17 NET ACRES, MORE OR LESS.

AUTHORIZATION TO ACT AS AGENT

I, Mr. Andrew Machata, President of Rolling Meadow Ranch, Inc. and which Rolling Meadow Ranch, Inc. owns the property, hereby authorize Scott M. Glaubitz, P.E., P.L.S., President, of B.S.E. Consultants, Inc., to act as agent in all permitting and certification matters for Rolling Meadow Ranch property located in Brevard County, Florida. This authorization shall include all engineering and permitting services for this property.

Signature
Andrew Machata
Rolling Meadow Ranch, Inc.

~~2002~~ 2006 Sworn to and subscribed before me this 10th day of MARCH, ~~2002~~, by Andrew Machata who is personally known to me and who (did) (did not) take an oath.

NOTARY PUBLIC AT LARGE

ALICIA L. MATEO
MY COMMISSION # DD515408
EXPIRES: Feb. 6, 2010
(407) 398-0153 Florida Notary Service.com

(SEAL)

STATE OF FLORIDA,
COUNTY OF BREVARD

On this 28th day of FEBRUARY, ~~2002~~ 2007, I attest that the preceding document is a true, exact, complete, and unaltered photocopy made by me of the AUTHORIZATION TO ACT AS AGENT presented to me by the document's custodian, Scott M. Glaubitz, P.E., P.L.S., and, to the best of my knowledge, that the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are not available from an official source other than a notary public.

NOTARY PUBLIC AT LARGE

ALICIA L. MATEO
MY COMMISSION # DD515408
EXPIRES: Feb. 6, 2010
(407) 398-0153 Florida Notary Service.com

BLACKHAWK QUARRY CO. OF FLORIDA, INC.
PAYROLL ACCOUNT
1400 WILLOWBROOK STREET
PALM BAY, FL 32909
(321) 725-2400

GRAND BANK AND TRUST OF FLORIDA
WEST PALM BEACH , FL 33409
63-1446/670

4741

Pay Five-Hundred and no/100----------

Date 02/23/07

Amount 500.00

To the Order of City of Palm Bay

BLACKHAWK QUARRY CO. OF FLORIDA, INC.

AUTHORIZED SIGNATURE

⑈004741⑈ ⑆067014466⑆ 10104651⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

BLACKHAWK QUARRY CO. OF FLORIDA, INC.

EMPLOYEE	SOCIAL SECURITY NO	PAY RATE	PERIOD END	CHECK NO.
				4741

EARNINGS	HOURS	AMOUNT	YTD	DEDUCTION	AMOUNT	YTD
Final Subdivision Application					500.00	

GROSS EARNINGS:

NET EARNINGS:

TOTAL DEDUCT:

Rolling Meadow Ranch, Inc.
1400 Willowbrook Street
Palm Bay, Florida 32909

Telephone (321) 725-2400
Fax (321) 723-2612

FACSIMILE COVER SHEET

DATE February 27, 2007

TO Scott

COMPANY NAME: BSE Consultants

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER 321-723-1159

FROM: Pam

NUMBER OF PAGES (Including cover sheet): 6

ADDITIONAL INFORMATION: As per Andy's request please find following property tax bills and payment for Rolling Meadow Ranch, Inc. Brevard County (Blackhawk Quarry Company), for the year 2006.

I will put a copy in the mail also.

Thanks

Pam Renaud

Date	Invoice No.	Comment	Amount	Discount	Net Amount
11/20/2006	3000218-06		2,207.90	0.00	2,207.90
11/20/2006	3000220		12,031.58	0.00	12,031.58
11/20/2006	3000268		2,201.67	0.00	2,201.67
11/20/2006	3000275		1,007.16	0.00	1,007.16

CHECK 008878 11/28/2006 ROD NORTHCUTT. C.F.C. C.P.M. TOTAL 17,448.31

BLACKHAWK QUARRY CO. OF FLORIDA, INC.
4.00 8878

Date	Invoice No.	Comment	Amount	Discount	Net Amount
11/20/2006	3000218-06		2,207.90	0.00	2,207.90
11/20/2006	3000220		12,031.58	0.00	12,031.58
11/20/2006	3000268		2,201.67	0.00	2,201.67
11/20/2006	3000275		1,007.16	0.00	1,007.16

CHECK 008878 11/28/2006 ROD NORTHCUTT. C.F.C. C.P.M. TOTAL 17,448.31

BLACKHAWK QUARRY CO. OF FLORIDA, INC.
1400 WILLOWBROOK STREET
PALM BAY, FL 32909

GRAND BANK AND TRUST OF FLORIDA
WEST PALM BEACH, FL 33409
63-1448/870

8878
008878

PAY *SEVENTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT AND 31 / 100

DATE 11/28/2006

CHECK AMOUNT ****17,448.31*

TO THE ORDER OF
ROD NORTHCUTT, C.F.C., C.P.M.
BREVARD COUNTY TAX COLLECTOR
P.O. BOX 850
Titusville, FL 32781-850

RNORTH

BLACKHAWK QUARRY CO OF FLORIDA, INC

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈008878⑈ ⑆067014466⑆ 100697102⑈

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2005 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000220		628,970		628,970	54U0

ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201

000175

30 37S36E 1
1400 WILLOWBROOK ST
PALM BAY
ALL EX RD & DITCH R/WS

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		628,970	2,425.18
C114	BREVARD LIBRARY DISTRICT	.5497		628,970	345.74
C118	BREVARD MOSQUITO CONTROL	.1800		628,970	113.21
C185	S BREVARD REC DIST 2001-2020	.4168		628,970	253.41
S208	SCHOOL - BY STATE LAW	4.9560		628,970	3,117.18
S213	SCHOOL - CAPITAL OUTLAY	.7110		628,970	447.20
T386	CITY OF PALM BAY	2.0000		628,970	1,257.94
W622	ST JOHNS RIVER WATER MGMT DST	4.6000		628,970	2,893.26
V729	FLA INLAND NAVIGATION DIST	.4620		628,970	290.58
V745	SEBASTIAN INLET DISTRICT	.0385		628,970	24.22
D870	ENV END LD/WTR LTD 05-24	.1595		628,970	100.32
D871	ENV END LD/WTR (DBTP) 05-24	.0472		628,970	29.69
D873	ENV ENDANG LAND (DBTP) 01-10	.0980		628,970	61.64
D883	ENV ENDANG LD ACQ 01-10	.1665		628,970	104.72
D892	PALM BAY ROAD IMPROV 98-2005	.0398		628,970	25.03
D898	S BREVARD REC DIST (DBTP)01-20	.1812		628,970	113.97

TOTAL MILLAGE	18.4840	AD VALOREM TAXES	$11,813.28

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		AMOUNT
Y198	SOLID WASTE DISPOSAL	919.61

POSTED 5200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA	NON-AD VALOREM ASSESSMENTS	$919.61
COMBINED TAXES AND ASSESSMENTS	$12,732.90	PAY ONLY ONE AMOUNT

See reverse side for important information.

BLUE PORTION OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000218		124,560		124,560	54U0

ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201

000175

30 3705HF 250
SAN SEBASTIAN FARMS
PALM BAY
W 1/2 EX RD & DITCH R/WS

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		124,560	480.28
C114	BREVARD LIBRARY DISTRICT	.5497		124,560	68.47
C116	BREVARD MOSQUITO CONTROL	.1800		124,560	22.42
C188	S BREVARD REC DIST 2001-2020	.4188		124,560	52.17
S207	SCHOOL - BY STATE LAW	4.9580		124,560	617.32
S208	SCHOOL - BY LOCAL BOARD	.7110		124,560	88.56
S213	SCHOOL - CAPITAL OUTLAY	2.0000		124,560	249.12
T368	CITY OF PALM BAY	4.6000		124,560	572.98
W822	ST JOHNS RIVER WATER MGMT DST	.4620		124,560	57.55
V729	FLA INLAND NAVIGATION DIST	.0385		124,560	4.80
V745	SEBASTIAN INLET DISTRICT	.1515		124,560	18.87
D870	ENV END LD/WTR LTD 05-24	.0472		124,560	5.88
D871	ENV END LD/WTR (DBTP) 05-24	.0980		124,560	12.21
D873	ENV ENDANG LAND (DBTP) 91-10	.1665		124,560	20.74
D883	ENV ENDANG LD ACQ 91-10	.0388		124,560	4.83
D892	PALM BAY ROAD IMPROV 98-2005			124,560	
D888	S BREVARD REC DIST (DBTP)01-20	.1812		124,560	22.57
	TOTAL MILLAGE	18.4640		AD VALOREM TAXES	$2,299.90

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
POSTED	5200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA — NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS	$2,299.90	PAY ONLY ONE AMOUNT	See reverse side for important information

BLUE PUNCHOUT OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000288		124,210		124,210	54U0

ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201

000175

30 37S 37E 00 1
1200 WILLOWBROOK ST
PALM BAY
N 1/2 N OF SEBASTIAN MAIN CANAL
See Tax Roll for extra legal.

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		124,210	478.93
C114	BREVARD LIBRARY DISTRICT	.5497		124,210	68.28
C115	BREVARD MOSQUITO CONTROL	.1800		124,210	22.36
C188	S BREVARD REC DIST 2001-2020	.4188		124,210	52.02
S207	SCHOOL - BY STATE LAW	4.8560		124,210	815.58
S208	SCHOOL - BY LOCAL BOARD	.7110		124,210	88.31
S213	SCHOOL - CAPITAL OUTLAY	2.0000		124,210	248.42
T300	CITY OF PALM BAY	4.6000		124,210	571.37
W822	ST JOHNS RIVER WATER MGMT DST	.4520		124,210	57.39
V729	FLA INLAND NAVIGATION DIST	.0385		124,210	4.78
V745	SEBASTIAN INLET DISTRICT	.1595		124,210	19.81
D870	ENV END LD/WTR LTD 05-24	.0472		124,210	5.86
D871	ENV END LD/WTR (DBTP) 05-24	.0980		124,210	12.17
D873	ENV ENDANG LAND (DBTP) 91-10	.1655		124,210	20.88
D883	ENV ENDANG LD ACQ 91-10	.0388		124,210	4.84
D892	PALM BAY ROAD IMPROV 98-2005			124,210	
D898	S BREVARD REC DIST (DBTP)01-20	.1812		124,210	22.51
	TOTAL MILLAGE	18.4840		AD VALOREM TAXES	$2,293.41

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
POSTED	5200
PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA	NON-AD VALOREM ASSESSMENTS
COMBINED TAXES AND ASSESSMENTS	$2,293.41

PAY ONLY ONE AMOUNT

See reverse side for important information.

BLUE PORTION OR RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT

ROD NORTHCUTT, CFC, CPM
BREVARD COUNTY TAX COLLECTOR

2006 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3000275		58,820		58,820	64U0

**********AUTO** 3-DIGIT 329
ROLLING MEADOW RANCH INC
1400 WILLOWBROOK ST
PALM BAY, FL 32909-1201 118

000175

20 37S 38E HF 250
SAN SEBASTIAN FARMS
PALM BAY
NW 1/4 N OF SEBASTIAN MAIN CANAL
See Tax Roll for extra legal.

SEE INSERT FOR IMPORTANT INFO AND TELEPHONE NUMBERS WWW.BREVARDTAXCOLLECTOR.COM

AD VALOREM TAXES

TAXING AUTHORITY		MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C101	COUNTY GENERAL FUND	3.8558		58,820	219.09
C114	BREVARD LIBRARY DISTRICT	.5487		58,820	31.23
C115	BREVARD MOSQUITO CONTROL	.1800		58,820	10.23
C188	S BREVARD REC DIST 2001-2020	.4188		58,820	23.80
S207	SCHOOL - BY STATE LAW	4.9560		58,820	281.60
S208	SCHOOL - BY LOCAL BOARD	.7110		58,820	40.40
S213	SCHOOL - CAPITAL OUTLAY	2.0000		58,820	113.64
T365	CITY OF PALM BAY	4.6000		58,820	261.37
W622	ST JOHNS RIVER WATER MGMT DST	.4620		58,820	26.25
V729	FLA INLAND NAVIGATION DIST	.0365		58,820	2.19
V745	SEBASTIAN INLET DISTRICT	.1595		58,820	9.06
D870	ENV END LD/WTR LTD 05-24	.0472		58,820	2.68
D871	ENV END LD/WTR (DBTP) 05-24	.0980		58,820	5.57
D873	ENV ENDANG LAND (DBTP) 01-10	.1665		58,820	9.45
D883	ENV ENDANG LD ACQ 01-10	.0398		58,820	2.28
D882	PALM BAY ROAD IMPROV 96-2005			58,820	
D888	S BREVARD REC DIST (DBTP)01-20	.1812		58,820	10.30

TOTAL MILLAGE	18.4640	AD VALOREM TAXES	$1,048.13

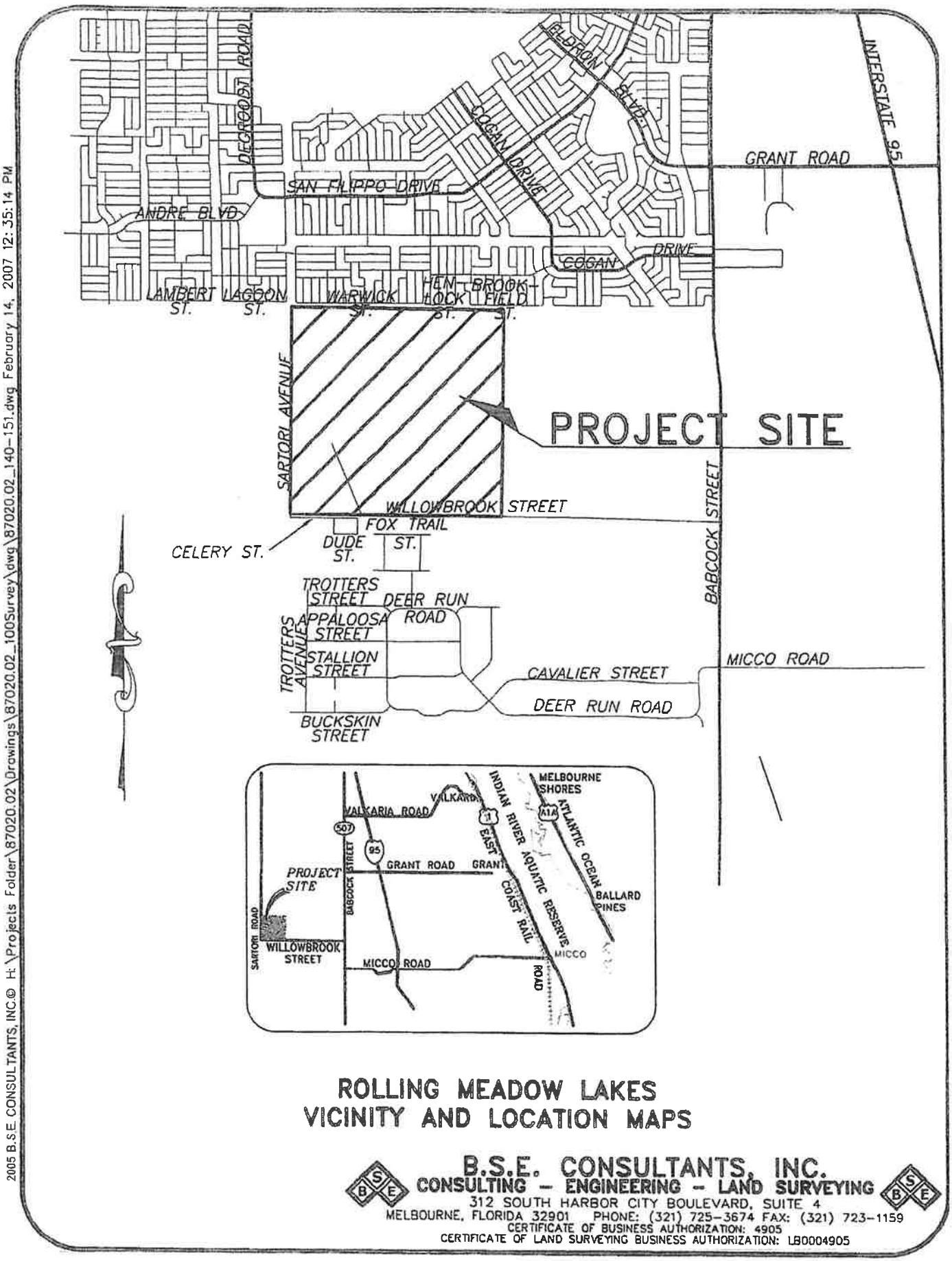
NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
POSTED	$200

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA	NON-AD VALOREM ASSESSMENTS	
COMBINED TAXES AND ASSESSMENTS	$1,048.13	PAY ONLY ONE AMOUNT

See reverse side for important information.

PLEASE DETACH AND RETURN ENTIRE NOTICE WITH A SELF-ADDRESSED STAMPED ENVELOPE FOR A VALIDATED RECEIPT



ROLLING MEADOW LAKES
VICINITY AND LOCATION MAPS

B.S.E. CONSULTANTS, INC.
CONSULTING – ENGINEERING – LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901 PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

2005 B.S.E. CONSULTANTS, INC.© H:\Projects Folder\87020.02\Drawings\87020.02_100Survey\dwg\87020.02_140-151.dwg February 14, 2007 12:35:14 PM

Table 1:
PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE	WL & SW SIZE	WL & SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION I D
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE	IMPACT SIZE	IMPACT CODE	
WL #2	641	1.08 acres					641	1.08 acres	D/F	
WL #3	630	1.04 acres	1.04 acres							
WL #4	630	1.11 acres	1.11 acres							
WL #5A	641	1.10 acres					641	1.10 acres	D/F	
WL #8	641	1.50 acres					641	1.50 acres	D/F	
WL #11	641	2.51 acres					641	2.51 acres	D/F	
PROJECT TOTALS:		8.34 acres	2.15 acres					6.19 acres		

Comments: WL #1 and #7 previously mitigated for under separate permit #4-009-15821-6.

CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E,111b.)
Impact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

Reviewer: _____

Table 1:
PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE	WL & SW SIZE	WL & SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION I D
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE	IMPACT SIZE	IMPACT CODE	
WL #1E	641	0.65 acres					641	0.65 acres	D/F	
WL #2E	641	1.48 acres					641	1.48 acres	D/F	
WL #3E	641	0.17 acres					641	0.17 acres	D/F	
WL #4E	641	0.32 acres					641	0.32 acres	D/F	
WL #5E	641	0.19 acres					641	0.19 acres	D/F	
WL #6E	641	0.31 acres					641	031 acres	D/F	
SW	500	1.33 acres					500	1.33 acres	F	
PROJECT TOTALS:		WL-3.12 acres SW-1.33 acres						WL-3.12 acres SW-1.33 acres		

Comments: WL sizes per aerial interpretation and not yet verified by SJRWMD.

CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E,111b.)
mpact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

Reviewer: _____

Table 1:
PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE	WL & SW SIZE	WL & SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION I D
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE	IMPACT SIZE	IMPACT CODE	
WL #5B	641	0.46 acres					641	0.46 acres	D/F	
WL #6	641	0.40 acres					641	0.40 acres	D/F	
WL #9	641	0.62 acres					641	0.62 acres	D/F	
WL #10	641	0.26 acres					641	0.26 acres	D/F	
WL #12	641	0.25 acres					641	0.25 acres	D/F	
WL #13	641	0.11 acres					641	0.11 acres	D/F	
PROJECT TOTALS:		2.10 acres						2.10 acres		

omments: WL #1 and #7 previously mitigated for under separate permit #4-009-15821-6. All WL listed on this form DO NOT require mitigation per previous eviews.

ODES (multiple entries per cell not allowed):
etland Type: from an established wetland classification system (see Section E,111b.)
npact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

Reviewer: _____

Table 3:
PROJECT OFF-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TARGET TYPE
PROJECT TOTALS	NA		NA		NA		NA		NA		NA	

Comments: Mitigation to be performed at Mary A. Ranch Mitigation Bank.

CODES (multiple entries per cell not allowed):
Target Type or Type = target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer: _____

COVER LETTER EXHIBIT 4

Julie Bernal

From: Hector Franco [francoh@palmbayflorida.org]
Sent: Thursday, March 06, 2008 9:35 AM
To: Scott Glaubitz
Cc: Patrick Murphy; David Watkins; Katie Fought; Fernando Camba; Mike Couture; Bill Nichols; Kwabena Ofosu; Jim Williams; Martha Steuart; Martha Steuart; Ralph Jenkins
Subject: RE: Rolling Meadows 1st review comment.

Attachments: Rolling Meadow Lakes Construction Plans 1st Review.docx

Rolling Meadow Lakes Construct...

Scott,

Attached please find the review comment for the above project

For your review and response accordingly.

If you have questions on the review comments please contact the appropriate

Staff member or me so we may provide any clarification needed.

You must provide a written response to each comment provided along

With the required number of plan sets with the re submittals.

Thank you,

Hector I Franco

CONFIDENTIALITY NOTICE:

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Rolling Meadow Lakes
Construction Plans and Plat Review
February 5, 2008
Review Comments #1

Land Development (Engineering) - Hector I Franco

1. Provide copy of St Johns River Water Management District Permit. Include permit conditions.
2. Provide pre vs. post stormwater calculations for 10yr-24 hr and 25yr-24hr storm event certified by registered engineer.
3. Provide copy of geotechnical report (soils analysis report) certified by registered engineer.
4. Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.
5. Provide copy of environmental study for this project.
6. An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.
7. Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.
8. An inspection fee equal to ½% of construction cost for all subdivision improvements (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.
9. Note that no building permits, certificate of occupancies, or certificate of completion shall be issued until all fees are paid and subdivision infrastructure have been completed and approved.
10. Note that no construction of any kind shall be permitted prior to final plat approval by the City Council per Land Development Section 184.10 construction approval.
11. A pre-construction meeting is required prior to start of any site work.
12. Sheet 2: Provide a land use table with number of lots per block, total number of lots proposed, number of single family and multi-family units, impervious and pervious areas.
13. Plat Sheet 1, table: provide each tract area and total site area.
14. Plat all Sheets: Label roadway names and all drainage pipe easements proposed.
15. Plat Sheet 3 and 4: Verify Willowbrook St vs. St John's Heritage Parkway on sheet 173 and 174. Is this part of tract ZZ? Please clarify on the plat.
16. Plat Sheet 4: Missing lot number or tract designation between lots 410 & 124 and lots 1 & 123.
17. Plat Sheet 5: Missing lot number designation between lots 94 and 95 close to tract C.
18. Plat Sheet 6: Missing lot number or tract designation between lots 27- 28- 29, lots 62-63, lots 66-67 and lot 71-72.
19. Plat Sheet 7: Missing lot number or tract designation between lots 26-27 and lots 49-50.
20. Sheet 24: Provide copy of permit to discharge Rolling Meadow Lakes outfall to Sotile Canal.
21. Sheet 24: Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36roadway crossing.
22. Sheet 24 master paving and grading plan: show all proposed storm pipes and drains. Provide drawing legend.
23. Sheet 25 to39: Show existing and proposed elevations for top of bank, edge of water and normal water level on Sotile Canal and the east canal and Tillman Canal 36 on the north.
24. Sheet 26 Sta. 39 & 40, Sta. 26 & 27, Sta. 12 & 13, and Sta. 17 & 18: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
25. Sheet 30 Sta. 41 & 42, Sta. 39 & 40, Sta. 52 & 53: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
26. Sheet 31 Sta. 119 & 120, Sta. 10 & 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.

27. Sheet 33 Sta. 22 & 23 and Sta. 53 & 54: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
28. Sheet 38 Sta. 184: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
29. Sheet 39 Sta. 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.
30. Sheet 40 is a blank page. Provide missing drainage structure table data.
31. Provide a striping and signage plan for all road works proposed showing traffic signs and pavement markings i.e., speed limit signs, crosswalk striping, dead end or no outlet signs etc.
32. Sheet 172 is a blank page. Provide missing Willowbrook or Parkway roadway improvements
33. Sheet 198 demolition plan: Provide legend and notes, show type of work being proposed.
34. Provide copy of site traffic study.
35. Provide owner release to act as agent for BSE.
36. Plan cover sheet: Provide client contact name and fax number. Have client provide subdivision construction plan review application.
37. Sheet 3 existing condition plan: subdivision to the east of the project shown is not existing. Revise accordingly. Show existing roadway and canal right-of-way width to the South, North and East. Label right-of-way existing.
38. Plat sheet cover note #6: revise note to state project roadways are to be maintained by Rolling Meadow Lakes Homeowners Association, similar comment for tract area summary item ZZ and G. Note public maintenance of roadway shall be per Land Development Code Chap. 182.0 and must take place after construction. Revise dedication accordingly.
39. Sheet 2 plat: there are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the plat and provide appropriate approval to vacate from that jurisdiction.
40. Sheet 3 and all applicable plat sheets: label easement between lots such as between lots 145 and 146, also for the 15' easements shown. All sheets label the intended use. Are all easements shown drainage easement unless noted otherwise?
41. Provide drainage and access easement along the rear of all lots for purpose of maintenance of pond banks. How far are pond top of banks from property lines? Dimension on Geometric plan sheets.
42. Plat: the certificate of approval by Planning and Zoning Commission may not be valid. See Planning comments.
43. Sheet 4 and all applicable sheets: various tracts not labeled such as between lots 261 and 260, lot 369 and 368, tract ZZ and tract A, lot 361 and lot 360 to 357. Label and provide use on plat and note dedication.
44. Sheet 2, 3, 4 and 5 of the plat: sheet1 call for the south area to be excluded from the plat while sheets 3, 4 and 5 calls for 200' right-of-way Willowbrook Street but the south portion is off the plat. How is the south portion of the right-of-way being dedicated? Where is the existing Willowbrook Street currently being used?
45. Sheet 5 of plat, Willowbrook 200' right-of-way: re-label as Parkway on all applicable sheets. How does the site access connect to an existing roadway?
46. Sheet 6, 7 and 8 of plat: it is believed multi-family units are proposed. Provide unit number for each unit within a lot. How will these units be described legally? Separate site plan required for multi-family units.
47. Sheet 15 lot 157 does not comply with subdivision Land Development Code 184.17(3) and (6). Please correct.
48. Per Land Development Code Section 184.17 (3), the minimum and maximum lengths of blocks are 400' and 1320'. Verify plat complies with this requirement.
49. Plat sheet 17 and all other applicable location: label tract and use accordingly. What tracts are proposed between lot 12, lot 120 and lot 111 and 112?
50. Sheet 24 vs. sheet 3 Plat: show drainage easement across 200' LF right-of-way for site outfall to Sotile proposed.
51. Sheet 24: indicate the location of silt fence proposed with relation to Sotile Canal bank and existing and proposed roadway Willowbrook Street or Parkway.
52. Sheet 24: Deer Run outfall detail (B), where is this located?

53. Sheet 24: provide Sotile Canal model and impacts for 25yr-24hr and 100yr-24hr storm for proposed plug to canal for our file. How does this canal modification impact Waterstone Development? Indicate approximate canal slope and normal water level.
54. Sheet 24: provide floating turbidity curtain at outfall pipe 60" twin pipe. Invert 13.0 or 15.0? Make consistent with detail A, section A and B. Specify thickness of riprap. Provide material and compaction specification of fill in canal and embedment depth of concrete cap. Is there any reinforcement in the concrete cap?
55. Sheet 24 North end: Provide design and construction requirement for crossing canal C-36 and connection to public street. List name of connected street and provide survey information at connection for existing condition.
56. Sheet 25: Show 200'ft parkway right-of-way per sheet 3, 4, and 5 of the plat. Indicate location of canal top of bank to right-of-way line. Exist and proposed condition need to be provided.
57. Sheet 26: Future commercial lots shows sidewalk on site property provide appropriate sidewalk easement and continue sidewalk along all lots. Connect site sidewalk with parkway sidewalk proposed. Revise plat easements accordingly.
58. Sheet 26 and all applicable sheets: The mes proposed have RIM elevations 18.70 Correct length of pipe to correct pond contour and invent out elevation. Pipe elevation 11.5 should be lower in the pond bank than pipe elevation 16.0 and length of pipe should be different. Note #7 and 11 on the sheets correct.
59. Sheet 26 and all applicable sheets: Provide pipe slopes proposed and location and elevation of roadway high points per Public Works Manual (Close Drainage). Curb inlet should be located no further than 400'ft from road high points.
60. Sheet 26: Provide design information for offsite work of St. John Heritage Parkway. Is construction offsite taking place before the subdivision?
61. Sheet 28: Please label pond by names on all applicable sheets. For the two ponds on the sheet. How is the normal water level maintained at elevation 20.0, when DS-486 RIM is 22.67? Correct wet detention system information accordingly. Bottom right of all pages.
62. Sheet 28: STA 80+70 label pipe size proposed under St. John's Heritage Parkway and MF1 south. Is there easement required over the parkway?
63. Sheet 28: MF1 south STA 32 to 36 and all applicable sheets indicate roadway design speed and posted speed. What design speed does this curve meet?
64. Sheet 28: South connection with existing roadway; Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections.
65. Sheet 28: East Side and all applicable sheets where there is an existing canal that must be filled in. Provide existing elevations at property line and add note on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? Mitigate any offsite impacts.
66. Sheet 27 & 29: Roadway RML (2) Station 68 + 20 approximately and all applicable locations inlet invert out DS-406 and DS-407 is 15.50, while outfall to at pond DS-405 and 408 elevation is 16.00. Recheck slope and clarify. If this is an equalizing pipe why not set all inverts at equal elevation?
67. Sheet 29 For RML (5) Why stagger inlets at low point? See STA 52+00 and 58+50 with the low point at one location and the cross slope of the road 2%. How is the inlet curbing adjusted to be at the lowest point and prevented from holding or ponding run off? Recommend relocation to be perpendicular at all possible locations. Add general note for situations were it's not possible.
68. Phasing plan: Revise cul-de-sacs to be per City Land Development Code Subdivision 184.18 (11) requiring 80' ft diameter drive surface. Revise phase line accordingly.
69. Paving and Grading plan sheets show sidewalk along the frontage of lots tract and open space. Sidewalk in the open space will be constructed with the project construction. Sidewalk in residential areas will be built with house construction. Add general note on plans.
70. Sheet 37 RML (3) Station 90+80 Lt Drainage pipe easement missing for lot (1) correct. Check plat and make consistent.
71. City requires 6 hard copies of the plans with each submittal signed sealed by the Engineer of records.
72. Sheet 45: Service laterals missing for each lot.
73. Sheet 44, 45, and 46: Continue force main and show offsite work required for system connection. Provide right-of-way or easement accordingly.
74. Sheet 49 and 56: Continue force main and show offsite work required for system connection. Provide right-of-way or easements accordingly.

75. Sheet 59, 60, 61, 62, 63, 65 and 73: Show 24" water line system connection; include all offsite work and easements or right-of-way for this utility.
76. Sheet 74 Station 16+79 move PVI information away from sewer inlet information on all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI inlet SMH151 23.97 or 23.64? (Correct and make consistent). Should match pavement grade.
77. Paving and grading or plan and profile sheets: Provide edge of pavement RADII information at all intersections and cul-de-sac.
78. Sheet 75 SMH 216 and all applicable manholes, correct RIM elevation to match pavement elevations. Revise information accordingly.
79. Plan and Profile sheets label width of proposed right-of-way. Per Public Works Manual (3.1.5) on collector intersecting street shall have pavement RADII of 40'ft. Sheet 77 revise and clarify signage and stripping at Collector Street. Install crosswalk and keep right median sign. Indicate design speed on construction plans.
80. Sheet 78 SM4-43 and 45: Not flush with center road final grade. Revise on all applicable sheets.
81. Sheet 78: Drainage inlet at 67+39 is further than 400' ft from high point. Per Public Works Manual section 4.6.1 (4) a distance less than 400' ft cannot be use without providing water spread criteria calculations, which supports distance proposed. Revise or provide calculations on all applicable locations.
82. Sheet 42: Match line number is incorrect should be 48 not 49 correct on all applicable sheets.
83. Sheet 82: SMH-25 and SMH-67 have incorrect RIM elevation does not match roadway grades. Provide sewer manhole RIM elevation on plan and profile.
84. Sheet 82: Sta 119+31 to 199+72 and all other applicable locations. Revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify sight distance requirements per FDOT Guidelines. Are blind driveway signs required?
85. Sheet 82: Drainage inlets are not at roadway low points DS-61 & 62 and 58 & 59. Correct location for vertical curves proposed. Correct PVI elevation to be consistent plan vs profile.
86. Boundary survey 1 and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans.
87. Sheet 83: Sta 128+00 specify clearance between gravity sewer and 18" RCP. Are concrete support needed above sewer line or change in material at crossing?
88. Sheet 85: Sta 154+47 SMH-58 not flush with roadway correct.
89. Sheet 86: Sta 173+57 specify clearance at crossing. Is a cradle required or different material on PVC gravity line?
90. Sheet 87: SMH-93 307 and 306 are not at grade with roadway. Check RIM proposed. Drainage inlets are not at the low points in the roadway per vertical curve date. Bridge is approximately 5 higher than roadway normal grade. What's the design speed? Verify sight and stop distance requirements. Are blind driveway warning signs required?
91. Sheet 89: Sta 212+18 intersecting street should have 2% cross slope. Revise accordingly on plan & profiles on all applicable sheets. Sta 214+08 is the low point. How is DS-135 to work 50'ft away? What is the center line roadway grade at this location? Quantify and correct accordingly.
92. Sheet 92: Various manhole RIM elevation not consistent with centerline road grade. DS-151, 150 drainage inlet road low point at 249+13 or 248+50? Correct accordingly. Same for DS- 154 and DS-153 and all other applicable locations.
93. Sheet 93: Continue profile to sewer inlet or drainage inlet. Provide grading requirement for cul-de-sac on all applicable sheets.
94. Sheet 94 and all applicable sheets profile road finished grade next to each station is incorrect. Please revise.
95. Sheet95: Correct road finished grade elevations on profile and SMH RIM elevation accordingly. All applicable sheets.
96. Sheet 97: Storm inlet at sta 57+18 is not at the roadway low point. Sta 57+58 appears closer, verify and correct accordingly. Plan view sidewalk is on site. Special easement required on plat.
97. Sheet 98: Sta 73+58 show 36" RCP in profile view, resolve any conflicts. How is low point at Sta 73+34 drained? No inlets. Please revise accordingly.
98. Sheet 99: Provide grading detail for curb line in cul-de-sac.
99. Sheet 99: Water main UNDE 18" RCP with less that 24" separation. Verify if any additional change is required.
100. Sheet 101: Drainage inlets at approximately 43+44 should be close to low point at 44+0. Verify and adjust accordingly.
101. Sheet 201 & 200: With road slope at 0%, how does structure drain? What are the ½" plate's specifications? Will this structure have flexible pavement on top?

102. Sheet 103: Recheck separation of 18"RCP with sewer gravity line. Provide concrete cradle accordingly.
103. Sheet 165: Parkway pavement section; show 1ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI.
104. Sheet 165: Parkway notes 2, 3, 4, 8 and 10 recheck as they are not consistent with the area or information provided. Remove second part of note #10 from plans the second lift will be required prior to certificate of completion or a separate developer agreement with the City provided with all applicable stipulations.
105. Sheet 165: 50'ft right-of-way, recheck dimensions as they are incorrect same comment for Lowry 130' right-of-way. For Lowry pavement section change asphalt to 2", base 10" per Public Works Manual.
106. Sheet 105: Sta 90+62 drainage pipe missing from profile view. Show 24" and verify location with water line.
107. Sheet 106: Sta 111+07 is a low point. Why is the drainage inlet approximately 60'ft away? Correct on all applicable sheets.
108. Sheet 107 & 92: Road intersection does not appear to match Sta 119+40 = 253+70 road grade 26.45 or 27.20? Correct and make consistent. Both roads are in or near vertical curves but intersecting street should show 2% cross slope of lane to prevent hump in the non-stop condition.
109. Sheet 108 & 102: Road intersection grade does not match Sta 59+38= Sta 18+83 grade 24 or 24.40? See previous comment and correct on all applicable sheets.
110. Sheet 108 & 109 Sta 22+50 to 23+50 vertical curve information missing. Please provide.
111. Sheet 112: There are 600 ft of flat centerline. Sta 12+50 to 18+50 approximately per Public Works Manual 4.61 (2) min slope shall be 0.2%. How does this section of roadway drain? Provide elevations around round about as there is no typical section.
112. Sheet 118: minimum slope required 0.2% but 0.13 proposed. Revise on all applicable sheets.
113. Sheet 119: Drainage inlet Sta 16+90 is 70' away from low point Sta 16+20 why?
114. Sheet 120: Provide typical section for sidewalk adjacent to the roadway before the bridge. Sta 26.008 to 26+50 and Sta 27+0 to 27+42 is the sidewalk flush with the road or raised?
115. Sheet 120 and all applicable sheets: Show all sidewalks proposed on the construction plans. Intersection 33+00 must show developer building sidewalk to all property lines.
116. Sheet 121 and all applicable sheets: Lowry curbing (F) curbing or miami? Clarify and make consistent. See sheet 165 cross section.
117. Sheet 124 and all applicable sheets: Check inlet location versus roadway low point.
118. Sheet 124 and all applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.
119. Sheet 165: Label slope sidewalk on all cross sections.
120. Sheet 138: Show drainage structure on Sta 18+46 in the profile view.
121. Sheet 149 and all applicable sheets: Provide pavement grading around cul-de-sac.
122. Sheet 155, 156 and 157 0.0% road grade: Explain drainage. 0.2% minimum allowed slope per Public Works Manual.
123. Sheet 159: Provide concrete cradle on 91"x58" HERCP above sewer line. Specify clearance between pipes. Should 8" PVC line be ductile?
124. Sheet 161: Show missing drainage pipe in profile view Sta 38+12; same comment sheet 162 Sta 54+79.
125. Sheet 162: Revise slope 0.03% min required per Public Works Manual is 0.2%.
126. Detail sheets: Please provide stop sign detail with street sign plates.
127. Sheet 169 to 171: Please add pavement grading detail.
128. Sheet 174: Is a keep right sign required? Paint median curbing yellow connects on site sidewalk with offsite. Provide drainage system design information for Parkway. Median line should be yellow not white. Show stop sign location at entrance. Provide truncate domes at intersection for sidewalk crossing.
129. Sheet 174: Revise median edge stripping. Is stop sign and stop bar applicable for median? Why is it not used on sheet 132? Correct and make consistent. Connect offsite sidewalk with on site sidewalk.
130. Sheet 184 Lot 136,137,138,168,169, and 170: Lot grading not provided, please provided. Verify lots comply with lot grading ordinance 174.073. Provide sidewalk on each lot per ordinance 184.21 show sidewalk and grading or typical section.
131. Sheet 184: Lot grading missing lot 362, 363, and 364.

132. Sheet 186: Revise lot drainage around perimeter to be type (A) or provide offsite perimeter drainage system. Discharge must not drain into private property without proper easements or right-of-way. Provide existing elevations offsite.
133. Sheet 188: Several lots don't have lot grading information at end of cul-de-sac. Provide on all applicable sheets. Block H recheck grading adjacent to lots 75 & 77.
134. Sheet 198: Note demolition permit required for mining office removal from Building Department.
135. Sheet 199: Development of recreational area requires submission and approval of site plan. Storage parking other than concrete on asphalt requires City Engineer approval.
136. Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer)

Land Development (Planning) – Patrick Murphy

1) The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.
2) A tree survey is required showing all exceptional specimen trees.
3) Indicate which phase(s) the developer intends to build the Parkway.
4) Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.
5) An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.
6) Provide the number of lots in each phase.
7) May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.
8) Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.
9) This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.
10) FLUE Policy FLU-8.30 requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.

Land Development – Martha Steuart

1. All roadway names must be approved in writing by Brevard County E-911 and a copy of the approval letter submitted to Martha Steuart, addressing authority for Palm Bay.
2. Thirty-one roadway names will be required.
3. The designation of the roadways as "Street", "Drive", "Court", "Boulevard", etc. will be determined by the City of Palm Bay.
4. There are two roadways shown which apparently connect elsewhere. More information is needed to determine their designation.

Land Development (Floodplain Management) – Jim Williams

1. The entire site should be removed from the special flood hazard area AE, +- 1,250 acres are in the SFHA.
2. A FEMA MT-1, CLOMR-F application for the multiple lots needs to be submitted to this office. The FEMA fee is $800.00.
3. A copy of the deed proposed subdivision map with the total number of lots/structures, stormwater calculations showing the 100 year storm event and the proposed finished grades on the elevation form need to be completed.
4. The community acknowledgment form will be completed by this office and the complete package sent to FEMA. A blank application and instructions are attached.

Land Development (Traffic) – Kwabena Ofosu

A traffic study is required for this project. Have your engineer contact City staff for methodology and other study requirements.

Public Works (Right-of-way use) – Bill Nichols

No comments.

Public Works – Fernando Camba

1. The proposed Lowry roadway appears to be connecting to the existing right-of-way of Lowry Boulevard, the connection to the existing right-of-way needs to be shown on plans.
2. Permit application and fee ($177.00 as of October 1, 2007) for the connection to the existing right-of-way of Lowry Boulevard needs to be provided to the Driveway Permit Section, fee increases every October.

Public Works – Mark Briggs

1. Include the following paragraph on sheet 2 of 218 under **GENERAL.**

"The contractor will notify the Public Works Department/Right-of-way Services to attend the scheduled preconstruction meeting prior to construction start. The contractor will notify Right-of-way Services 48 hours prior to any construction activity. The contractor will provide Right-of-way Services with a copy of all test results from proposed improvements, all concrete tests and all density and compaction results from the project. The contractor will provide Right-of-way Services with current contact information to include name and phone numbers of all contractors and sub-contractors on site. A sequence of work schedule is also requested. All coordination for Right-of-way Services can be accomplished using the following contact information, Public Works Department/Right-of-way Services (321)953-8985, fax (321)768-6401, e-mail @ rightofwayuse@palmbayflorida.org or mail to Public Works Department/Right-of-way Services, 1050 Malabar Road, Palm Bay FL 32907.

2. Pages 40, 57 and 172 are blank. The first 2 are supposed to be structure tables and the third is supposed to be Willowbrook Roadway Improvements. These pages need to be included.
3. Sheets 173-175, need to show all ADA Ramps where required.
4. Please provide a full set of printed plans to the Right-of-way Services for the next review.

Fire Dept – Mike Couture

1. Fire hydrants shall be located not further than fifteen (15) feet nor less than three (3) feet from an improved surface. City Ord. Sec. 177.03(d)
   Note: Revise comments on potable sheets to reflect the above. The improved measurement starts at the outside of the curb.
2. Fire hydrants in residential subdivision/developments shall be installed at each intersection, with intermediate hydrants spaced at intervals not to exceed one thousand (1,000) feet apart.
   City Ord. Sec. 177.04.
   The following sheets have fire hydrants exceeding 1,000 feet spacing: Sheet 59 Blk B between lot 36-62; Sheet 60 Blk B between lots 349-374; Sheets 61 Blk B between lots 1-31 & 88-120; Sheet 62 Blk E between lots 43-64; Sheet 65 Blk B between lots 191-203 & 67-190.

Utilities – Katie Fought

General:

1. All utility construction shall be in accordance with the latest revision of the Palm Bay Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings.
2. Submit an Engineers Project Fixture Flow Calculations so we may calculate the required Utility connection fees.
3. Submit an "estimate of the water and or sanitary sewer construction cost", which will be used to calculate the Utility Inspection Fee.
4. #179 – Use revised January 2008 City of Palm Bay details for water and sewer.

Offsite Utilities:

5. Water: Connect to the existing 24" water line located on Cogan and design your line to continue down Cogan to San Filippo to Lowert to project property. Also tie into existing water line at Waterstone Subdivision. Design pipe sizes to your projects flow requirements.
6. Sewer: Connect to existing 8" sanitary sewer line at Waterstone Subdivision.

Sewer:

7. General Sewer: Lift Stations will be reviewed in detail once projects offsite utilities have been added to plans.

8. #42 – Lot 386 move sewer service out of manhole.
9. #42 – Lot 152 water service for lots 153/152 should be a double, eliminate service at the rear of the lot.
10. #43 – Remove sewer service from manhole lot 356/355, no direct connection to manhole.
11. #43 – No sewer service shown for lot 368.
12. #43 – Combine the sewer service for lots 290/291.
13. #44 – No sewer service shown for lot 76/77.
14. #44 – Combine single service to a double service for lot 72/73.
15. #44 – Remove all direct sewer services to the manholes, reference lot 78 – 83 in manhole 278, lot 87/88, lot 42/43, lot 130/131, lot 116/117, lot 144/145, lot 104/105.
16. #44 – No service to lot 65.
17. #45 – Plans do not show any services or force main location.
18. #46 – No services shown for Block F.
19. #46 – Remove all direct service into manhole, reference lots 154, 152, 159, 150, 149, 148, 282, 281.
20. #47 – No services shown on Block F.
21. #47 – Remove all direct connections of sewer services to manhole reference lots 32, 34, 38, 40, 205.
22. #48 – Remove all direct connections of sewer services to manhole, reference manholes 5, 25, 64, 67, 81.
23. #49 – Remove all direct connections of sewer services to manhole, reference manholes 12 and 85.
24. #50 – Combine services to a double on lot 294/296 Block I.
25. #50 – Remove all direct connections of sewer services to manhole, reference manholes 182, 186, 185, 128, 208, 189, 201, 207, 209.
26. #51 – Remove all direct connections of sewer services to manhole, reference manholes 130, 172, 120, 179, 181, 155, 185, 140, 182, 160, 128.
27. #52 – No service to lot 97.
28. #52 – Remove all direct connections of sewer services to manhole, reference manholes 113, 158, 114, 156, 155, 172, 180, 181, 130.
29. #53 – Remove all direct connections of sewer services to manhole, reference manholes 103, 104, 111, 102, 101, 142, 177, 178, 176, 147, 146, 166, 168.
30. #54 – Remove all direct connections of sewer services to manhole, reference manholes 98, 171, 110, 187, 193, 195, 166, 146, 147, 183, 184.
31. #55 – Remove all direct connections of sewer services to manhole, reference manholes 91, 93, 74, 306.
32. #56 – Remove all direct connections of sewer services to manhole, reference manholes 308, 79, 77, 76, 83, 84.

Water:

33. General Water – Make all single water service a double service whenever possible.
34. General Water – All lift station water services will be a 2" service.
35. General Water – On General Note 5, remove the reference "all other service line shall be ¾ inch".
36. General Water – Show all blow offs at the end of the main.
37. General Water – Show on plans the description of the use of DIP whenever there is a storm pipe conflict or crossing.
38. General Water – On cul-de-sacs, continue main to the lot served. No services will be under the cul-de-sacs.
39. General Water – Move valves out of intersections and distances between inline valves will be per FDEP standards.
40. General Water – All double services shall be 1" poly to a U branch assembly.
41. #61 – Insert a valve at lot 95, Block F, insert valve between lot 92/93, Block D.
42. #62 – No services are shown in Block F.
43. #63 – No services shown for lot 1, Block D and lot 66, Block D.
44. #73 – No service to lot 22, Block A.
45. #60 – Lot 88 needs single 1" service water
46. #60 – Lot 360 Block B needs single 1" service water.
47. #61 – Lot 126 Block F needs single 1" service water.
48. #61 – Lot 86 Block F needs single 1" service water.
49. #64 – Lot 89 Block H needs single 1" service water.

50. #64 – Lot 88 Block H needs single 1" service water.

COVER LETTER EXHIBIT 5

Julie Bernal

From: Ana Saunders
Sent: Tuesday, September 29, 2009 1:26 PM
To: 'David Watkins'; Hector Franco
Cc: Scott Glaubitz; Julie Bernal
Subject: RE: Rolling Meadows PUD/Subdivision

Thanks Dave.

Last time I believe that we submitted one (1) hard copy of the plans (they were not signed/sealed) and 2 or 3 CD copies with the construction plans as PDFs loaded on them.

Ana Saunders, P.E.
Project Engineer
B.S.E. Consultants, Inc.
Phone (321) 725-3674
Fax (321) 723-1159
asaunders@bseconsult.com

-----Original Message-----
From: David Watkins [mailto:watkid@palmbayflorida.org]
Sent: Tuesday, September 29, 2009 1:24 PM
To: Hector Franco
Cc: Ana Saunders
Subject: Rolling Meadows PUD/Subdivision

Hector:

Couple of issues:

1. The plans BSE will be submitting are approximately 250 sheets per plan set. What is the minimum number of printed plans you need and can they provide any as disk or FTP site access?

2. They would like a pre-review meeting to briefly go over the changes made to help facilitate review. Ana will be contacting you when ready.

David

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COVER LETTER EXHIBIT 6

MASTER SANITARY SEWER SYSTEM STUDY
ROLLING MEADOW LAKES

SUBMITTED TO:
City of Palm Bay Utilities
Distribution and Collection Division
1750 Main Street
Palm Bay, FL 32907

PREPARED FOR:
Rolling Meadow Ranch, Inc.
1400 Willowbrook Street
Palm Bay, FL 32909

PREPARED BY:
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite 4
Melbourne, Fl 32901

November 2009
B.S.E. File #87020.02

COVER LETTER EXHIBIT 7

Rolling Meadow Lakes
BSE # 87020.02
November 17, 2009 – 2:00 p.m. City Meeting

3 sets
5 CD's

Discussion Points

- Plan Set Size – Total of ± 350 sheets:
  - ❑ 185 Sheets – Construction (each sheet includes an index).
  - ❑ 11 Sheets – Off-Site Flow Way.
  - ❑ 2 Sheets – Boundary Survey.
  - ❑ 12 Sheets – Aerial Topography.
  - ❑ 114 Sheets – 5 Phase Plat.
  - ❑ 25 Sheets – Parkway Set.

- Master Paving & Grading Sheet:
  - ❑ St. Johns permit issued.
  - ❑ Bottom of base to water table of 1' local, 2' arterial; spread on roads followed.
  - ❑ Most storm sewer collects and drains directly to lakes; very little parallel storm sewer.
  - ❑ Stormwater discharge is directed to the west; overflow to the east in Sotile Canal in extreme events.
  - ❑ Lakes – ± 622 acres or about 43% of the site; project is a stormwater importer.
  - ❑ Portions of the system are constructed as the site was formerly a coquina mine and the slopes had to be reclaimed.
  - ❑ St. Johns – allowed for staged lake levels for irrigation.
  - ❑ Low points vary but +23; 100 year storm is 21.6'. Lowery is generally higher with low point of 23.6' meeting the 2' separation.
  - ❑ Drainage structures are nearly across from one another; therefore, low points have little skew.
  - ❑ There are longer lots along the west side of the lake due to the mine reclamation process (up to ± 300).

- Utilities:
  - ❑ Sewer:
    - ◊ 6 on-site lift stations; no re-pumping.
    - ◊ On the large lots – service connections are deeper to allow for a longer house connection (± 250 feet worst case).
    - ◊ Gravity 0.36%; 0.44% on last / end runs.
    - ◊ Point of connection at Sartori Road.

- ❑ Water:
  - ◊ 24" water main along Lowery.
  - ◊ 10" interior loop, the 8" and 6" mains; 12" loop at MF area.
  - ◊ System has been modeled.
  - ◊ Hydrant spacing ± _____' ; valve spacing ± _____'.
- ❑ Assumptions:
  - ◊ City's published Utility Plan.

- Street Names – Working on.

- Lowery Canal Crossing
  - ❑ Verbal with Melbourne-Tillman – waiting on City comments.

- Lot Grading:
  - ❑ Typically split.
  - ❑ Special grading for driveways near lake crossings.

- Signage & Striping Plan.

- Geometry Plan.

- Phasing / Temporary Signage Plan.

- Dewatering Plan (St. Johns).

- Fees:
  - ❑ Stormwater.
  - ❑ Engineer's Opinion of Cost – later near end of review.

COVER LETTER EXHIBIT 8

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

November 20, 2009

Hand Delivered
Mr. Hector Franco
City of Palm Bay
Growth Management Department
5240 Babcock Street, N.E.
Suite #300
Palm Bay, FL 32907

Re: Rolling Meadow Lakes
B.S.E. File # 87020.02

Dear Hector:

We are in response of comments dated February 5, 2008. Enclosed for your review is the following:

- One (1) copy of St. Johns ERP # 4-009-15821-7
- Two (2) copies of the Stormwater Management Report
- One (1) copy of Crested Caracara Survey (dated May 29, 2008)
- One (1) copy of Cultural Resource Assessment Survey (dated October 2006)
- One (1) copy of the Traffic Impact Study
- One (1) copy of Authorization to Act as Agent form
- One (1) copy of the Subdivision Plan Review Application
- One (1) copy of 10/4/05 e-mail containing analysis that 1,000' radius for Parkway meets FDOT standards
- Two (2) copies of Master Sanitary Sewer System Study
- Three (3) Sets of revised Construction Plans
- Seven (7) discs containing revised Construction Plans

> see full size office set of plans

Our responses are as follows:

LAND DEVELOPMENT (ENGINEERING) - HECTOR I FRANCO

1. **Provide copy of St Johns River Water Management District Permit. Include permit conditions.**

   Enclosed please find a copy of St. Johns ERP # 4-009-15821-7.

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 ~ Fax (321) 723-1159
Toll Free ~ 1-800-523-4BSE (4273)
info@bseconsult.com

2. **Provide pre vs. post stormwater calculations for 10 yr-24 hr and 25 yr-24 hr storm event certified by registered engineer.**

   Enclosed please find a copy of the Stormwater Management Report which includes the requested storm events.

3. **Provide copy of geotechnical report (soils analysis report) certified by registered engineer.**

   Geotechnical information relates to previous mining activity. Reports / borings were taken over a period of many years. A recent "typical subdivision" geotechnical report was not generated. Additionally, the water management district and the applicant agreed on water table elevations based upon on-site indicators, Sotile Canal historic levels and Melbourne-Tillman Canal levels.

4. **Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.**

   Per the re-submittal meeting held on November 17, 2009, once the amount of the stormwater review fee is determined by the City, the fee will be submitted.

5. **Provide copy of environmental study for this project.**

   A Cara Cara Survey and Cultural Resource Assessment were furnished to St. Johns resulting in the permit. These studies are enclosed.

6. **An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.**

   Acknowledged. Please also refer to our standard SWPPP plan sheet.

7. **Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.**

   This County permit is only issued for 60 days; therefore we will require the City process to be nearly complete before we submit to the County.

8. **An inspection fee equal to ½% of construction cost for all subdivision improvements (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.**

   A copy of the Engineer's cost estimate for this project will be submitted under separate cover.

9. **Note that no building permits, certificate of occupancies, or certificate of completion shall be issued until all fees are paid and subdivision infrastructure have been completed and approved.**

   Acknowledged.

10. **Note that no construction of any kind shall be permitted prior to final plat approval by the City Council per Land Development Section 184.10 construction approval.**

    Acknowledged; however, the existing excavation was mass graded as required by the excavation permit.

11. **A pre-construction meeting is required prior to start of any site work.**

    Acknowledged.

12. **Sheet 2: Provide a land use table with number of lots per block, total number of lots proposed, number of single family and multi-family units, impervious and pervious areas.**

    Refer to Sheet 3 of the Construction Plans.

13. **Plat Sheet 1, table: provide each tract area and total site area.**

    Added to the plat, as requested.

14. **Plat all Sheets: Label roadway names and all drainage pipe easements proposed.**

    Shown – however, street names are being cleared through 911 at the County; therefore place-holder names have been used.

15. **Plat Sheet 3 and 4: Verify Willowbrook St vs. St. John's Heritage Parkway on Sheet 173 and 174. Is this part of tract ZZ? Please clarify on the plat.**

    Depicted more clearly on the plat.

16. **Plat Sheet 4: Missing lot number or tract designation between lots 410 & 124 and lots 1 & 123.**

The plat sheets have been updated.

17. **Plat Sheet 5: Missing lot number designation between lots 94 and 95 close to tract C.**

The plat sheets have been updated.

18. **Plat Sheet 6: Missing lot number or tract designation between lots 27- 28-29, lots 62-63, lots 66-67 and lot 71-72.**

The plat sheets have been updated.

19. **Plat Sheet 7: Missing lot number or tract designation between lots 26-27 and lots 49-50.**

The plat sheets have been updated.

20. **Sheet 24: Provide copy of permit to discharge Rolling Meadow Lakes outfall to Sotile Canal.**

The site currently discharges to the Sotile Canal with ± 7 existing outfall structures – the St. Johns ERP has been enclosed.

21. **Sheet 24: Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36 roadway crossing.**

The structure size was informally reviewed and approved as was the cross section. We will submit for this permit when the City process is nearing completion.

22. **Sheet 24 master paving and grading plan: show all proposed storm pipes and drains. Provide drawing legend.**

Added graphically; however, due to the scale, you must refer to the ± 15 following sheets for clarity.

23. **Sheet 25 to39: Show existing and proposed elevations for top of bank, edge of water and normal water level on Sotile Canal and the east canal and Tillman Canal 36 on the north.**

Shown as requested; however, no changes to the Sotile Canal top of bank is proposed.

24. **Sheet 26 Sta. 39 & 40, Sta. 26 & 27, Sta. 12 & 13, and Sta. 17 & 18: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

25. **Sheet 30 Sta. 41 & 42, Sta. 39 & 40, Sta. 52 & 53: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

26. **Sheet 31 Sta. 119 & 120, Sta. 10 & 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

27. **Sheet 33 Sta. 22 & 23 and Sta. 53 & 54: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

28. **Sheet 38 Sta. 184: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

29. **Sheet 39 Sta. 11: Are culverts and retaining wall being proposed? Please clarify and provide more details as necessary. Provide backfill specifications. Provide specification for utility crossing supports detail 201 and 202. Provide structure bottom of support elevation with relation to road grade.**

Refer to Bridge Detail, Sheets 170 and 171.

30. **Sheet 40 is a blank page. Provide missing drainage structure table data.**

The information is shown on plan sheets.

31. **Provide a striping and signage plan for all road works proposed showing traffic signs and pavement markings i.e., speed limit signs, crosswalk striping, dead end or no outlet signs etc.**

A Signage and Pavement Marking Plan has been added to the plan set.

32. **Sheet 172 is a blank page. Provide missing Willowbrook or Parkway roadway improvements.**

Included as a separate plan set, but bound within the overall submittal package.

33. **Sheet 198 demolition plan: Provide legend and notes, show type of work being proposed.**

Shown as requested. The Demolition Plan includes fencing, barn, maintenance shed/office, scale house and so-on. Demolition work will occur in phases concurrent with development phasing.

34. **Provide copy of site traffic study.**

Copy enclosed.

35. **Provide owner release to act as agent for BSE.**

Enclosed is the owner's authorization for B.S.E. Consultants to act as the agent for this project.

36. **Plan cover sheet: Provide client contact name and fax number. Have client provide subdivision construction plan review application.**

The cover sheet has been revised as requested. Enclosed is the Subdivision Review Application.

37. **Sheet 3 existing condition plan: subdivision to the east of the project shown does not exist. Revise accordingly. Show existing roadway and canal right-of-way width to the South, North and East. Label right-of-way existing.**

Sheet 4 has been revised as requested.

38. **Plat sheet cover note #6: revise note to state project roadways are to be maintained by Rolling Meadow Lakes Homeowners Association, similar comment for tract area summary item ZZ and G. Note public maintenance of roadway shall be per Land Development Code Chap. 182.0 and must take place after construction. Revise dedication accordingly.**

Currently, we are discussing with the City Manager's office whether the streets will be dedicated to the City; therefore, dedication to and maintenance of subdivisions streets has not yet been decided.

39. **Sheet 2 plat: there are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the plat and provide appropriate approval to vacate from that jurisdiction.**

The vacation of the old underlying plat is in process.

40. **Sheet 3 and all applicable plat sheets: label easement between lots such as between lots 145 and 146, also for the 15' easements shown. All sheets label the intended use. Are all easements shown drainage easement unless noted otherwise?**

All easements are labeled.

41. **Provide drainage and access easement along the rear of all lots for purpose of maintenance of pond banks. How far are pond top of banks from property lines? Dimension on Geometric plan sheets.**

Provided. The normal water level of the lake is 20' ngvd, top of bank is 23.0' ngvd and the slope is 5:1 (i.e. 15').

42. **Plat: the certificate of approval by Planning and Zoning Commission may not be valid. See planning comments.**

Refer to Planning response.

43. **Sheet 4 and all applicable sheets: various tracts not labeled such as between lots 261 and 260, lot 369 and 368, tract ZZ and tract A, lot 361 and lot 360 to 357. Label and provide use on plat and note dedication.**

Labeled and noted as requested.

44. **Sheet 2, 3, 4 and 5 of the plat: sheet 1 calls for the south area to be excluded from the plat while sheets 3, 4 and 5 call for 200' right-of-way Willowbrook Street but the south portion is off the plat. How is the south portion of the right-of-way being dedicated? Where is the existing Willowbrook Street currently being used?**

Existing Willowbrook Street was originally dedicated by Mr. Machata and Mr. Sartori. When the Parkway is constructed, it will incorporate existing Willowbrook Right-of-Way.

45. **Sheet 5 of plat, Willowbrook 200' right-of-way: re-label as Parkway on all applicable sheets. How does the site access connect to an existing roadway?**

Refer to the above response. The subdivision will connect to existing Willowbrook Street until the Parkway is constructed.

46. **Sheet 6, 7 and 8 of plat: it is believed multi-family units are proposed. Provide unit number for each unit within a lot. How will these units be described legally? Separate site plan required for multi-family units.**

Unit numbers are provided in the plans, not the plat. The site received preliminary PUD approval.

47. **Sheet 15 lot 157 does not comply with subdivision Land Development Code 184.17(3) and (6). Please correct.**

The lot line has been closed.

48. **Per Land Development Code Section 184.17 (3), the minimum and maximum lengths of blocks are 400' and 1320'. Verify plat complies with this requirement.**

The plan, as presented, was approved by Staff, Planning & Zoning and Council.

49. **Plat Sheet 17 and all other applicable location: label tract and use accordingly. What tracts are proposed between lot 12, lot 120 and lot 111 and 112?**

Refer to the updated plans.

50. **Sheet 24 vs. sheet 3 Plat: show drainage easement across 200' LF right-of-way for site outfall to Sotile proposed.**

Added as requested.

51. **Sheet 24: indicate the location of silt fence proposed with relation to Sotile Canal bank and existing and proposed roadway Willowbrook Street or Parkway.**

Refer to our SWPPP. The silt fence is shown; however, we have added it to the Master Drainage Plan.

52. **Sheet 24: Deer Run outfall detail (B), where is this located?**

It is not shown. During the St. Johns review process, they requested a reference to indicate the Deer Run outfall with respect to the Sotile Canal plug. This is also shown on the plan view on the same sheet.

53. **Sheet 24: provide Sotile Canal model and impacts for 25 yr-24 hr and 100 yr-24 hr storm for proposed plug to canal for our file. How does this canal modification impact Waterstone Development? Indicate approximate canal slope and normal water level.**

Extensive discussion and resulting permitting has occurred with St. Johns. Rolling Meadow Lakes previously discharged to the west until St. Johns placed a plug in the west end of the canal. The new plug, west of the Deer Run outfall, has no impact on Deer Run, Waterstone or others as the existing plug is being moved east as shown on the plans to re-establish the historic Rolling Meadow Lakes outfall.

54. **Sheet 24: provide floating turbidity curtain at outfall pipe 60" twin pipe. Invert 13.0 or 15.0? Make consistent with detail A, section A and B. Specify thickness of riprap. Provide material and compaction specification of fill in canal and embedment depth of concrete cap. Is there any reinforcement in the concrete cap?**

There is no need for a floating turbidity barrier as the existing ± 360 acre lake functions as a sedimentation area prior to project discharge. Inverts and outfall pipes have been adjusted. The canal plug is to be placed to 95% density. The plan has received St. Johns approval.

55. **Sheet 24 North end: Provide design and construction requirement for crossing canal C-36 and connection to a public street. List name of connected street and provide survey information at connection for existing condition.**

Details in reference to the 9' x' 6' box culvert for the C-36/ Lowry Drive crossing have been added to the plans (see Sheet 160). Additional survey information has been added to the plans.

56. **Sheet 25: Show 200' parkway right-of-way per Sheet 3, 4, and 5 of the plat. Indicate location of canal top of bank to right-of-way line. Existing and proposed condition need to be provided.**

Shown as requested.

57. **Sheet 26: Future commercial lots shows sidewalk on site property provide appropriate sidewalk easement and continue sidewalk along all lots. Connect site sidewalk with parkway sidewalk proposed. Revise plat easements accordingly.**

Revised as requested; however, sidewalk is located in the right-of-way.

58. **Sheet 26 and all applicable sheets: The mes proposed have RIM elevations 18.70. Correct length of pipe to correct pond contour and invert out elevation. Pipe elevation 11.5 should be lower in the pond bank than pipe elevation 16.0 and length of pipe should be different. Note #7 and 11 on the sheets correct.**

All pipe culverts have been adjusted.

59. **Sheet 26 and all applicable sheets: Provide pipe slopes proposed and location and elevation of roadway high points per Public Works Manual (Close Drainage). Curb inlet should be located no further than 400' from road high points.**

We believe there was one instance where we exceeded the 400' criteria by ± 20 feet; however, this project is different as rear yards drain to lakes (little to no rear to front lot drainage). The 400' criteria is based upon a typical subdivision that incorporates rear to front lot drainage, where 400' is an average for runoff spread width on a road surface.

60. **Sheet 26: Provide design information for offsite work of St. John Heritage Parkway. Is construction offsite taking place before the subdivision?**

PUD requirement was to provide Parkway right-of-way. The City will be constructing the Parkway based on the design provided in these plans.

61. **Sheet 28: Please label pond by names on all applicable sheets. For the two ponds on the sheet, how is the normal water level maintained at elevation 20.0, when DS-486 RIM is 22.67? Correct wet detention system information accordingly. Bottom right of all pages.**

The storm sewer information has been revised and the wet detention system information table has been updated.

62. **Sheet 28: STA 80+70 label pipe size proposed under St. John's Heritage Parkway and MF1 south. Is there easement required over the parkway?**

Please refer to the revised plans.

63. **Sheet 28: MF1 south STA 32 to 36 and all applicable sheets indicate roadway design speed and posted speed. What design speed does this curve meet?**

The posted speed limit throughout the community will be 25 mph.

64. **Sheet 28: South connection with existing roadway; Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections.**

A merge is not proposed. A Signage and Pavement Marking Plan has been added.

65. **Sheet 28: East Side and all applicable sheets where there is an existing canal that must be filled in. Provide existing elevations at property line and add note on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? Mitigate any offsite impacts.**

The existing canal is not proposed to be filled in and is not required to be. The Lot Grading Plan sheets provide the lot elevations.

66. **Sheet 27 & 29: Roadway RML (2) Station 68 + 20 approximately and all applicable locations inlet invert out DS-406 and DS-407 is 15.50, while outfall to at pond DS-405 and 408 elevation is 16.00. Recheck slope and clarify. If this is an equalizing pipe why not set all inverts at equal elevation?**

Please refer to the revised Construction Plans.

67. **Sheet 29 For RML (5) Why stagger inlets at low point? See STA 52+00 and 58+50 with the low point at one location and the cross slope of the road 2%. How is the inlet curbing adjusted to be at the lowest point and prevented from holding or ponding run off? Recommend relocation to be perpendicular at all possible locations. Add general note for situations were it's not possible.**

The inlets are placed at the lot lines so that a structure does not end up in the middle of the driveway; this is standard practice.

68. **Phasing plan: Revise cul-de-sacs to be per City Land Development Code Subdivision 184.18 (11) requiring 80' ft diameter drive surface. Revise phase line accordingly.**

Please refer to the revised Construction Plans.

69. **Paving and Grading plan sheets show sidewalk along the frontage of lots tract and open space. Sidewalk in the open space will be constructed with the project construction. Sidewalk in residential areas will be built with house construction. Add general note on plans.**

Please refer to Note 11 on the Paving, Grading & Drainage Plans.

70. **Sheet 37 RML (3) Station 90+80 Lt Drainage pipe easement missing for lot (1) correct. Check plat and make consistent.**

Please refer to the revised Construction Plans.

71. **City requires 6 hard copies of the plans with each submittal signed sealed by the Engineer of records.**

As discussed with Mr. Dave Watkins and Mr. Patrick Murphy, the standard submittal requirements were revised due to the size of this project (i.e. plan set) and the City's limited storage space.

72. **Sheet 45: Service laterals missing for each lot.**

Please refer to the revised Construction Plans.

73. **Sheet 44, 45, and 46: Continue force main and show offsite work required for system connection. Provide right-of-way or easement accordingly.**

City input is required and to date, ultimate sizing has not been provided.

74. **Sheet 49 and 56: Continue force main and show offsite work required for system connection. Provide right-of-way or easements accordingly.**

City input is required and to date, ultimate sizing has not been provided.

75. **Sheet 59, 60, 61, 62, 63, 65 and 73: Show 24" water line system connection; include all offsite work and easements or right-of-way for this utility.**

City input is required and to date, ultimate sizing has not been provided.

76. **Sheet 74 Station 16+79 move PVI information away from sewer inlet information on all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI inlet SMH151 23.97 or 23.64? (Correct and make consistent). Should match pavement grade.**

Please refer to the revised Construction Plans.

77. **Paving and grading or plan and profile sheets: Provide edge of pavement RADII information at all intersections and cul-de-sac.**

Please refer to the Geometry Plan.

78. **Sheet 75 SMH 216 and all applicable manholes, correct RIM elevation to match pavement elevations. Revise information accordingly.**

Please refer to the revised Construction Plans.

79. **Plan and Profile sheets label width of proposed right-of-way. Per Public Works Manual (3.1.5) on collector intersecting street shall have pavement RADII of 40'ft. Sheet 77 revise and clarify signage and stripping at Collector Street. Install crosswalk and keep right median sign. Indicate design speed on Construction Plans.**

Please refer to the revised Construction Plans.

80. **Sheet 78 SM4-43 and 45: Not flush with center road final grade. Revise on applicable sheets.**

Please refer to the revised Construction Plans.

81. **Sheet 78: Drainage inlet at 67+39 is further than 400' ft from high point. Per Public Works Manual section 4.6.1 (4) a distance less than 400' cannot be used without providing water spread criteria calculations, which supports distance proposed. Revise or provide calculations on all applicable locations.**

Refer to response #59.

82. **Sheet 42: Match line number is incorrect should be 48 not 49 correct on all applicable sheets.**

Please refer to the revised Construction Plans.

83. **Sheet 82: SMH-25 and SMH-67 have incorrect RIM elevation does not match roadway grades. Provide sewer manhole RIM elevation on plan and profile.**

Please refer to the revised Construction Plans.

84. **Sheet 82: Sta 119+31 to 199+72 and all other applicable locations. Revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify sight distance requirements per FDOT Guidelines. Are blind driveway signs required?**

The 0.0% occurs on the bridge deck. Posted speed is 25 mph, design speed is 35 mph. Driveway warning signs will not be required.

85. **Sheet 82: Drainage inlets are not at roadway low points DS-61 & 62 and 58 & 59. Correct location for vertical curves proposed. Correct PVI elevation to be consistent plan vs. profile.**

Revised as requested.

86. **Boundary survey 1 and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans.**

Signed and sealed sheets are generally not presented for review. Signed and sealed sheets normally indicate final drawings.

87. **Sheet 83: Sta 128+00 specify clearance between gravity sewer and 18" RCP. Are concrete support needed above sewer line or change in material at crossing?**

The lines have been adjusted.

88. **Sheet 85: Sta 154+47 SMH-58 not flush with roadway correct.**

Revised as requested.

89. **Sheet 86: Sta 173+57 specify clearance at crossing. Is a cradle required or different material on PVC gravity line?**

Revised as requested.

90. **Sheet 87: SMH-93 307 and 306 are not at grade with roadway. Check RIM proposed. Drainage inlets are not at the low points in the roadway per vertical curve data. Bridge is approximately 5 higher than roadway normal grade. What's the design speed? Verify sight and stop distance requirements. Are blind driveway warning signs required?**

SMH and inlets adjusted. Posted speed is 25 mph, design speed is 35 mph. Driveway warning signs are not required.

91. **Sheet 89: Sta 212+18 intersecting street should have 2% cross slope. Revise accordingly on plan & profiles on all applicable sheets. Sta 214+08 is the low point. How is DS-135 to work 50'ft away? What is the center line roadway grade at this location? Quantify and correct accordingly.**

See revised Plan & Profile Sheets.

92. **Sheet 92: Various manhole RIM elevation not consistent with centerline road grade. DS-151, 150 drainage inlet road low point at 249+13 or 248+50? Correct accordingly. Same for DS- 154 and DS-153 and all other applicable locations.**

See revised Plan & Profile Sheets.

93. **Sheet 93: Continue profile to sewer inlet or drainage inlet. Provide grading requirement for cul-de-sac on all applicable sheets.**

Revised as requested.

94. **Sheet 94 and all applicable sheets profile road finished grade next to each station is incorrect. Please revise.**

See revised Plan & Profile Sheets.

95. **Sheet 95: Correct road finished grade elevations on profile and SMH RIM elevation accordingly. All applicable sheets.**

See revised Plan & Profile Sheets.

96. **Sheet 97: Storm inlet at Sta 57+18 is not at the roadway low point. Sta 57+58 appears closer, verify and correct accordingly. Plan view sidewalk is on site. Special easement required on plat.**

Refer to response #67 above.

97. **Sheet 98: Sta 73+58 show 36" RCP in profile view, resolve any conflicts. How is low point at Sta 73+34 drained? No inlets. Please revise accordingly.**

Refer to revised plan sheets.

98. **Sheet 99: Provide grading detail for curb line in cul-de-sac.**

Provided as requested.

99. **Sheet 99: Water main UNDER 18" RCP with less that 24" separation. Verify if any additional change is required.**

Refer to the plan sheets. Adequate separation is provided.

100. **Sheet 101: Drainage inlets at approximately 43+44 should be close to low point at 44+0. Verify and adjust accordingly.**

Refer to the revised plan sheets.

101. **Sheet 201 & 200: With road slope at 0%, how does structure drain? What are the ½" plate's specifications? Will this structure have flexible pavement on top?**

See Bridge Detail Sheet 170 & 171.

102. **Sheet 103: Recheck separation of 18"RCP with sewer gravity line. Provide concrete cradle accordingly.**

Plan revised, as requested.

103. **Sheet 165: Parkway pavement section; show 1 ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI.**

Revised as requested.

104. **Sheet 165: Parkway notes 2, 3, 4, 8 and 10 recheck as they are not consistent with the area or information provided. Remove second part of note #10 from plans the second lift will be required prior to certificate of completion or a separate developer agreement with the City provided with all applicable stipulations.**

The owner is not obligated to construct the Parkway.

105. **Sheet 165: 50'ft right-of-way, recheck dimensions as they are incorrect same comment for Lowry 130' right-of-way. For Lowry pavement section change asphalt to 2", base 10" per Public Works Manual.**

Revised as requested.

106. **Sheet 105: Sta 90+62 drainage pipe missing from profile view. Show 24" and verify location with water line.**

Revised as requested.

107. **Sheet 106: Sta 111+07 is a low point. Why is the drainage inlet approximately 60'ft away? Correct on all applicable sheets.**

Refer to response #67 above.

108. **Sheet 107 & 92: Road intersection does not appear to match Sta 119+40 = 253+70 road grade 26.45 or 27.20? Correct and make consistent. Both roads are in or near vertical curves but intersecting street should show 2% cross slope of lane to prevent hump in the non-stop condition.**

Revised as requested.

109. **Sheet 108 & 102: Road intersection grade does not match Sta 59+38= Sta 18+83 grade 24 or 24.40? See previous comment and correct on all applicable sheets.**

Revised as requested.

110. **Sheet 108 & 109 Sta 22+50 to 23+50 vertical curve information missing. Please provide.**

Revised as requested.

111. **Sheet 112: There are 600 ft of flat centerline. Sta 12+50 to 18+50 approximately per Public Works Manual 4.61 (2) min slope shall be 0.2%. How does this section of roadway drain? Provide elevations around round about as there is no typical section.**

Provided as requested.

112. **Sheet 118: minimum slope required 0.2% but 0.13 proposed. Revise on all applicable sheets.**

Revised as requested.

113. **Sheet 119: Drainage inlet Sta 16+90 is 70' away from low point Sta 16+20, why?**

Adjusted as requested.

114. **Sheet 120: Provide typical section for sidewalk adjacent to the roadway before the bridge. Sta 26.008 to 26+50 and Sta 27+0 to 27+42 is the sidewalk flush with the road or raised?**

See Bridge Detail, Sheets 170 & 171.

115. **Sheet 120 and all applicable sheets: Show all sidewalks proposed on the Construction Plans. Intersection 33+00 must show developer building sidewalk to all property lines.**

Typically, residential sidewalks are constructed by the home builder as each house is constructed. Surety is required in the form of a performance bond. Sidewalks are then shown on typical sections only. The developer constructs sidewalks not fronting commercial or residential lots.

116. **Sheet 121 and all applicable sheets: Lowry curbing (F) curbing or Miami? Clarify and make consistent. See Sheet 165 cross section.**

Revised as requested.

117. **Sheet 124 and all applicable sheets: Check inlet location versus roadway low point.**

Revised as requested.

118. **Sheet 124 and all applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.**

Revised – refer to the Signage and Pavement Marking Plan.

119. **Sheet 165: Label slope sidewalk on all cross sections.**

Revised as requested.

120. **Sheet 138: Show drainage structure on Sta 18+46 in the profile view.**

Revised as requested.

121. **Sheet 149 and all applicable sheets: Provide pavement grading around cul-de-sac.**

Revised as requested.

122. **Sheet 155, 156 and 157 0.0% road grade: Explain drainage. 0.2% minimum allowed slope per Public Works Manual.**

0.0% grade occurs on bridge deck. See Detail Sheets 170 & 171.

123. **Sheet 159: Provide concrete cradle on 91"x58" HERCP above sewer line. Specify clearance between pipes. Should 8" PVC line be ductile?**

Revised as requested.

124. **Sheet 161: Show missing drainage pipe in profile view Sta 38+12; same comment Sheet 162 Sta 54+79.**

Revised as requested.

125. **Sheet 162: Revise slope 0.03% min required per Public Works Manual is 0.2%.**

Revised as requested.

126. **Detail sheets: Please provide stop sign detail with street sign plates.**

Added Signage and Pavement Marking sheets.

127. **Sheet 169 to 171: Please add pavement grading detail.**

Added as requested.

128. **Sheet 174: Is a keep right sign required? Paint median curbing yellow connects on site sidewalk with offsite. Provide drainage system design information for Parkway. Median line should be yellow not white. Show stop sign location at entrance. Provide truncate domes at intersection for sidewalk crossing.**

Added Signage and Pavement Marking sheets.

129. **Sheet 174: Revise median edge stripping. Is stop sign and stop bar applicable for median? Why is it not used on Sheet 132? Correct and make consistent. Connect offsite sidewalk with on site sidewalk.**

Added Signage and Pavement Marking sheets.

130. **Sheet 184 Lot 136,137,138,168,169, and 170: Lot grading not provided, please provide. Verify lots comply with lot grading ordinance 174.073. Provide sidewalk on each lot per ordinance 184.21 show sidewalk and grading or typical section.**

Lot Grading Plan included. Refer to previous sidewalk responses.

131. **Sheet 184: Lot grading missing lot 362, 363, and 364.**

Added as requested.

132. **Sheet 186: Revise lot drainage around perimeter to be type (A) or provide offsite perimeter drainage system. Discharge must not drain into private property without proper easements or right-of-way. Provide existing elevations offsite.**

Revised – lake added.

133. **Sheet 188: Several lots don't have lot grading information at end of cul-de-sac. Provide on all applicable sheets. Block H - recheck grading adjacent to lots 75 & 77.**

Revised as requested.

134. **Sheet 198: Note demolition permit required for mining office removal from Building Department.**

So noted.

135. **Sheet 199: Development of recreational area requires submission and approval of site plan. Storage parking other than concrete or asphalt requires City Engineer approval.**

Acknowledged. Recreational area site plan(s) to be submitted as independent construction plans.

136. **Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer).**

Per discussion with the Land Development Director, due to the number of sheets, final plans would be signed and sealed, not review sets. Also, please review state law with respect to signing and sealing plans that are not final.

LAND DEVELOPMENT (PLANNING) – PATRICK MURPHY

1. **The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.**

Per discussion with the Land Development Director, we were instructed to submit the plan set, which we did on March 2, 2007. The City did not provide review comments until March 6, 2008 (over a year later). Recall extensive traffic modeling was occurring – which accounted for much of the delay and for the direction received from the City.

2. **A tree survey is required showing all exceptional specimen trees.**

We know of no exception specimen trees existing on-site.

3. **Indicate which phase(s) the developer intends to build the Parkway.**

As stated above, there is no existing Parkway to connect to. The owner is not obligated to construct the Parkway.

4. **Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.**

The official name was changed from Palm Bay Parkway to St. Johns Heritage Parkway. Therefore, the name is consistent as presented.

5. **An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.**

The Comp. Plan Ordinance for this property was processed as Ordinance # 2005-51 which provided for single family use. The Preliminary PUD processed by the City allowed multi-family in the SE portion of the site. We will require further discussion on this subject.

6. **Provide the number of lots in each phase.**

   A table has been added.

7. **May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.**

   Refer to Response #135 of the Land Development Comments.

8. **Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.**

   This analysis was provided during the public hearing phase for the PUD. Another copy is enclosed.

9. **This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.**

   Pursuant to discussion with the Director of Land Development, the commercial area shown on the plans was deemed to be sufficient. Recall other projects proposed + 80 acres of commercial just to the east near Babcock Street.

10. **FLUE Policy FLU-8.3O requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.**

    Pursuant to discussion with the Director of Land Development, the Traffic Study was deemed sufficient. In addition, the study included proposed projects that are not proceeding.

LAND DEVELOPMENT – MARTHA STEUART

1. **All roadway names must be approved in writing by Brevard County E-911 and a copy of the approval letter submitted to Martha Steuart, addressing authority for Palm Bay.**

   So acknowledged. We are currently seeking 911 approval of street names.

2. **Thirty-one roadway names will be required.**

   Refer to the response above.

3. **The designation of the roadways as "Street", "Drive", "Court", "Boulevard", etc. will be determined by the City of Palm Bay.**

   Acknowledged, however, we believe 911 also has input and maybe has the final determination.

4. **There are two roadways shown which apparently connect elsewhere. More information is needed to determine their designation.**

   This is a non-definitive comment and can not be addressed.

LAND DEVELOPMENT (FLOODPLAIN MANAGEMENT) – JIM WILLIAMS

1. **The entire site should be removed from the special flood hazard area AE, +/- 1,250 acres are in the SFHA.**

   Comment acknowledged.

2. **A FEMA MT-1, CLOMR-F application for the multiple lots needs to be submitted to this office. The FEMA fee is $800.00.**

   Comment acknowledged.

3. **A copy of the deed proposed subdivision map with the total number of lots/structures, stormwater calculations showing the 100 year storm event and the proposed finished grades on the elevation form need to be completed.**

   Comment acknowledged.

4. **The community acknowledgment form will be completed by this office and the complete package sent to FEMA. A blank application and instructions are attached.**

   We understand.

LAND DEVELOPMENT (TRAFFIC) – KWABENA OFOSU

A traffic study is required for this project. Have your engineer contact City staff for methodology and other study requirements.

Previously completed. Refer to other traffic study comments above.

PUBLIC WORKS (RIGHT-OF-WAY USE) – BILL NICHOLS

No comments.

PUBLIC WORKS – FERNANDO CAMBA

1. **The proposed Lowry roadway appears to be connecting to the existing right-of-way of Lowry Boulevard, the connection to the existing right-of-way needs to be shown on plans.**

   Acknowledged.

2. **Permit application and fee ($177.00 as of October 1, 2007) for the connection to the existing right-of-way of Lowry Boulevard needs to be provided to the Driveway Permit Section, fee increases every October.**

   Acknowledged.

PUBLIC WORKS – MARK BRIGGS

1. **Include the following paragraph on Sheet 2 of 218 under GENERAL.**
   "The contractor will notify the Public Works Department/Right-of-way Services to attend the scheduled preconstruction meeting prior to construction start. The contractor will notify Right-of-way Services 48 hours prior to any construction activity. The contractor will provide Right-of-way Services with a copy of all test results from proposed improvements, all concrete tests and all density and compaction results from the project. The contractor will provide Right-of-way Services with current contact information to include name and phone numbers of all contractors and sub-contractors on site. A sequence of work schedule is also requested. All coordination for Right-of-way Services can be accomplished using the following contact information, Public Works Department/Right-of-way Services (321) 953-8985, fax (321) 768-6401, e-mail rightofwayuse@palmbayflorida.org or mail to Public Works Department/Right-of-way Services, 1050 Malabar Road, Palm Bay FL 32907.

   OK – but this conflicts with previous direction.

2. **Pages 40, 57 and 172 are blank. The first 2 are supposed to be structure tables and the third is supposed to be Willowbrook Roadway Improvements. These pages need to be included.**

   Redundant comment. Refer to previous responses.

3. **Sheets 173-175, need to show all ADA Ramps where required.**

   Shown as requested.

4. **Please provide a full set of printed plans to the Right-of-way Services for the next review.**

   Pursuant to direction from the Land Development Director and Deputy City Manager, we provided the proper number of printed plans.

FIRE DEPT – MIKE COUTURE

1. **Fire hydrants shall be located not further than fifteen (15) feet nor less than three (3) feet from an improved surface. City Ord. Sec. 177.03(d) Note: Revise comments on potable sheets to reflect the above. The improved measurement starts at the outside of the curb.**

   Revised as requested.

2. **Fire hydrants in residential subdivision/developments shall be installed at each intersection, with intermediate hydrants spaced at intervals not to exceed one thousand (1,000) feet apart (City Ord. Sec. 177.04). The following sheets have fire hydrants exceeding 1,000 feet spacing: Sheet 59 Blk B between lot 36-62; Sheet 60 Blk B between lots 349-374; Sheets 61 Blk B between lots 1-31 & 88-120; Sheet 62 Blk E between lots 43-64; Sheet 65 Blk B between lots 191-203 & 67-190.**

   Revised as requested.

UTILITIES – KATIE FOUGHT

General:

1. **All utility construction shall be in accordance with the latest revision of the Palm Bay Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings.**

   Acknowledged.

2. **Submit Engineers Project Fixture Flow Calculations so we may calculate the required Utility connection fees.**

   Project consists of single family detached and single family 4-plex units. Flow calculations are based upon ERC as described in the Utility Standards Manual.

3. **Submit an "estimate of the water and or sanitary sewer construction cost", which will be used to calculate the Utility Inspection Fee.**

   An overall Engineer's opinion of cost will be submitted when we are near the end of staff review.

4. **#179 – Use revised January 2008 City of Palm Bay details for water and sewer.**

   Acknowledged.

Offsite Utilities:

5. **Water: Connect to the existing 24" water line located on Cogan and design your line to continue down Cogan to San Filippo to Lowery to project property. Also tie into existing water line at Waterstone Subdivision. Design pipe sizes to your projects flow requirements.**

   We request updated verification on this direction.

6. **Sewer: Connect to existing 8" sanitary sewer line at Waterstone Subdivision.**

   There is a water feature along the property line.

Sewer:

7. **General Sewer: Lift Stations will be reviewed in detail once projects offsite utilities have been added to plans.**

   Please review the lift station design in detail. We understand pump sizing may vary due to off-site configuration.

8. **#42 – Lot 386 move sewer service out of manhole.**

   Revised as requested.

9. **#42 – Lot 152 water service for lots 153/152 should be a double, eliminate service at the rear of the lot.**

   Revised as requested.

10. **#43 – Remove sewer service from manhole lot 356/355, no direct connection to manhole.**

    Revised as requested.

11. **#43 – No sewer service shown for lot 368.**

    Revised as requested.

12. **#43 – Combine the sewer service for lots 290/291.**

    Revised as requested.

13. **#44 – No sewer service shown for lots 76/77.**

    Revised as requested.

14. **#44 – Combine single service to a double service for lots 72/73.**

    Revised as requested.

15. **#44 - Remove all direct sewer services to the manholes, reference lot 78 – 83 in manhole 278, lot 87/88, lot 42/43, lot 130/131, lot 116/117, lot 144/145, lot 104/105.**

    Revised as requested.

16. **#44 – No service to lot 65.**

    Revised as requested.

17. **#45 – Plans do not show any services or force main location.**

    Yes they do; however, we have made the plans more clear.

18. **#46 – No services shown for Block F.**

    Revised as requested.

19. **#46 – Remove all direct service into manhole, reference lots 154, 152, 159, 150, 149, 148, 282, 281.**

    Revised as requested.

20. **#47 – No services shown on Block F.**

    Revised as requested.

21. **#47 – Remove all direct connections of sewer services to manhole reference lots 32, 34, 38, 40, 205.**

    Revised as requested.

22. **#48 – Remove all direct connections of sewer services to manhole, reference manholes 5, 25, 64, 67, 81.**

    Revised as requested.

23. **#49 – Remove all direct connections of sewer services to manhole, reference manholes 12 and 85.**

    Revised as requested.

24. **#50 – Combine services to a double on lots 294/296 Block I.**

    Revised as requested.

25. **#50 – Remove all direct connections of sewer services to manhole, reference manholes 182, 186, 185, 128, 208, 189, 201, 207, 209.**

    Revised as requested.

26. **#51 – Remove all direct connections of sewer services to manhole, reference manholes 130, 172, 120, 179, 181, 155, 185, 140, 182, 160, 128.**

    Revised as requested.

27. **#52 – No service to lot 97.**

    Revised as requested.

28. **#52 – Remove all direct connections of sewer services to manhole, reference manholes 113, 158, 114, 156, 155, 172, 180, 181, 130.**

    Revised as requested.

29. **#53 – Remove all direct connections of sewer services to manhole, reference manholes 103, 104, 111, 102, 101, 142, 177, 178, 176, 147, 146, 166, 168.**

    Revised as requested.

30. **#54 – Remove all direct connections of sewer services to manhole, reference manholes 98, 171, 110, 187, 193, 195, 166, 146, 147, 183, 184.**

    Revised as requested.

31. **#55 – Remove all direct connections of sewer services to manhole, reference manholes 91, 93, 74, 306.**

Revised as requested.

32. **#56 – Remove all direct connections of sewer services to manhole, reference manholes 308, 79, 77, 76, 83, 84.**

Revised as requested.

Water:

33. **General Water – Make all single water service a double service whenever possible.**

Revised as requested.

34. **General Water – All lift station water services will be a 2" service.**

Revised as requested.

35. **General Water – On General Note 5, remove the reference "all other service line shall be ¾ inch".**

Revised as requested.

36. **General Water – Show all blow offs at the end of the main.**

Revised as requested.

37. **General Water – Show on plans the description of the use of DIP whenever there is a storm pipe conflict or crossing.**

Revised as requested.

38. **General Water – On cul-de-sacs, continue main to the lot served. No services will be under the cul-de-sacs.**

Revised as requested.

39. **General Water – Move valves out of intersections and distances between inline valves will be per FDEP standards.**

Revised as requested.

40. **General Water – All double services shall be 1" poly to a U branch assembly.**

Revised as requested.

41. **#61 – Insert a valve at lot 95, Block F, insert valve between lot 92/93, Block D.**

    Revised as requested.

42. **#62 – No services are shown in Block F.**

    Revised as requested.

43. **#63 – No services shown for lot 1, Block D and lot 66, Block D.**

    Revised as requested.

44. **#73 – No service to lot 22, Block A.**

    Revised as requested.

45. **#60 – Lot 88 needs single 1" service water.**

    Revised as requested.

46. **#60 – Lot 360 Block B needs single 1" service water.**

    Revised as requested.

47. **#61 – Lot 126 Block F needs single 1" service water.**

    Revised as requested.

48. **#61 – Lot 86 Block F needs single 1" service water.**

    Revised as requested.

49. **#64 – Lot 89 Block H needs single 1" service water.**

    Revised as requested.

50. **#64 – Lot 88 Block H needs single 1" service water.**

    Revised as requested.

Should you have any question, feel free to contact me.

Very truly yours,

Scott M. Glaubitz P.E. P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jab
87020.02.admin.city.corr.08-s1768.mar

cc: Andy Machata, Rolling Meadow Ranch, Inc.
Dave Watkins, City of Palm Bay (letter only)
Sue Hann, City of Palm Bay (letter only)

Enclosures

COVER LETTER EXHIBIT 9

Julie Bernal

From: Scott Glaubitz
Sent: Monday, December 21, 2009 3:53 PM
To: Julie Bernal; Don Kean
Subject: Fw: Rolling Meadow Lakes Staff Review Comments

Attachments: Rolling Meadow Lakes1st Review1.doc; image002.gif; image003.png; image004.png

Rolling Meadow Lakes1st Review...

* Per Hector Franco @ 12-22 09 meeting w/ SMG. - These are preliminary comments - This letter will be revised and will be forwarded..

Scott M. Glaubitz
BSE Consultants, Inc.
321-725-3674 Office
321-723-1159 Fax
321-403-1436 Cell
sglaubitz@bseconsult.com

Sent using BlackBerry

---- Original Message ----
From: Lori Damms <dammsl@palmbayflorida.org>
To: Lori Damms <dammsl@palmbayflorida.org>; Scott Glaubitz; dino2768@aol.com <dino2768@aol.com>; Patrick Murphy <murphp@palmbayflorida.org>; Hector Franco <francoh@palmbayflorida.org>; Ralph Jenkins <jenkir@palmbayflorida.org>; Edward Roske <roskee@palmbayflorida.org>; Lori Parker <parkel@palmbayflorida.org>; Mike Couture <coutum@palmbayflorida.org>; Kwabena Ofosu <ofosuk@palmbayflorida.org>
Cc: John G. Rodgers <rodgej@palmbayflorida.org>; David Watkins <watkid@palmbayflorida.org>
Sent: Mon Dec 21 14:51:57 2009
Subject: RE: Rolling Meadow Lakes Staff Review Comments

image002.gif (134 B)

Good Afternoon,

Attached are the updated comments from the City's review of your site plan.

Thanks

Lori Damms

From: Lori Damms
Sent: Monday, December 21, 2009 1:36 PM
To: 'sglaubitz@bseconsult.com'; 'dino2768@aol.com'; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,

Attached are the comments from the City's review of your site plan.

If you have any questions regarding specific comments, please contact the appropriate department

Thanks,

Lori Damms

Lori Damms

City of Palm Bay

Land Development Division

5240 Babcock Street, N.E. Suite 300

Palm Bay, Florida, 32905

(321)733-3043

image004.png (5 KB)

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Promoting a Green Palm Bay - Please consider the environment before printing this e-mail

Project: Rolling Meadow Lakes
Location: 1400 Willowbrook
Owner: Andrew Machata, Rolling Meadow Ranch, Inc.
Contact: Scott Glaubitz
Date: December 21, 2009
1st Review

LAND DEVELOPMENT (ENGINEERING) – Hector Franco
Volume number#1 only

1. Provide pre vs. post stormwater calculations for 10yr-24 hr storm event certified by registered engineer. Roads with proposed PVI 21.8 which are below the current BFE need to meet the City residential roadway requirement and have 1ft freeboard above this storms peak stage under the future irrigation design.
2. Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.
3. An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.
4. Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.
5. Provide a detail survey showing the property lines and topographic information on the proposed design connections for all site work along the projects entire perimeter and on site. The boundary needs to be tie to the survey and the construction design plans. All off site exiting structures or land features must be shown with elevations and location with regards to this projects property lines.
6. An inspection fee equal to ½% of construction cost for all subdivision improvements is required (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.
7. Provide copy of permit to discharge Rolling Meadow Lakes new outfall to Sotile Canal from applicable jurisdiction of the canal. The old outfall 7 as identified in your response must be shown on the plans and indicated to be removed and land restored to existing condition.
8. Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36 roadway crossing. Show the levee elevations on the construction plans and ensure it is not modified per recent meeting discussion see also previous comment number #5. There are two different set of plan sheets (see sheet 19) for the work remove one and make consistent. The proposed roadway drains toward the canal with no inlets and the exiting Lowry road has swale pipes that must be redesigned. What is the elevation at the road connection?
9. Provide roadway traffic design for all off site impacts listed in the traffic study or as agreed in the developer agreement recently discussed with City staff.
10. Provide offsite water, sewer and reuse construction design to connect these components of the subdivision to the Public service or as identified in the developer agreement with the City recently discussed in the recent meeting.

11. Existing condition plan and boundary: Show existing roadway and canal right-of-way width and description to the South, North, East and West off the project boundary and within the project. Label all existing right-of-way.
12. There are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the construction plans and provide appropriate approval to vacate from that jurisdiction.
13. Construction plans all applicable sheets: Various tracts not labeled and lot and tract description must match the new plat. No block numbers have been provided on the construction plans and must be provided. Multiple same lot number within the same block are shown on the construction plans. Please revise.
14. All applicable sheets: For the MES pipe end treatments proposed there are RIM elevations shown please remove as it is not applicable or clarify accordingly. Correct length of pipes and show pipes to correct pond contour based on invent out elevation proposed.
15. Indicate on the construction plans the design speed for all roadways being designed. The response only provided the posted speed to be used on each street but the plans should indicate the design speed used.
16. Sheet 28: South east connection of proposed roadway with existing roadway (Willowbrook); Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections see comment #5 above.
17. East Side property line on all applicable sheets where there is an existing canal that will be partially filled in. Provide existing elevations at property line and in canal and add notes on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? What is the purpose of the canal and were does it discharge? What happens to the canal at the Parkway crossing and to the existing pipes shown but not labeled? Mitigate any offsite impacts see also previous comment #5.
18. On all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI must match (Please correct and make consistent). Should also match pavement grade or pavement slope when not at PVI. For the drainage inlets, the Rim elevation has been provided, but it is more useful to provide the throat elevations at the curb line. Please provide.
19. At all applicable bridge locations, revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify stopping sight distance requirements per FDOT Guidelines. Are blind driveway signs or stop ahead signs required for sudden vertical curves at bridge road locations or as applicable? Provide supporting calculations to support claim use worst case scenario.
20. Boundary survey and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans. Record survey should be provided in volume 1 construction plans. If this is not completed that a percent completed must be indicated on it with it purpose signed and sealed.
21. All applicable sheets with Cul-de-sac: continue profiles thru sewer rim, and drainage inlet to property lines. Provide grading requirement for cul-de-sac road slope and edge of road curbing on all applicable sheets.
22. Parkway pavement section; show 1ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI. See page 157.

23. All applicable sheets: Lowry curbing (F) curbing or miami? Clarify and make consistent. See sheet 157 cross section. Clarify start and end point of (F) curbing proposed along the bridge sections.
24. All applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.
25. Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer) for plans which are not final a note should be added on the plans indicating the percent completion of the plan and purpose of plan submittal. Final plans will be required to be signed and sealed.
26. Sheet 5 Revise note indicating were the cross sections can be found. They are on page 159 not 167. Add note that silt fence shall be installed within the project boundary not outside of it as depicted. On this sheet indicate which ponds will have elevation 0.0 per the note on the lake cross section. Provide a distance from the property line to the canal plug and the deer run outfall. Right of way use permit require from the City for connection to Lowry.
27. Sheet 6 DS-210 rim elevation is not consistent with road elevation please revise. Project outfall pipe 60" or 66" rcp or 43"x68"rcp? Please make consistent for construction and storm model. Why is there a rim on the outfall pipe end?
    Provide transition back to the Willowbrook road existing from the Parkway design west end and Sartori road existing.
28. Sheet 7 Rim elevations not applicable for MES DS-200 and DS-197. Provide alternative entrance design to Willowbrook and connections, If Parkway is not to be built by the project and not included in the developer agreement discussed at recent meeting which is now pending.
29. Sheet 9 Rim elevations not applicable for MES DS-493 Correct on all applicable sheets see also sheet10 DS-396. Revise willow brook road connections see comment number #5 terminate sidewalk accordingly. What is the elevation of the existing road at the connection? Signage has not been addressed at connection on sheet 174?
30. Sheet 10 DS-497 PVI 23.92 has no inlets at low point in the road. Please correct see also sheet 88.
31. Sheet 12 & 20 Please show off site road connection to exiting road and add signage and pavement markings accordingly see previous comment #5. There is an existing ditch along the east side of Sartori road show and identify modifications required.
32. Sheet 13 & 112 RML 06 end of road PVI at 21.80, SMH rim at 21.85 and DS-239 rim at 22.24 Verify drainage flow to inlet.What is the difference in elevation from the drainage inlet rim to the curb line throat? It should be consistent for all curb Inlets. What pavement slope is proposed?
33. Sheet 14 same comment as above for DS-377 check PVI and SMH rim and adjust accordingly. What is the name of the road?
34. Sheet 16 and 17 show existing canal on the east side with existing elevation see comment #5. What is the width of this canal (according to sheet 2-2 boundary survey I should be 40ft)? Show on the plans and add to section E-E on page 159. Check pond separation from canal and adjust accordingly. Check also drainage flow to inlet DS-397 rim 24.71 with PVI at 23.08 and SMH at 24.51 see also page 101. Adjust SMH rim at end of road RML30.
35. Sheet 18 and 36 Adjust elevation for DS-301 check PVI and SMH elevation.
36. Sheet 32 and 15 SMH 172 with PVI and inlet DS-377 check grading and flow to inlet and adjust accordingly.

37. Sheet 18, 35 and 137 correct drainage at end cul-de-sac check PVI, SMH184 and drainage inlet elevations.
38. Sheet 54 and all applicable locations design end of water main going off site.
39. Sheet 68 and all applicable sheets identify transition from Miami curbing to F type curbing at bridge sections per page157. Where does this curbing start and end?
40. Sheet 82 Show crossing of utility across C-36 with all construction required. Drainage from the site must drain to drainage system on site not drain to Tillman canal. What type of curbing is proposed along Lowry make consistent see page 157. Please transition curbing accordingly at offsite connection.
41. Sheet 83 DS-210, SMH 50 and PVI are not consistent at this location. Please revise accordingly on all applicable locations on the plans.
42. Sheet 89 SMH 53 at end of road RML 03 PVI to SMH rim has a slope of 4.2% and low pt in the road is just 0.26 lower than SMH about 300ft away not accounting for pavement cross slope. Please recheck and revise accordingly.
43. Sheet 92 SMH 188 rim elevation 24.97 not meeting pavement grade 25.4 noticeable in the profile see sheet 38. Please revise. Recommend providing the rim elevation of the SMH in the profiles.
44. Sheet 97 and all applicable sheets, show the canal banks in the profile at the bridge crossings. How is the slope vertical from elevation 23 to 8? Is a retaining wall proposed? Please clarify and provide additional design information.
45. Sheet 119; Is stopping sight distance sufficient at bridge crossing sta 10+40? Is a stop ahead sign required? Assume some staking and provide supporting calculation at all applicable locations.
46. Sheet 127 RML 14 check end of road drainage DS-327 and SMH-184 elevations and revise accordingly on all applicable locations.
47. Sheet 131 check end of road drainage. Adjust all applicable elevation in all applicable locations in the plan.
48. Sheet 132 check end of road drainage. Adjust all applicable elevation in all applicable location in the construction plan for RML 20.
49. Sheet 133 elevation of SMH 56 is near similar to PVI which is approximately 180ft away. Please correct for proper drainage.
50. Sheet 134 SMH 134 in RML-25 not at proper road grade will create hump. Please revise accordingly on all applicable sheets.
51. Sheet 134,135 and 136 offsite road connections. Verify visibility; add warning signs, pavement marking and signage appropriately. Verify all existing condition with survey information in item #5. Vertical curve will be needed for 134 and 135. What is the design speed on these segments?
52. Sheet 136 PVC 8" water main proposed below 43"x68"RCP with less than one foot of separation. What is the actual separation proposed? Recommend a stronger pipe is used or encasement even with the concrete saddle supports. Provide a detail of the concrete saddle support or indicate where it is located in the plans?
53. Sheet 139 DS491A and piping. Is rim elevation correct proposed in the 23.0 contour line? Is pipe length correct with length of 23 and invert 12.8? Correct at all applicable locations and show pipe end at correct location in the pond slope.
54. Sheet 143 and all applicable sheets clarify how lot grading will take place below roadway at bridge crossings? The detail call for a swale on site but the 2% in the r/w should be towards the road as the

sidewalk is proposed in that location? Each lot must drain It's on lot. Recommend these lots are front to rear not type (C) rear to front with the low point in the driveway shown per the detail to prevent drainage to the garage. See also ordinance 185.186.

55. Sheet 143 and all applicable sheets; RML 23 type drainage (A) proposed lots 3,4,5,6 and 1 across the street. Front to rear or rear to front? For front to rear type (A) drainage a swale has to be provided on the rear. Revise on all applicable sheets accordingly.
56. Sheet 144RML 24 Sta 11+00 lots 1,2,7 and 8 Type A, B or C drainage? Same as previous comment. Please revise on all applicable sheets. Similar for sheet 145, for lots along the parkway A or C? Check also 149-156 similar issues
57. Sheet 146 check type A drainage should it be type B split or C rear to front?
58. Sheet 147 & 148 check type C drainage at bridge locations see previous comment number 54. Should these be type A?
59. Sheet 157 and all applicable plan and profile sheets, curbing (f) or Miami proposed along Lowry?
60. Sheet 158 Control structure pipe conflicts with sheet 6. Clarify what is to be built on all applicable sheets.
61. Sheet 158; for the wood flash board to be used for irrigation system on the control structure, provide a design for the irrigation system. If this system is not to be built initially, a note should be added that the flash board will not be used until the irrigation system comes on line and the applicable St. John permit modification is made.
62. Sheet 159 Section c-c please show Sartori road r/w, Sartori road and ditch on the east side. Both items believed to be on the subject property per information provided in the recent meeting. See also above comment #5.
63. Sheet 160 Provide additional lot grading details type (A and C). Also pleas revise Lowry connection per previous comment and make consistent see page 119. What is the length of this box culvert proposed?
64. Sheet 168. What is the elevation of the onsite sidewalk proposed? Inlets DS-11 and DS-9 Rim elevation 23.0 is the same as the top of bank of the pond? How is the drainage prevented from discharging directly to the pond banks? During the site plan submittal this plan will be reviewed further.
65. Sheet 170. Provide further detail to retain slope at bridge section. How is the slope retained from elevation 0 or 8 to 23? Provide additional detail for sidewalk connections along guardrails. Revise notes for proper project.
65. Sheet 171. Provide detail for utility crossing anchor support at bridge. What separation is proposed on the anchors and what separation is proposed on the utility lines? What is the bridge design loading? Please specify on the constructions plans. The plan view for the sidewalk at the bridge is not the same see sheet 81. Where are the guard rail and what is the separation road, guardrail and sidewalk? Are the hand rails at the sidewalk crossing in the bridge safe for pedestrian and bicycles? See FDOT index 851 and 861.
66. Sheet 171 Per Public works manual collector roadways shall have a minimum width of 12ft. Please revise as applicable on required bridge sections which are collector road (Lowry).
67. Sheet 172. During the construction of the box culvert and the canal plug erosion control should be added and should be included in the SWPPP.

68. Sheet 173 and all applicable sheets. Please provide double yellow stripping and rpm along Lowry as no lighting is proposed for this project. Identify with stripping any locations were passing will be allowed. Please provide 25ft double yellow lines at all side streets stop conditions to Lowry.
69. Sheet 173 and all applicable sheets, street crossing under nonstop condition shall be special emphasis and require warning signs. Revise accordingly.
70. Sheet 173 to 176 roadways with dead ends or no outlets have not been identified. Please provide appropriate signage.
71. Sheet 181 to 183: please revise round about stripping per current MUTCD update chap 36. Lines around the triangle median except for the front should be yellow. Revise yield triangle orientation to be perpendicular to travel way. Provide wide dotted extension lines not solid line at entrance to circulatory roundabout. Recommend adding pedestrian crossing at Roundabouts per MUTCD latest version.

LAND DEVELOPMENT (PLANNING) – Patrick Murphy

1) The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.

   Per discussion with the Land Development Director, we were instructed to submit the plan set, which we did on March 2, 2007. The City did not provide review comments until March 6, 2008 (over a year later). Recall extensive traffic modeling was occurring - which accounted for much of the delay and for the direction received from the City.

   The purpose of the statement above was to inform the Developer that the site may not be cleared of existing trees until such time as construction plan approval is granted. For the record, Mr. Watkins' title is Growth Management Director.

2) A tree survey is required showing all exceptional specimen trees.

   We know of no exceptional specimen trees existing on-site.

   Aerial photographs show dense vegetation in the northeastern portion of the property and scattered trees throughout other portions of the property. A tree survey, which is required, will let purchasers as well as staff if any exceptional specimen trees exist on site.

3) Indicate which phase(s) the developer intends to build the Parkway.

   As stated above, there is no existing Parkway to connect to. The owner is not obligated to construct the Parkway.

   Construction of the Parkway will be determined by City Council.

4) Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.

The official name was changed from Palm Bay Parkway to St. Johns Heritage Parkway. Therefore, the name is consistent as presented.

The section of the Parkway that traverses through the jurisdictional boundaries of the City of Palm Bay is still known as the Palm Bay Parkway. If you have official documentation naming the sections of the Parkway within the City of Palm Bay, please submit for staff review.

5) An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.

The Comp. Plan Ordinance for this property was processed as Ordinance # 2005-51 which provided for single family use. The Preliminary PUD processed by the City allowed multi-family in the SE portion of the site. We will require further discussion on this subject.

Ordinance No. 2005-51 amended the Comprehensive Plan Future Land Use Map from Residential One(Brevard County Designation) Family Residential Use (SFR). Therefore, only SFR Use (and those uses typically allowed under this use) is permitted on the entire property. Other uses, such as multi-family residential, commercial, public, semi-public, etc. must be approved by City Council through another CP amendment. The Use of Land is controlled by its designated Land Use; the intensity of that Use is controlled by the zoning.

6) Provide the number of lots in each phase.

A table has been added.

Found the table on Sheet 3 of the C PUD submitted on the CD. Thank you.

7) May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.

Refer to Response #135 of the Land Development comments.

Your response was "Active Indoor Recreational [illegible] to be submitted as independent construction plans." However this response was to Hector Franco's comment informing you that [illegible] site submittal and approval of the plans. Please be aware that you know that PUD approval must be [illegible] City Council in addition and prior to approval of the site plans.

8) Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.

This analysis was provided during the public hearing phase for the PUD. Another copy is enclosed.

What you enclosed was an email discussion between Mr. Watkins and yourself – neither of which is an employee of the Florida Department of Transportation that has been designated with the official capacity for making the requested determination. Although the alignment may not be a geometric issue, the posted speed of this segment is the real concern. The City's Traffic Engineer will analyze this and respond accordingly.

9) This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.

Pursuant to discussion with the Director of Land Development, the commercial area shown on the plans was deemed sufficient. Recall other projects proposed + 80 acres of commercial just to the east near Babcock Street.

I have concurred with Mr. Watkins and 1.97 acres of commercial area (Tract CC & Tract DD) is not sufficient for supporting 1,339 residential units. Note the 80+ acres of commercial you refer to is no longer of that size. Note that the purpose of a PUD as identified in Section 185.061, is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types, as well as commercial uses designed to serve the inhabitants of the planned unit development. Note that other uses are needed to support a development of this size such as public, semi-public uses (note this will be addressed in the future during the preliminary PUD approval process.

10) FLUE Policy FLU-8.30 requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.

Pursuant to discussion with the Director of Land Development, the Traffic Study was deemed sufficient. In addition, the study included proposed projects that are not proceeding.

FLUE-8.30 specifically required that the traffic study analyze in detail the impacts of the project on Interstate 95, Malabar Road, Babcock Street, Lowry Road, Palm Bay Parkway, and the intersection at Palm Bay Parkway and Babcock Street. The study did not analyze impacts to Interstate 95, Malabar Road or the Parkway. As a result, the Traffic Study does not meet the requirements of FLUE-8.30. There are also several deficiencies in the study that have been identified by the City's Traffic Engineer that will be listed below under this commentary.

NEW COMMENTS:

11) Submit the Declaration of Covenants and Restrictions for staff review.
12) Provide the list of street names as approved by Brevard E-911. Please note that E-911 only has the authority to approve the street name; the designation ("road," "drive," "boulevard," etc.) is determined by the City of Palm Bay's Addressing Authority.
13) There are two (2) connections to Sartori Road, which is a Private Road owned by James Sartori. These connections are shown as Tract D and Tract G. Submit a letter from Mr. Sartori approving these connections.
14) Sheet 1 of 57 of the RML Phase I Plat provides a Tract Summary Table. There are thirteen tracts within this table that are listed as Future Development within the Use of Tract column. Please provide the proposed use for Tracts AA, C, E, EE, H, J, M, O, Q, T, UU, X and Z.
15) Condition #28 of this project's St. Johns River Water Management District (St. Johns) Permit (#4-009-15821-7) requires the recording of a conservation easement for the wetland mitigation areas (Tract U, the island and two upland preservation areas) which was completed. However, the Tract Summary Table identifies Tract A(7)A as Conservation Use, to be owned and maintained by St. Johns. This Tract is located north of and adjacent to the point where the Parkway intersects the project's eastern property line. Official documentation from St. Johns shall be required acknowledging ownership and maintenance of this tract.

16) The topography maps (Sheets 1-12) were drawn on 8/24/05 using data collected roughly 4.5 years ago. As evidenced from recent aerial photography, extensive earth moving has taken place since then. Revised topographic maps shall be submitted to reflect what is current.
17) On Sheet 1 of the plat for each phase, please provide the total acreage of the phase immediately following the Description of Property.
18) Section 185.064(C) states. "All common open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of the residential structures." Tract L, the main amenity, is shown to be developed in the third phase – after 46% of the residential units have been completed. Staff does not believe this concurs with the above Code Requirement and thus recommends that Tract L be completed with Phase I, or at the least, prior to the start of Phase 2.

19) Staff recommends that after Preliminary PUD approval is granted by City Council for the overall project that each Phase and Amenity/Recreation development be sent individually to City Council for Final PUD approval and subsequent recordings.
20) Staff reserves the right to make additional comments during PUD and plat reviews for each phase accordingly.

LAND DEVELOPMENT (TRAFFIC) – Kwabena Ofosu

Planned Improvements:
The widening of Babcock south of Malabar is currently in design (FDOT/ County), and may have been forwarded in the Stimulus program. It may be eligible for consideration in this study. The applicant may want to check with FDOT.

Table3:
The County segments have adopted LOS of E. This would be for Babcock, Grant, ad Micco.

Trip Generation:
No commercial, no offices are mentioned.

Trip Distribution:
The distribution onto the west approach of San Filippo at San Filippo/ Lowry. Even thought the Palm Bay Parkway is not considered in this study, 43% is still too high. The land uses, travel patterns, employment centers etc cannot justify the 43% distribution.

Trip Distribution:
Based on the previous comment it is projected that 4,043 trip will be distributed onto San Filippo west of Lowry. This needs further proof.

2016 Build-Out Traffic:
The Krocker-Flamm project has apparently been shelved. A relevant project to be included in the background / vested trips would be Waterstone PUD

Future Condition:
Unsignalized Intersections: With the proposed 5-laning of Babcock, the intersection improvements at San Filippo/ Lowry, and Babcock/ Willowbrook (Parkway), the following intersections still fail (as in appendix G).

Babcock/ Parkway (F on eastbound approach)

Babcock/ Cogan (F on eastbound approach)
Babcock/ Grant (F on eastbound and westbound approaches)
San Filippo/ Lowry (F on Lowry approach)

Roadway Segment Analysis:
No further improvements are recommended for Lowry Bl, even though the intersection with San Filippo fails in spite of the intersection improvements and the fact that Rolling Meadow Lakes is adding 10,907 trips onto Lowry?
Table 9 shows Palm Bay Parkway with 4 lanes, achieving a LOS of B for the segment. Earlier in the report however it is stated the Parkway is not considered in this study. Therefore what is called the Parkway is Willowbrook which is 2-lane undivided.

Identified Improvements:
The study identified the following improvements to be implemented by the applicant for the future condition;
Northbound left turn and right turn lanes at Lowry/ San Filippo
Eastbound right turn lane at Lowry/ San Filippo
Westbound left turn lane at Lowry/ San Filippo
Eastbound left turn lane at Babcock/ Willowbrook
5-laning of Babcock Street from Willowbrook to Foundation Park Bl

Proportionate Fair Share:
The Prop Fair Share proposal is still in the works according to page 14. The City will need to review and approve the prop fair share calculations.

As stated on p. 16, Babcock from Valkaria to Foundation Park is expected to exceed adopted capacity before the addition of Rolling Meadow Lakes traffic. This will result in a credit to Rolling Meadow Lakes in the Prop far Share calculation.

FLOODPLAIN MANAGEMENT – Jim Williams

1. The approved subdivision site plan should be used for the CLOMA application to remove the entire site from the special flood hazard area.
2. The base flood elevation in the notes on sheet 4 is 22.9 but the BFE on firm panel 595 E is 22.0. Please clarify.
3. The lowest proposed street elevation is 21.8, which is lower than the BFE of 22 and more than a foot below your BFE of 22.9. Please clarify.
4. On page 151-RML 04, STA. 27+00, Lot 1 & 2, and also page 154- RML 03, STA. 84+00, Lot 12 & 13, the difference on the finish floor elevations exceed one foot.

Revise and check all lots FFE to conform with ordinance 174.073 (A) (3).

FIRE – Mike Couture

1. No Comments.

PUBLIC WORKS – Lori Parker

1. Right-of–Way Use permit application and fee due (tie into Lowry Blvd ROW) $284.00 (as of 10-01-09)

UTILITIES – Edward Roske

1. Prior to site plan approval, a City of Palm Bay "Utility Agreement" shall be executed between the Owner/Developer and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid prior to the plan being approved. All fees are subject to change annually.
2. All utility construction shall be in accordance with the latest revision of the City of Palm Bay Utility Department Policies, Procedures and Standards Handbook.
3. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.
4. The City of Palm Bay Utilities Inspector must be notified 48 hours prior to any utilities work.
5. Show offsite water and sewer utilities design. Show pipe color, material, size, valves, blow offs, fittings, etc.

    a. Developer will need to design and construct the extension of the transmission sewer main from the existing City utilities to the subdivision at their expense.

    b. Developer will need to design and construct the extension of the transmission water mains from the existing City utilities to the subdivision at their expense. Two connections will be required for looping of the system.

6. Show Master Irrigation Plan so that it can be verified to be compatible with future reuse irrigation. Show pipe color, material, size, valves, blow offs, fittings, etc.
7. Add block numbers to more easily identify lot locations.
8. Update L/S calculations to reflect only the Troutman Wastewater Treatment Plant and Troutman Water Reclamation Facility. Plans to build the South Regional Water Reclamation Facility are not definite.
9. Review all details and use only the most current Standard Details. Many were found to be outdated. A copy of the latest Details can be furnished upon request.

Sewer:

1. Sheet 23: Change double to single gravity service for lot 14 at the corner of RML01/RML06.
2. Sheet 24: Double gravity service not needed for lot 6 at the corner of RML23/RML02.
3. Sheet 24: Does unnamed lot on RML23 need gravity service?
4. Sheet 24: Change double to single gravity service for lot 1 at the corner of RML02/RML05.
5. Sheet 25: Show gravity service to lot 17 on RML01, next to L/S #6.
6. Sheet 26: Provide double services wherever possible
7. Sheet 26: SMH-224 must be a drop inlet MH
8. Sheet 27: Change double to single gravity service in lot 9 at the corner of RML02/RML25.
9. Sheet 27: Change double to single gravity service in lot 21 at the corner of RML02/RML25.

10. Sheet 28: Change service on Lot 6 on RML07 to a double service to include Lot 5
11. Sheet 28: Change to a single service for Lot 26 near the corner of RML02/RML05
12. Sheet 28: Change double to single gravity service in lot 21 at the corner of RML05/RML25.
13. Sheet 30: Change double to single gravity service in lot 10 at the corner of RML01/RML10.
14. Sheet 31: Change double to single gravity service in lot 1 at the corner of RML04/RML07.
15. Sheet 31: Change double to single gravity service in Lot 2/3 to serve Lot 2 at the corner of
16. Sheet 31/32: Change double to single gravity service in Lot 13 at the corner of RML04/RML19.
17. Sheet 31/32: Add single gravity service in Lot 1 at the corner of RML04/RML19.
18. Sheet 33: Add single gravity service in Lot 1 at the corner of RML03/RML01.
19. Sheet 34: Clean up text at cul-de-sac.
20. Sheet 35: Change double to single gravity service in Lot 17 near Lowry and RML03.
21. Sheet 35: Change double to single gravity service in Lot 1 near Lowry and RML03.
22. Sheet 35: Change double to single gravity service in Lot 5/6 near cul-de-sac and RML13.
23. Sheet 35: Change double to single gravity service in Lot 6/7 near cul-de-sac and RML13.
24. Sheet 37: Add single gravity service in Lot 17 near corner of RML01/RML27.
25. Sheet 37: Change double to single gravity service in Lot 10 near corner of RML01/RML10.

Water:

1. All appropriate sheets: Show 2" water service to Lift Stations.
2. Sheet 40: Move 10" gate valve from Lot 6 S to Lot 4 next to hydrant on RML 01
3. Sheet 40: Remove 10" gate valve from Lot 3, RML01
4. Sheet 40: Move 10" gate valve from Lot 13 W to Lot 18 next to hydrant on RML 01
5. Sheet 40: Move hydrant from Lot 13 W to Lot 17, RML02
6. Sheet 40: Add hydrant at Lot 9 next to 6" gate valve, RML02
7. Sheet 40: Move 6" gate valve from Lot 11 to Lot 10 next to hydrant on RML 03
8. Sheet 41: Move 10" gate valve from Lot 10 E to Lot 2 next to hydrant on RML 03
9. Sheet 41: Move 10" gate valve from Lot 5 W to Lot 7 next to hydrant on RML 01
10. Sheet 41: Move hydrant from Lot 6 W to Lot 9, next to 8" gate valve on RML02
11. Sheet 41: Add 10" gate valve W of 24"x10" tee
12. Sheet 41: Change double to single water service for Lot 11 near corner of RML02/RML23.
13. Sheet 41: Do two lots on corner of RML01/Lowry need water service?
14. Sheet 41: Does lot on cul-de-sac of RML23 need water service?
15. Sheet 42: Add two 8" gate valve at 8"x6" tee Lot 1 RML05
16. Sheet 42: Move 8" gate valve from Lot 11 E to Lot 14 next to hydrant on RML05
17. Sheet 42: Move 10" gate valve from Lot 7 E to Lot 3 next to hydrant on RML01
18. Sheet 42: Move 10" gate valve from Lot 14 E to Lot 7 next to hydrant on RML01
19. Sheet 42: Remove 10" gate valve at Lot 3 on RML01
20. Sheet 42: Move 10" gate valve from Lot 11 N to Lot 9 next to hydrant on RML01
21. Sheet 42: Add 16" GV W of 16x10 cross on RML02
22. Sheet 42: Do two lots on corner of RML01/RML02 need water service?
23. Sheet 43: Change single to double water service wherever possible.
24. Sheet 43: Identify two 16" GV Sta. 9+00/11+00
25. Sheet 43: Add a 12" G.V. E of 12x16 tee at Lot 20 on RMLMF1
26. Sheet 43: Move 12" GV at Lot 18 S to Lot 20 next to hydrant on RML MF3
27. Sheet 44: Add 12" GV at Lot 36/1 next to hydrant on RML05
28. Sheet 44: Add 12" GV at Lot 4 next to hydrant on RML05
29. Sheet 44: Add two 16" GV at 16"x8" tee on Lots 21 on RML02
30. Sheet 44: Add 16" GV at 16x10 cross at Lots 02/01 on RML02

31. Sheet 44:Identify 16" GV from Lot 7 N to Lot 10 next to hydrant on RML02
32. Sheet 44: Move hydrant from lot 12 N to lot 08 next to hydrant on RML 01
33. Sheet 44: Move 10" GV from Lot 7 N to Lot 10 next to hydrant on RML08
34. Sheet 44: Change single to double water service wherever possible.
35. Sheet 45: Add hydrant assembly at Lot 4 on RML07
36. Sheet 45: Change single to double water service wherever possible.
37. Sheet 45: Move hydrant at Lot 9 N to Lot 6 next to GV onRML07
38. Sheet 45: Move hydrant at lot 3 S to lot 1 next to 10" GV on RML03
39. Sheet 45: Add 10" GV at Lot 12 S of 10x6 tee at lot 03/21 on RML 03
40. Sheet 45: Remove 10" GV at Lot 6 on RML 03
41. Sheet 45: Add 16" GV E of 16x12 cross at Sta. 55+25 on RML 02
42. Sheet 45: Add 12" GV at Lot 17 next to hydrant on RML 05
43. Sheet 46: Add 10" GV S of 10" tee lot 14 on RML01
44. Sheet 46: Move hydrant from Lot 15 S to lot 17 next to GV on RML01
45. Sheet 46: Add 10" GV N of 10x6 tee lot 8 on RML01
46. Sheet 46: Move 8" GV from Lot 11 N to Lot 13 next to hydrant on RML06
47. Sheet 46: Remove 8" GV at Lot 6 on RML06
48. Sheet 47: Move 10" GV from Lot 1 N to Lot5 next to hydrant on RML01
49. Sheet 47: Remove 10" GV from Lot8 on RML 01
50. Sheet 47: Move valve from Lot 1 to lot 11 next to hydrant on RML 06
51. Sheet 47: Change 6" GV at Lot 7 to an 8" GV on RML 06
52. Sheet 47: Show water service for Lot 6-9 near corner of RML01/RML10.
53. Sheet 48: Change single to double water service for Lot 1,2, 5, and 6 near corner of RML01/RML10.
54. Sheet 48: Show water service for Lot 3 near corner of RML07/RML04.
55. Sheet 48: Move 6" hydrant from Lot 3 to Lot 6 next to valve on RML07
56. Sheet 48: Add 6" GV S of 8x6 tee at lots 07/04 on RML 07
57. Sheet 48: Move 10" GV at Lot 5 N to Lot 8 next to hydrant on RML 03
58. Sheet 48: Move hydrant from Lot 10 S to Lot 8 next to GV on RML03
59. Sheet 48: Move 10" GV from Lot 12 N to Lot 3 next to hydrant on RML03
60. Sheet 48/49: Add 10" GV W of 10x6 tee on Lots 04/19 on RML04
61. Sheet 49: Move 10" GV from Lot 8 E to Lot 9 next to hydrant on RML04
62. Sheet 49: Change double to single water service for Lot 1 near corner of RML15/RML09.
63. Sheet 49: Move 6" GV from lot 12 E to lot 9 next to hydrant on RML14
64. Sheet 49: Move hydrant from lot 14 E to lot 8 next to GV on RML 14
65. Sheet49/50: Move hydrant from lot 5 W to lot 9 next to GV on RML14
66. Sheet49/50: Identify 6" GV E of 10" Cross on Lots 04/08 on RML04
67. Sheet49/50: Identify 8x6 Tee, 8" GV, 6" GV at lots 08/18 on RML08
68. Sheet49/50: Move hydrant from Lot 13 S to Lot 10 next to GV on RML08
69. Sheet49/50: Add 10" GV W of 10x8 cross at lots 03/08 on RML08
70. Sheet49/50: Move hydrant from lot 6 E to lot 9 next to hydrant on RML03
71. Sheet 50: Move hydrant from lot 13 W to lot 8 next to GV on RML04
72. Sheet 51: Move GV from Lot 7 N to Lot1 next to hydrant on RML08
73. Sheet 51: Move GV from Lot 13 N to Lot 10 next to hydrant on RML30
74. Sheet 51: Move GV from lot 10 E to lot 14 next to hydrant on RML30
75. Sheet 52: Identify 10x6 Tee, 6" GV at Sta 92+00 on RML03
76. Sheet 52: Add 10" GV W of 10x6 tee at sta 92+00 on RML03
77. Sheet 52: Move GV from Lot 7 W to Lot 1 next to 10x6 tee on RML03
78. Sheet 53: Move GV from lot 9 E to Lot 12 next to hydrant on RML01
79. Sheet 54: Move GV from Lot 7 E to lot 14 next to hydrant on RML01

80. Sheet 54: Show 10" GV S of 10" tee sta 158+00 on RML01
81. Sheet 54:Identify 10" pipe from Sta 10+00 to 13+00 on RML27
82. Sheet 54: Add 10" GV at Sta. 10+50 +/- on RML27
83. Sheet 54: Add 10" GV at Sta. 11+50 +/- on RML27
84. Sheet 54: Add 10" end caps with 2" blow off at Sta. 10+00 on RML27
85. Sheet 54: Change single to double water service for Lot 3, 4, 7, and 8 on cul-de-sac of RML12.
86. Sheet 54: Show water service for Lot 7-17 on RML01.
87. Sheet 40: Add 10" GV on RML 06 near at Sta 20+00
88. Sheet 41/45: Remove 24" GV on Lowry at Sta. 27+00
89. Sheet 42: Identify 16" GV Sta. 74+50 RML 02
90. Sheet 43: Remove 16" GV on RML02 at Sta. 11+00
91. Sheet 45: Move GV on RML02 at Sta 53+00 to W of cross at Sta 55+00
92. Sheet 45: Remove GV on RML02 at Sta 52+00
93. Sheet 45: Remove 24" GV on Lowry at Sta. 40+00
94. Sheet 45: Identify air release valve at Sta 41+00
95. Sheet 48: Remove 24" GV on Lowry near Sta. 61+50
96. Sheet 48: Remove 24" GV on Lowry near Sta. 53+50
97. Sheet 48: Move 24" GV on Lowry between two tees to North of Tee near Sta. 49+00
98. Sheet 48: Remove two 10" GV at Sta 20+50 and 21+50 on RML 04
99. Sheet 49: Move service on other side of GV at the end of RML 14 cul-de-sac
100. Sheet 49: Add 8" GV on RML08 Sta 25+00
101. Sheet 52: Add 8" GV on RML09 Sta 29+00
102. Sheet49/50: Move 10" GV on RML03 at Sta 115+00 to cross at Sta. 113+00
103. Sheet 50: Remove 10" GV at RML 03 at Sta. 116+00
104. Sheet 50: Move service on other side of GV at the end of RML 30 cul-de-sac
105. Sheet 52: Remove three 24: GV on Lowry at Sta 67+50, 80+00, and 82+00
106. Sheet 52: Remove 10" GV on RML09 at Sta12+00
107. Sheet 52: Add 10" GV on RML30 E of tee at Sta. 13+00
108. Sheet 52: Add 10" GV on RML01 at Sta 198+00 E of tee
109. Sheet 55: Show profile of gravity sewer between SMH-154 to SMH-153
110. Sheet 56: Install air release valve on FM at Sta. 32+40
111. Sheet 59: Install air release valve on FM at Sta. 61+20
112. Sheet 62: Show gravity sewer profile at Sta. 109+50 to 110+00
113. Sheet 63: Install air release valve on FM at Sta.115+90
114. Sheet 64: Install air release valve on FM at Sta.123+20
115. Sheet 64: Install air release valve on FM at Sta. 129+70
116. Sheet 64: Install air release valve on FM at Sta.134+80
117. Sheet 65: Install air release valve on FM at Sta.141+30
118. Sheet 66: Install air release valve on FM at Sta.154+10
119. Sheet 67: Install air release valve on FM at Sta.162+10
120. Sheet 68: Install air release valve on FM at Sta.181+70
121. Sheet 71: Install air release valve on FM at Sta.211+80
122. Sheet 92: Show gravity sewer profile from Sta 59+00 to 60+00
123. Sheet 93: Install air release valve on FM at Sta.71+20
124. Sheet 95: Install air release valve on FM at Sta.87+40 with vent offset to grass

Julie Bernal

From: Scott Glaubitz
Sent: Friday, January 08, 2010 3:06 PM
To: Julie Bernal
Subject: FW: Rolling Meadow Lakes Staff Review Comments
Attachments: Rolling Meadow Lakes1st Review1.doc

Scott M. Glaubitz
BSE Consultants, Inc.
321-725-3674 Office
321-723-1159 Fax
321-403-1436 Cell
sglaubitz@bseconsult.com

From: Lori Damms [mailto:dammsl@palmbayflorida.org]
Sent: Friday, January 08, 2010 3:08 PM
To: Lori Damms; Scott Glaubitz; dino2768@aol.com; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: RE: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,
Attached are the revised comments from the City's review of your site plan.
The revised comments are located under Hector Franco volume 2.

Thanks,
Lori Damms

From: Lori Damms
Sent: Monday, December 21, 2009 2:52 PM
To: Lori Damms; 'sglaubitz@bseconsult.com'; 'dino2768@aol.com'; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: RE: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,
Attached are the updated comments from the City's review of your site plan.

Thanks
Lori Damms

From: Lori Damms
Sent: Monday, December 21, 2009 1:36 PM
To: 'sglaubitz@bseconsult.com'; 'dino2768@aol.com'; Patrick Murphy; Hector Franco; Ralph Jenkins; Edward Roske; Lori Parker; Mike Couture; Kwabena Ofosu
Cc: John G. Rodgers; David Watkins
Subject: Rolling Meadow Lakes Staff Review Comments

Good Afternoon,
Attached are the comments from the City's review of your site plan.

If you have any questions regarding specific comments, please contact the appropriate department

Thanks,

Lori Damms

Lori Damms
City of Palm Bay
Land Development Division
Palm Bay, Florida, 32905

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Promoting a Green Palm Bay. Please consider the environment before printing this e-mail.

Project: Rolling Meadow Lakes
Location: 1400 Willowbrook
Owner: Andrew Machata, Rolling Meadow Ranch, Inc.
Contact: Scott Glaubitz
Date: January 8, 2010
1st Review

LAND DEVELOPMENT (ENGINEERING) – Hector Franco
Volume number#1 only

1. Provide pre vs. post stormwater calculations for 10yr-24 hr storm event certified by registered engineer. Roads with proposed PVI 21.8 which are below the current BFE need to meet the City residential roadway requirement and have 1ft freeboard above this storms peak stage under the future irrigation design.
2. Based on 1,375 acre site, the stormwater review fee is $547 + ($40 x 1,370) or total of $55,347.00 required prior to plan approval.
3. An NPDES construction permit is required for projects over 1 acre in size. The contractor shall prepare the necessary Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP). The NOI will be filed to the appropriate section of FDEP. Copies of the NOI and the SWPPP shall be submitted to the Land Development Division before work begins on-site.
4. Provide copy of Brevard County driveway, right-of-way and drainage connection permit for work along Willowbrook Road.
5. Provide a detail survey showing the property lines and topographic information on the proposed design connections for all site work along the projects entire perimeter and on site. The boundary needs to be tie to the survey and the construction design plans. All off site exiting structures or land features must be shown with elevations and location with regards to this projects property lines.
6. An inspection fee equal to ½% of construction cost for all subdivision improvements is required (Roadway and Drainage). Provide certified Engineer estimate or Contractor contract of proposed work to calculate the inspection fee.
7. Provide copy of permit to discharge Rolling Meadow Lakes new outfall to Sotile Canal from applicable jurisdiction of the canal. The old outfall 7 as identified in your response must be shown on the plans and indicated to be removed and land restored to existing condition.
8. Provide copy of Melbourne Tillman Canal District permit for modification of Canal 36 roadway crossing. Show the levee elevations on the construction plans and ensure it is not modified per recent meeting discussion see also previous comment number #5. There are two different set of plan sheets (see sheet 19) for the work remove one and make consistent. The proposed roadway drains toward the canal with no inlets and the exiting Lowry road has swale pipes that must be redesigned. What is the elevation at the road connection?
9. Provide roadway traffic design for all off site impacts listed in the traffic study or as agreed in the developer agreement recently discussed with City staff.
10. Provide offsite water, sewer and reuse construction design to connect these components of the subdivision to the Public service or as identified in the developer agreement with the City recently discussed in the recent meeting.

11. Existing condition plan and boundary: Show existing roadway and canal right-of-way width and description to the South, North, East and West off the project boundary and within the project. Label all existing right-of-way.
12. There are existing road and canal right-of-way on this plat. Please indicate right-of-way jurisdiction on the construction plans and provide appropriate approval to vacate from that jurisdiction.
13. Construction plans all applicable sheets: Various tracts not labeled and lot and tract description must match the new plat. No block numbers have been provided on the construction plans and must be provided. Multiple same lot number within the same block are shown on the construction plans. Please revise.
14. All applicable sheets: For the MES pipe end treatments proposed there are RIM elevations shown please remove as it is not applicable or clarify accordingly. Correct length of pipes and show pipes to correct pond contour based on invent out elevation proposed.
15. Indicate on the construction plans the design speed for all roadways being designed. The response only provided the posted speed to be used on each street but the plans should indicate the design speed used.
16. Sheet 28: South east connection of proposed roadway with existing roadway (Willowbrook); Provide design proposed with pavement markings and signs proposed. Is a merge proposed or is the existing road being removed? Provide existing roadway elevation at connections see comment #5 above.
17. East Side property line on all applicable sheets where there is an existing canal that will be partially filled in. Provide existing elevations at property line and in canal and add notes on plans for required work with compaction specifications and elevations. Is de-mucking required prior to back filling? What is the purpose of the canal and were does it discharge? What happens to the canal at the Parkway crossing and to the existing pipes shown but not labeled? Mitigate any offsite impacts see also previous comment #5.
18. On all applicable sheets. List RIM elevation for all SSMH on all plan and profile sheets. RIM elevation at PVI must match (Please correct and make consistent). Should also match pavement grade or pavement slope when not at PVI. For the drainage inlets, the Rim elevation has been provided, but it is more useful to provide the throat elevations at the curb line. Please provide.
19. At all applicable bridge locations, revise slope 0.0% to min 0.2 percent per Public Works Manual Section 4.6.1 (2). Indicate vertical curve design speed and verify stopping sight distance requirements per FDOT Guidelines. Are blind driveway signs or stop ahead signs required for sudden vertical curves at bridge road locations or as applicable? Provide supporting calculations to support claim use worst case scenario.
20. Boundary survey and topographic survey must be signed and sealed by record surveyor with appropriate seal. Per note it is not valid without it. Page 1 & 2 and page 1 to 12 end of the plans. Record survey should be provided in volume 1 construction plans. If this is not completed that a percent completed must be indicated on it with it purpose signed and sealed.
21. All applicable sheets with Cul-de-sac: continue profiles thru sewer rim, and drainage inlet to property lines. Provide grading requirement for cul-de-sac road slope and edge of road curbing on all applicable sheets.
22. Parkway pavement section; show 1ft over lap of materials and change asphalt quantity 3" base 12" and sidewalk compression to 3,000PSI. See page 157.
23. All applicable sheets: Lowry curbing (F) curbing or miami? Clarify and make consistent. See sheet 157 cross section. Clarify start and end point of (F) curbing proposed along the bridge sections.

24. All applicable locations: Mid block crosswalks shall be per FDOT index 174346. Ten feet wide and have advance warning signs. Check sight visibility requirements. Provide truncated domes accordingly.
25. Plan Sheets must be signed by record Engineer. Bridge plans require structural and geotechnical approvals (Record Engineer) for plans which are not final a note should be added on the plans indicating the percent completion of the plan and purpose of plan submittal. Final plans will be required to be signed and sealed.
26. Sheet 5 Revise note indicating were the cross sections can be found. They are on page 159 not 167. Add note that silt fence shall be installed within the project boundary not outside of it as depicted. On this sheet indicate which ponds will have elevation 0.0 per the note on the lake cross section. Provide a distance from the property line to the canal plug and the deer run outfall. Right of way use permit require from the City for connection to Lowry.
27. Sheet 6 DS-210 rim elevation is not consistent with road elevation please revise. Project outfall pipe 60" or 66" rcp or 43"x68"rcp? Please make consistent for construction and storm model. Why is there a rim on the outfall pipe end?

    Provide transition back to the Willowbrook road existing from the Parkway design west end and Sartori road existing.
28. Sheet 7 Rim elevations not applicable for MES DS-200 and DS-197. Provide alternative entrance design to Willowbrook and connections. If Parkway is not to be built by the project and not included in the developer agreement discussed at recent meeting which is now pending.
29. Sheet 9 Rim elevations not applicable for MES DS-493 Correct on all applicable sheets see also sheet10 DS-396. Revise willow brook road connections see comment number #5 terminate sidewalk accordingly. What is the elevation of the existing road at the connection? Signage has not been addressed at connection on sheet 174?
30. Sheet 10 DS-497 PVI 23.92 has no inlets at low point in the road. Please correct see also sheet 88.
31. Sheet 12 & 20 Please show off site road connection to exiting road and add signage and pavement markings accordingly see previous comment #5. There is an existing ditch along the east side of Sartori road show and identify modifications required.
32. Sheet 13 & 112 RML 06 end of road PVI at 21.80, SMH rim at 21.85 and DS-239 rim at 22.24 Verify drainage flow to inlet.What is the difference in elevation from the drainage inlet rim to the curb line throat? It should be consistent for all curb Inlets. What pavement slope is proposed?
33. Sheet 14 same comment as above for DS-377 check PVI and SMH rim and adjust accordingly. What is the name of the road?
34. Sheet 16 and 17 show existing canal on the east side with existing elevation see comment #5. What is the width of this canal (according to sheet 2-2 boundary survey I should be 40ft)? Show on the plans and add to section E-E on page 159. Check pond separation from canal and adjust accordingly. Check also drainage flow to inlet DS-397 rim 24.71 with PVI at 23.08 and SMH at 24.51 see also page 101. Adjust SMH rim at end of road RML30.
35. Sheet 18 and 36 Adjust elevation for DS-301 check PVI and SMH elevation.
36. Sheet 32 and 15 SMH 172 with PVI and inlet DS-377 check grading and flow to inlet and adjust accordingly.
37. Sheet 18, 35 and 137 correct drainage at end cul-de-sac check PVI, SMH184 and drainage inlet elevations.
38. Sheet 54 and all applicable locations design end of water main going off site.

39. Sheet 68 and all applicable sheets identify transition from Miami curbing to F type curbing at bridge sections per page157. Where does this curbing start and end?
40. Sheet 82 Show crossing of utility across C-36 with all construction required. Drainage from the site must drain to drainage system on site not drain to Tillman canal. What type of curbing is proposed along Lowry make consistent see page 157. Please transition curbing accordingly at offsite connection.
41. Sheet 83 DS-210, SMH 50 and PVI are not consistent at this location. Please revise accordingly on all applicable locations on the plans.
42. Sheet 89 SMH 53 at end of road RML 03 PVI to SMH rim has a slope of 4.2% and low pt in the road is just 0.26 lower than SMH about 300ft away not accounting for pavement cross slope. Please recheck and revise accordingly.
43. Sheet 92 SMH 188 rim elevation 24.97 not meeting pavement grade 25.4 noticeable in the profile see sheet 38. Please revise. Recommend providing the rim elevation of the SMH in the profiles.
44. Sheet 97 and all applicable sheets, show the canal banks in the profile at the bridge crossings. How is the slope vertical from elevation 23 to 8? Is a retaining wall proposed? Please clarify and provide additional design information.
45. Sheet 119; Is stopping sight distance sufficient at bridge crossing sta 10+40? Is a stop ahead sign required? Assume some staking and provide supporting calculation at all applicable locations.
46. Sheet 127 RML 14 check end of road drainage DS-327 and SMH-184 elevations and revise accordingly on all applicable locations.
47. Sheet 131 check end of road drainage. Adjust all applicable elevation in all applicable locations in the plan.
48. Sheet 132 check end of road drainage. Adjust all applicable elevation in all applicable location in the construction plan for RML 20.
49. Sheet 133 elevation of SMH 56 is near similar to PVI which is approximately 180ft away. Please correct for proper drainage.
50. Sheet 134 SMH 134 in RML-25 not at proper road grade will create hump. Please revise accordingly on all applicable sheets.
51. Sheet 134,135 and 136 offsite road connections. Verify visibility; add warning signs, pavement marking and signage appropriately. Verify all existing condition with survey information in item #5. Vertical curve will be needed for 134 and 135. What is the design speed on these segments?
52. Sheet 136 PVC 8" water main proposed below 43"x68"RCP with less than one foot of separation. What is the actual separation proposed? Recommend a stronger pipe is used or encasement even with the concrete saddle supports. Provide a detail of the concrete saddle support or indicate where it is located in the plans?
53. Sheet 139 DS491A and piping. Is rim elevation correct proposed in the 23.0 contour line? Is pipe length correct with length of 23 and invert 12.8? Correct at all applicable locations and show pipe end at correct location in the pond slope.
54. Sheet 143 and all applicable sheets clarify how lot grading will take place below roadway at bridge crossings? The detail call for a swale on site but the 2% in the r/w should be towards the road as the sidewalk is proposed in that location? Each lot must drain It's on lot. Recommend these lots are front to rear not type (C) rear to front with the low point in the driveway shown per the detail to prevent drainage to the garage. See also ordinance 185.186.

55. Sheet 143 and all applicable sheets; RML 23 type drainage (A) proposed lots 3,4,5,6 and 1 across the street. Front to rear or rear to front? For front to rear type (A) drainage a swale has to be provided on the rear. Revise on all applicable sheets accordingly.
56. Sheet 144RML 24 Sta 11+00 lots 1,2,7 and 8 Type A, B or C drainage? Same as previous comment. Please revise on all applicable sheets. Similar for sheet 145, for lots along the parkway A or C? Check also 149-156 similar issues
57. Sheet 146 check type A drainage should it be type B split or C rear to front?
58. Sheet 147 & 148 check type C drainage at bridge locations see previous comment number 54. Should these be type A?
59. Sheet 157 and all applicable plan and profile sheets, curbing (f) or Miami proposed along Lowry?
60. Sheet 158 Control structure pipe conflicts with sheet 6. Clarify what is to be built on all applicable sheets.
61. Sheet 158; for the wood flash board to be used for irrigation system on the control structure, provide a design for the irrigation system. If this system is not to be built initially, a note should be added that the flash board will not be used until the irrigation system comes on line and the applicable St. John permit modification is made.
62. Sheet 159 Section c-c please show Sartori road r/w, Sartori road and ditch on the east side. Both items believed to be on the subject property per information provided in the recent meeting. See also above comment #5.
63. Sheet 160 Provide additional lot grading details type (A and C). Also pleas revise Lowry connection per previous comment and make consistent see page 119. What is the length of this box culvert proposed?
64. Sheet 168. What is the elevation of the onsite sidewalk proposed? Inlets DS-11 and DS-9 Rim elevation 23.0 is the same as the top of bank of the pond? How is the drainage prevented from discharging directly to the pond banks? During the site plan submittal this plan will be reviewed further.
65. Sheet 170. Provide further detail to retain slope at bridge section. How is the slope retained from elevation 0 or 8 to 23? Provide additional detail for sidewalk connections along guardrails. Revise notes for proper project.
65. Sheet 171. Provide detail for utility crossing anchor support at bridge. What separation is proposed on the anchors and what separation is proposed on the utility lines? What is the bridge design loading? Please specify on the constructions plans. The plan view for the sidewalk at the bridge is not the same see sheet 81. Where are the guard rail and what is the separation road, guardrail and sidewalk? Are the hand rails at the sidewalk crossing in the bridge safe for pedestrian and bicycles? See FDOT index 851 and 861.
66. Sheet 171 Per Public works manual collector roadways shall have a minimum width of 12ft. Please revise as applicable on required bridge sections which are collector road (Lowry).
67. Sheet 172. During the construction of the box culvert and the canal plug erosion control should be added and should be included in the SWPPP.
68. Sheet 173 and all applicable sheets, Please provide double yellow stripping and rpm along Lowry as no lighting is proposed for this project. Identify with stripping any locations were passing will be allowed. Please provide 25ft double yellow lines at all side streets stop conditions to Lowry.
69. Sheet 173 and all applicable sheets, street crossing under nonstop condition shall be special emphasis and require warning signs. Revise accordingly.

70. Sheet 173 to 176 roadways with dead ends or no outlets have not been identified. Please provide appropriate signage.
71. Sheet 181 to 183; please revise round about stripping per current MUTCD update chap 36. Lines around the triangle median except for the front should be yellow. Revise yield triangle orientation to be perpendicular to travel way. Provide wide dotted extension lines not solid line at entrance to circulatory roundabout. Recommend adding pedestrian crossing at Roundabouts per MUTCD latest version.

Volume number#2 only

1. Sheet 2 to 11; Work is proposed outside of property owned by Rolling Meadow ranch. Please provide agreements with property owners for this work and perpetual drainage easement rights to Rolling Meadow lakes indicating whom is to maintain this canal system.
2. Sheet 2 to 11; please provide typical cross section of the flow way proposed or existing south and west of sta 9+00. If existing please provide the existing elevations. Include entire flow path to the west and indicate existing and proposed drainage easements or rights of way along the path.
3. Sheets 2 to 11; Canal side slopes proposed are 2 to 1 and need to be provided with erosion control until the area is permanently stabilized. Provide required items on the construction plans and indicate their location. How are these slopes to be stabilized?
4. Sheet 2 to 11; please label pipe length on all proposed pipes and ensure the lengths are adequate. What pipe end treatments are proposed to ensure minimum erosion?
5. Sheet 9 of 11 dirt roadway match point at sta 84+79 appears 0.5 off according to the survey data. Will the match point be raised? How does it affect the adjacent dirt road to the east? Show re-grading proposed accordingly on the plan view.
6. Sheet 9 of 11; For the proposed 60" RCP pipe at approximately sta 85+70 25ft LT what is the canal cross section dimensions and slopes proposed at this location on the sides and to the existing dirt road? According to section 84+35 on sheet 11 a minimum of 35ft is needed from the edge of the roadway to the center line of the flow way. It appears there is a shift in the size and center line alignment of the canal from the pipe location. The plan views only show the existing conditions. Please show the proposed conditions on the plan view. According to sections on sheet 11 the canal work will extend 100ft from the edge of the existing dirt road.
7. Sheet 1 to 10 of the Parkway design please provide grading of center median and shoulders. Per cross section provide in volume 1 the high point elevation of the swales have been provided but the locations have not been indicated on the construction plans. Please provide.
8. Sheet 1 of 10 and 10 of 10 Parkway sta 10+00 and sta 102 show how road will match existing conditions and elevation. It cannot be determined when the rest of the parkway will be designed or constructed and it should be designed to match existing conditions. Logical terminus or turn around and signage should be provided as needed.
9. Sheet 1 to 10 of the Parkway design. Please indicate on the plans the design and posted speed the design meets.
10. Sheet 5 of 10 and 9 of 10 Parkway design. According to FDOT manual of uniform minimum standards for design, construction and maintenance for streets and highways table 111-5 the change in grade minimum difference in PVI for a design speed of 65mph should not be more than 0.3 without a vertical curve. Revise accordingly in all applicable locations on the plans.

11. Sheet 1 to 10 Parkway design Please provide signage proposed at intersections as they have not been include with the Volume #1 and are not shown on these sheets. If no lighting is proposed RPM should also be provide as applicable per FDOT design standards.
12. Sheet 9 of 10 please revise sidewalk connection alignment to match sta 11+00 to the south development proposed.
13. Collector and Arterial roadways per 184.22(c) Of the City Land Development codes. Provisions for conduits crossing must be made and as part of the preliminary Plat process. Crossings for future utility must be shown on the construction plans and locations needed discussed with staff.

Plat comment review Volume #2

1. Plat phase one and all other phases. Plat phases shall be independent self sufficient of each other and all lots or tract created therein shall be provided water service, sewer service, access, drainage system, and other utility services. The Plat improvements must be constructed or surety for the improvements approved by the City and provided prior to the recordation of such plat. The plat phases shall be able to stand alone if needed and not be dependent of any other phase. Future developments shall be platted in future phases. Tracts or lots without adequate services shall not be platted until its corresponding phase.
2. Plat sheet cover on all applicable phases revise note to state project roadways are to be maintained by Rolling Meadow Lakes Homeowners Association, similar comment for tract area summary item ZZ(1 to 7), I, II, k, kk, p, w, and xx. Note public maintenance of roadway shall be approved per Land Development Code Chap. 182.0 and must take place after construction. Revise note #6, Dedications and tables summary accordingly.
3. Plat phase one Sheet 2 of 57 the parkway in the south portion of the property only includes approximately 150r/w. How is the other 50ft needed being provided? Dedication for the Parkway r/w needs to be revised to indicate to City of Palm Bay not Brevard County. The stipulation of this dedication must be discussed and approved in the City developer agreement.
4. Plat all Sheets: Label roadway names and all drainage, utility easements, lots, blocks and tracts proposed accordingly. This information will need to be reflected in the construction plans so it can be cross checked to ensure information is correct with construction design.
5. Plat sheets 19, 34 and 46 drainage easement in the parkway should be private not public. Note 14 of the plat covers the City should there be a need to access this area but the maintenance responsibility should be upon the project HOA.
6. Please provide HOA documents for City review.
7. Plat sheet 3 and all applicable plat phase sheets with dead end roads shall require roadway turn around rights meeting LDC 184.18 (B) 11 Please provide on all applicable sheets on the plats per phase proposed.
8. Phase one plat shows all the drainage ways being dedicated with this phase. Are all the drainage ways proposed to be completed within phase one? Overall phasing construction plans need to be provided to match the proposed plat infrastructures per phase see plat comment #1.
9. Plat sheet 53 Tract P is a right of way tract. Please change 15ft public drainage easement to private drainage easement. Is this easement needed on a right of way tract with no lots to a private drainage system?

10. Plat phase 2 sheet 9 Block 215 lot 18 permanent control point is shown at wrong location. Revise accordingly.
11. Plat phase 2 sheet 9 It appears there is curve data missing from the plat sheets. Please review and update accordingly. Example where can curve data c180 be found?
12. Plat phase3 sheets 8 and 9 and all other applicable plat sheets road lot frontage line data appears to be incorrect. This could be to rounding.
13. Plat sheet 5 and 18 phase 3 and all applicable plat sheets. Several parcels of land are not included as part of the Plat and it is not clear when these items will be built and it needs to be clarified per previous comment number #1 and 8. Example Tract P is not included in phase 3. It has been platted in phase one, does that mean it has been built in phase 1? When is the access to this peninsula provided when it is being platted in phase 3? Similar comment would apply to tract NN Page 21.
14. Are all the bridges to be built during construction phase one and prior to platting of phase one plat? All these tracts are included in phase one but it is not clear when they are to be built as they are not included in subsequent plats. Needs clarification per previous comment number 1 and 8.

LAND DEVELOPMENT (PLANNING) – Patrick Murphy

1) The PUD approval for this project expired on October 20, 2006. As such, no clearing or any other improvements related to Rolling Meadow Lakes may take place until such time as Final PUD approval is granted by City Council. The only clearing or development of this site that will be allowed would be that which is directly related to work permitted by the mining approval currently held on the property.

   Per discussion with the Land Development Director, we were instructed to submit the plan set, which we did on March 2, 2007. The City did not provide review comments until March 6, 2008 (over a year later). Recall extensive traffic modeling was occurring – which accounted for much of the delay and for the direction received from the City.

   The purpose of the statement at [illegible] was to inform the Development that the site may not be cleared of existing trees until such time as [illegible] is granted. For the record, Mr. Watkins' title is Growth Management Director.

2) A tree survey is required showing all exceptional specimen trees.

   We know of no exceptional specimen trees existing on-site.

   [illegible] photographs show dense [illegible] of the property and scattered trees throughout other portions of the property. A tree survey – which is required – will let us know as well as staff if any exceptional specimen trees exist on-site.

3) Indicate which phase(s) the developer intends to build the Parkway.

   As stated above, there is no existing Parkway to connect to. The owner is not obligated to construct the Parkway.

   Construction of the Parkway will be determined by City [illegible]

4) Sheets 173-175 need to correct the title from St. Johns Heritage Parkway to the Palm Bay Parkway.

The official name was changed from Palm Bay Parkway to St. Johns Heritage Parkway. Therefore, the name is consistent as presented.

The section of the Parkway that traverses through the jurisdictional boundaries of the City of Palm Bay is still known as the Palm Bay Parkway. If you have official documentation naming the sections of the Parkway within the City of Palm Bay, please submit for staff review.

5) An amendment to the Comprehensive Plan Future Land Use Map will be required to allow for the multi-family development proposed in Phase 5.

The Comp. Plan Ordinance for this property was processed as Ordinance # 2005-51 which provided for single family use. The Preliminary PUD processed by the City allowed multi-family in the SE portion of the site. We will require further discussion on this subject.

Ordinance No. 2005-51 amended the Comprehensive Plan Future Land Use Map from Residential One (Brevard County) to Single Family Residential Use (SFR). Therefore, only SFR Use (and those uses typically allowed under this use) is permitted on the entire property. Other uses, such as multi-family residential, commercial, public semi-public, etc. must be approved by City Council through another CP amendment. The Use of land is controlled by its designated Land Use; the intensity of that Use is controlled by the zoning.

6) Provide the number of lots in each phase.

A table has been added.

I found the table on Sheet 3 of the 3rd PUD submittal on the 11th. Thank you.

7) May it be noted that any recreation tract must receive Final PUD approval, and site plan approval, prior to the start of construction of any amenities or other improvements on these tracts.

Refer to Response #135 of the Land Development comments.

Your response was "will submit recreation site plans to be submitted as independent construction plans." However, this response was to Hector Franco's comment informing you that development of recreational [illegible] submitted and approved site plans. My comment was to let you know that PUD approval must be granted by City Council in addition and prior to granting of the site plans.

8) Analysis must be provided that the 1,000-foot radius for the Parkway meets FDOT standards and that the visibility along the curve at the eastern end of the Parkway is adequate to provide for the two roadways intersecting at that location.

This analysis was provided during the public hearing phase for the PUD. Another copy is enclosed.

What you enclosed was an email discussion between Mr. Adams and yourself - neither of which is an employee of the Florida Department of Transportation that has been designated with the official capacity for making the requested determination. Although the alignment may not be a geometric

issue, the posted speed of this segment is the real concern. The City's Traffic Engineer will analyze this and respond accordingly.

9) This project will require commercial and public/semi-public parcels to serve this development. Specifically, commercial land shall be provided at the intersection of the main north-south road with the Parkway and within the multi-family product proposed for phase 5.

Pursuant to discussion with the Director of Land Development, the commercial area shown on the plans was deemed sufficient. Recall other projects proposed + 80 acres of commercial just to the east near Babcock Street.

I have concurred with Mr. Watkins and 1.97 acres of commercial area (Tract C & Tract DD) is not sufficient for supporting 2,5[illegible] residential units. Note the 80+ acres of commercial you refer to is no longer of that size. Note that the purpose of a PUD, as identified in Section 185.06 I, is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types as well as commercial uses designed to serve the inhabitants of the planned unit development. Note that other uses are needed to support a development of this size such as public semi-public uses. Lastly, note this will be addressed in the future during the preliminary PUD approval process.

10) FLUE Policy FLU-8.30 requires an analysis of Interstate 95 levels of service, in addition to the traffic study that was previously required for this project.

Pursuant to discussion with the Director of Land Development, the Traffic Study was deemed sufficient. In addition, the study included proposed projects that are not proceeding.

FLUE 8.30 specifically required that the traffic study "analyze in detail the impacts of the project on Interstate 95, Malabar Road, Babcock Street, Emerson Road, Palm Bay Parkway and the intersection at Palm Bay Parkway and Babcock Street." The study did not analyze impacts to Interstate 95, Malabar Road or the Parkway. As a result, the Traffic Study does not meet the requirements of FLUE 8.30. There are also several deficiencies in the study that have been identified by the City's Traffic Engineer and will be forwarded under his commentary.

NEW COMMENTS:

11) Submit the Declaration of Covenants and Restrictions for staff review.
12) Provide the list of street names as approved by Brevard E-911. Please note that E-911 only has the authority to approve the street name; the designation ("road," "drive," "boulevard," etc.) is determined by the City of Palm Bay's Addressing Authority.
13) There are two (2) connections to Sartori Road, which is a Private Road owned by James Sartori. These connections are shown as Tract D and Tract G. Submit a letter from Mr. Sartori approving these connections.
14) Sheet 1 of 57 of the RML Phase I Plat provides a Tract Summary Table. There are thirteen tracts within this table that are listed as Future Development within the Use of Tract column. Please provide the proposed use for Tracts AA, C, E, EE, H, J, M, O, Q, T, UU, X and Z.
15) Condition #28 of this project's St. Johns River Water Management District (St. Johns) Permit (#4-009-15821-7) requires the recording of a conservation easement for the wetland mitigation areas (Tract U, the island and two upland preservation areas) which was completed. However, the Tract Summary Table identifies Tract A(7)A as Conservation Use, to be owned and maintained by St.

Johns. This Tract is located north of and adjacent to the point where the Parkway intersects the project's eastern property line. Official documentation from St. Johns shall be required acknowledging ownership and maintenance of this tract.

16) The topography maps (Sheets 1-12) were drawn on 8/24/05 using data collected roughly 4.5 years ago. As evidenced from recent aerial photography, extensive earth moving has taken place since then. Revised topographic maps shall be submitted to reflect what is current.
17) On Sheet 1 of the plat for each phase, please provide the total acreage of the phase immediately following the Description of Property.
18) Section 185.064(C) states, "All common open space, as well as public and recreational facilities, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of the residential structures." Tract L, the main amenity, is shown to be developed in the third phase – after 46% of the residential units have been completed. Staff does not believe this concurs with the above Code Requirement and thus recommends that Tract L be completed with Phase I, or at the least, prior to the start of Phase 2.

19) Staff recommends that after Preliminary PUD approval is granted by City Council for the overall project that each Phase and Amenity/Recreation development be sent individually to City Council for Final PUD approval and subsequent recordings.
20) Staff reserves the right to make additional comments during PUD and plat reviews for each phase accordingly.

LAND DEVELOPMENT (TRAFFIC) – Kwabena Ofosu

Planned Improvements:
The widening of Babcock south of Malabar is currently in design (FDOT/ County), and may have been forwarded in the Stimulus program. It may be eligible for consideration in this study. The applicant may want to check with FDOT.

Table3:
The County segments have adopted LOS of E. This would be for Babcock, Grant, ad Micco.

Trip Generation:
No commercial, no offices are mentioned.

Trip Distribution:
The distribution onto the west approach of San Filippo at San Filippo/ Lowry. Even thought the Palm Bay Parkway is not considered in this study, 43% is still too high. The land uses, travel patterns, employment centers etc cannot justify the 43% distribution.

Trip Distribution:
Based on the previous comment it is projected that 4,043 trip will be distributed onto San Filippo west of Lowry. This needs further proof.

2016 Build-Out Traffic:
The Krocker-Flamm project has apparently been shelved. A relevant project to be included in the background / vested trips would be Waterstone PUD

Future Condition:

Unsignalized Intersections: With the proposed 5-laning of Babcock, the intersection improvements at San Filippo/ Lowry, and Babcock/ Willowbrook (Parkway), the following intersections still fail (as in appendix G).

Babcock/ Parkway (F on eastbound approach)
Babcock/ Cogan (F on eastbound approach)
Babcock/ Grant (F on eastbound and westbound approaches)
San Filippo/ Lowry (F on Lowry approach)

Roadway Segment Analysis:

No further improvements are recommended for Lowry Bl, even though the intersection with San Filippo fails in spite of the intersection improvements and the fact that Rolling Meadow Lakes is adding 10,907 trips onto Lowry?

Table 9 shows Palm Bay Parkway with 4 lanes, achieving a LOS of B for the segment. Earlier in the report however it is stated the Parkway is not considered in this study. Therefore what is called the Parkway is Willowbrook which is 2-lane undivided.

Identified Improvements:

The study identified the following improvements to be implemented by the applicant for the future condition;

Northbound left turn and right turn lanes at Lowry/ San Filippo
Eastbound right turn lane at Lowry/ San Filippo
Westbound left turn lane at Lowry/ San Filippo
Eastbound left turn lane at Babcock/ Willowbrook
5-laning of Babcock Street from Willowbrook to Foundation Park Bl

Proportionate Fair Share:

The Prop Fair Share proposal is still in the works according to page 14. The City will need to review and approve the prop fair share calculations.

As stated on p. 16, Babcock from Valkaria to Foundation Park is expected to exceed adopted capacity before the addition of Rolling Meadow Lakes traffic. This will result in a credit to Rolling Meadow Lakes in the Prop far Share calculation.

FLOODPLAIN MANAGEMENT – Jim Williams

1. The approved subdivision site plan should be used for the CLOMA application to remove the entire site from the special flood hazard area.
2. The base flood elevation in the notes on sheet 4 is 22.9 but the BFE on firm panel 595 E is 22.0. Please clarify.
3. The lowest proposed street elevation is 21.8, which is lower than the BFE of 22 and more than a foot below your BFE of 22.9. Please clarify.
4. On page 151-RML 04. STA. 27+00, Lot 1 & 2, and also page 154- RML 03, STA. 84+00, Lot 12 & 13, the difference on the finish floor elevations exceed one foot.

Revise and check all lots FFE to conform with ordinance 174.073 (A) (3).

FIRE – Mike Couture

1. No Comments.

PUBLIC WORKS – Lori Parker

1. Right-of –Way Use permit application and fee due (tie into Lowry Blvd ROW) $284.00 (as of 10-01-09)

UTILITIES – Edward Roske

1. Prior to site plan approval, a City of Palm Bay "Utility Agreement" shall be executed between the Owner/Developer and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid prior to the plan being approved. All fees are subject to change annually.
2. All utility construction shall be in accordance with the latest revision of the City of Palm Bay Utility Department Policies, Procedures and Standards Handbook.
3. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.
4. The City of Palm Bay Utilities Inspector must be notified 48 hours prior to any utilities work.
5. Show offsite water and sewer utilities design. Show pipe color, material, size, valves, blow offs, fittings, etc.

    a. Developer will need to design and construct the extension of the transmission sewer main from the existing City utilities to the subdivision at their expense.

    b. Developer will need to design and construct the extension of the transmission water mains from the existing City utilities to the subdivision at their expense. Two connections will be required for looping of the system.

6. Show Master Irrigation Plan so that it can be verified to be compatible with future reuse irrigation. Show pipe color, material, size, valves, blow offs, fittings, etc.
7. Add block numbers to more easily identify lot locations.
8. Update L/S calculations to reflect only the Troutman Wastewater Treatment Plant and Troutman Water Reclamation Facility. Plans to build the South Regional Water Reclamation Facility are not definite.
9. Review all details and use only the most current Standard Details. Many were found to be outdated. A copy of the latest Details can be furnished upon request.

Sewer:

1. Sheet 23: Change double to single gravity service for lot 14 at the corner of RML01/RML06.
2. Sheet 24: Double gravity service not needed for lot 6 at the corner of RML23/RML02.
3. Sheet 24: Does unnamed lot on RML23 need gravity service?
4. Sheet 24: Change double to single gravity service for lot 1 at the corner of RML02/RML05.
5. Sheet 25: Show gravity service to lot 17 on RML01, next to L/S #6.

6. Sheet 26: Provide double services wherever possible
7. Sheet 26: SMH-224 must be a drop inlet MH
8. Sheet 27: Change double to single gravity service in lot 9 at the corner of RML02/RML25.
9. Sheet 27: Change double to single gravity service in lot 21 at the corner of RML02/RML25.
10. Sheet 28: Change service on Lot 6 on RML07 to a double service to include Lot 5
11. Sheet 28: Change to a single service for Lot 26 near the corner of RML02/RML05
12. Sheet 28: Change double to single gravity service in lot 21 at the corner of RML05/RML25.
13. Sheet 30: Change double to single gravity service in lot 10 at the corner of RML01/RML10.
14. Sheet 31: Change double to single gravity service in lot 1 at the corner of RML04/RML07.
15. Sheet 31: Change double to single gravity service in Lot 2/3 to serve Lot 2 at the corner of
16. Sheet 31/32: Change double to single gravity service in Lot 13 at the corner of RML04/RML19.
17. Sheet 31/32: Add single gravity service in Lot 1 at the corner of RML04/RML19.
18. Sheet 33: Add single gravity service in Lot 1 at the corner of RML03/RML01.
19. Sheet 34: Clean up text at cul-de-sac.
20. Sheet 35: Change double to single gravity service in Lot 17 near Lowry and RML03.
21. Sheet 35: Change double to single gravity service in Lot 1 near Lowry and RML03.
22. Sheet 35: Change double to single gravity service in Lot 5/6 near cul-de-sac and RML13.
23. Sheet 35: Change double to single gravity service in Lot 6/7 near cul-de-sac and RML13.
24. Sheet 37: Add single gravity service in Lot 17 near corner of RML01/RML27.
25. Sheet 37: Change double to single gravity service in Lot 10 near corner of RML01/RML10.

Water:

1. All appropriate sheets: Show 2" water service to Lift Stations.
2. Sheet 40: Move 10" gate valve from Lot 6 S to Lot 4 next to hydrant on RML 01
3. Sheet 40: Remove 10" gate valve from Lot 3, RML01
4. Sheet 40: Move 10" gate valve from Lot 13 W to Lot 18 next to hydrant on RML 01
5. Sheet 40: Move hydrant from Lot 13 W to Lot 17, RML02
6. Sheet 40: Add hydrant at Lot 9 next to 6" gate valve, RML02
7. Sheet 40: Move 6" gate valve from Lot 11 to Lot 10 next to hydrant on RML 03
8. Sheet 41: Move 10" gate valve from Lot 10 E to Lot 2 next to hydrant on RML 03
9. Sheet 41: Move 10" gate valve from Lot 5 W to Lot 7 next to hydrant on RML 01
10. Sheet 41: Move hydrant from Lot 6 W to Lot 9, next to 8" gate valve on RML02
11. Sheet 41: Add 10" gate valve W of 24"x10" tee
12. Sheet 41: Change double to single water service for Lot 11 near corner of RML02/RML23.
13. Sheet 41: Do two lots on corner of RML01/Lowry need water service?
14. Sheet 41: Does lot on cul-de-sac of RML23 need water service?
15. Sheet 42: Add two 8" gate valve at 8"x6" tee Lot 1 RML05
16. Sheet 42: Move 8" gate valve from Lot 11 E to Lot 14 next to hydrant on RML05
17. Sheet 42: Move 10" gate valve from Lot 7 E to Lot 3 next to hydrant on RML01
18. Sheet 42: Move 10" gate valve from Lot 14 E to Lot 7 next to hydrant on RML01
19. Sheet 42: Remove 10" gate valve at Lot 3 on RML01
20. Sheet 42: Move 10" gate valve from Lot 11 N to Lot 9 next to hydrant on RML01
21. Sheet 42: Add 16" GV W of 16x10 cross on RML02
22. Sheet 42: Do two lots on corner of RML01/RML02 need water service?
23. Sheet 43: Change single to double water service wherever possible.
24. Sheet 43: Identify two 16" GV Sta. 9+00/11+00
25. Sheet 43: Add a 12" G.V. E of 12x16 tee at Lot 20 on RMLMF1
26. Sheet 43: Move 12" GV at Lot 18 S to Lot 20 next to hydrant on RML MF3

27. Sheet 44: Add 12" GV at Lot 36/1 next to hydrant on RML05
28. Sheet 44: Add 12" GV at Lot 4 next to hydrant on RML05
29. Sheet 44: Add two 16" GV at 16"x8" tee on Lots 21 on RML02
30. Sheet 44: Add 16" GV at 16x10 cross at Lots 02/01 on RML02
31. Sheet 44:Identify 16" GV from Lot 7 N to Lot 10 next to hydrant on RML02
32. Sheet 44: Move hydrant from lot 12 N to lot 08 next to hydrant on RML 01
33. Sheet 44: Move 10" GV from Lot 7 N to Lot 10 next to hydrant on RML08
34. Sheet 44: Change single to double water service wherever possible.
35. Sheet 45: Add hydrant assembly at Lot 4 on RML07
36. Sheet 45: Change single to double water service wherever possible.
37. Sheet 45: Move hydrant at Lot 9 N to Lot 6 next to GV onRML07
38. Sheet 45: Move hydrant at lot 3 S to lot 1 next to 10" GV on RML03
39. Sheet 45: Add 10" GV at Lot 12 S of 10x6 tee at lot 03/21 on RML 03
40. Sheet 45: Remove 10" GV at Lot 6 on RML 03
41. Sheet 45: Add 16" GV E of 16x12 cross at Sta. 55+25 on RML 02
42. Sheet 45: Add 12" GV at Lot 17 next to hydrant on RML 05
43. Sheet 46: Add 10" GV S of 10" tee lot 14 on RML01
44. Sheet 46: Move hydrant from Lot 15 S to lot 17 next to GV on RML01
45. Sheet 46: Add 10" GV N of 10x6 tee lot 8 on RML01
46. Sheet 46: Move 8" GV from Lot 11 N to Lot 13 next to hydrant on RML06
47. Sheet 46: Remove 8" GV at Lot 6 on RML06
48. Sheet 47: Move 10" GV from Lot 1 N to Lot5 next to hydrant on RML01
49. Sheet 47: Remove 10" GV from Lot8 on RML 01
50. Sheet 47: Move valve from Lot 1 to lot 11 next to hydrant on RML 06
51. Sheet 47: Change 6" GV at Lot 7 to an 8" GV on RML 06
52. Sheet 47: Show water service for Lot 6-9 near corner of RML01/RML10.
53. Sheet 48: Change single to double water service for Lot 1,2, 5, and 6 near corner of RML01/RML10.
54. Sheet 48: Show water service for Lot 3 near corner of RML07/RML04.
55. Sheet 48: Move 6" hydrant from Lot 3 to Lot 6 next to valve on RML07
56. Sheet 48: Add 6" GV S of 8x6 tee at lots 07/04 on RML 07
57. Sheet 48: Move 10" GV at Lot 5 N to Lot 8 next to hydrant on RML 03
58. Sheet 48: Move hydrant from Lot 10 S to Lot 8 next to GV on RML03
59. Sheet 48: Move 10" GV from Lot 12 N to Lot 3 next to hydrant on RML03
60. Sheet 48/49: Add 10" GV W of 10x6 tee on Lots 04/19 on RML04
61. Sheet 49: Move 10" GV from Lot 8 E to Lot 9 next to hydrant on RML04
62. Sheet 49: Change double to single water service for Lot 1 near corner of RML15/RML09.
63. Sheet 49: Move 6" GV from lot 12 E to lot 9 next to hydrant on RML14
64. Sheet 49: Move hydrant from lot 14 E to lot 8 next to GV on RML 14
65. Sheet49/50: Move hydrant from lot 5 W to lot 9 next to GV on RML14
66. Sheet49/50: Identify 6" GV E of 10" Cross on Lots 04/08 on RML04
67. Sheet49/50: Identify 8x6 Tee, 8" GV, 6" GV at lots 08/18 on RML08
68. Sheet49/50: Move hydrant from Lot 13 S to Lot 10 next to GV on RML08
69. Sheet49/50: Add 10" GV W of 10x8 cross at lots 03/08 on RML08
70. Sheet49/50: Move hydrant from lot 6 E to lot 9 next to hydrant on RML03
71. Sheet 50: Move hydrant from lot 13 W to lot 8 next to GV on RML04
72. Sheet 51: Move GV from Lot 7 N to Lot1 next to hydrant on RML08
73. Sheet 51: Move GV from Lot 13 N to Lot 10 next to hydrant on RML30
74. Sheet 51: Move GV from lot 10 E to lot 14 next to hydrant on RML30
75. Sheet 52: Identify 10x6 Tee, 6" GV at Sta 92+00 on RML03

76. Sheet 52: Add 10" GV W of 10x6 tee at sta 92+00 on RML03
77. Sheet 52: Move GV from Lot 7 W to Lot 1 next to 10x6 tee on RML03
78. Sheet 53: Move GV from lot 9 E to Lot 12 next to hydrant on RML01
79. Sheet 54: Move GV from Lot 7 E to lot 14 next to hydrant on RML01
80. Sheet 54: Show 10" GV S of 10" tee sta 158+00 on RML01
81. Sheet 54:Identify 10" pipe from Sta 10+00 to 13+00 on RML27
82. Sheet 54: Add 10" GV at Sta. 10+50 +/- on RML27
83. Sheet 54: Add 10" GV at Sta. 11+50 +/- on RML27
84. Sheet 54: Add 10" end caps with 2" blow off at Sta. 10+00 on RML27
85. Sheet 54: Change single to double water service for Lot 3, 4, 7, and 8 on cul-de-sac of RML12.
86. Sheet 54: Show water service for Lot 7-17 on RML01.
87. Sheet 40: Add 10" GV on RML 06 near at Sta 20+00
88. Sheet 41/45: Remove 24" GV on Lowry at Sta. 27+00
89. Sheet 42: Identify 16" GV Sta. 74+50 RML 02
90. Sheet 43: Remove 16" GV on RML02 at Sta. 11+00
91. Sheet 45: Move GV on RML02 at Sta 53+00 to W of cross at Sta 55+00
92. Sheet 45: Remove GV on RML02 at Sta 52+00
93. Sheet 45: Remove 24" GV on Lowry at Sta. 40+00
94. Sheet 45: Identify air release valve at Sta 41+00
95. Sheet 48: Remove 24" GV on Lowry near Sta. 61+50
96. Sheet 48: Remove 24" GV on Lowry near Sta. 53+50
97. Sheet 48: Move 24" GV on Lowry between two tees to North of Tee near Sta. 49+00
98. Sheet 48: Remove two 10" GV at Sta 20+50 and 21+50 on RML 04
99. Sheet 49: Move service on other side of GV at the end of RML 14 cul-de-sac
100. Sheet 49: Add 8" GV on RML08 Sta 25+00
101. Sheet 52: Add 8" GV on RML09 Sta 29+00
102. Sheet49/50: Move 10" GV on RML03 at Sta 115+00 to cross at Sta. 113+00
103. Sheet 50: Remove 10" GV at RML 03 at Sta. 116+00
104. Sheet 50: Move service on other side of GV at the end of RML 30 cul-de-sac
105. Sheet 52: Remove three 24: GV on Lowry at Sta 67+50, 80+00, and 82+00
106. Sheet 52: Remove 10" GV on RML09 at Sta12+00
107. Sheet 52: Add 10" GV on RML30 E of tee at Sta. 13+00
108. Sheet 52: Add 10" GV on RML01 at Sta 198+00 E of tee
109. Sheet 55: Show profile of gravity sewer between SMH-154 to SMH-153
110. Sheet 56: Install air release valve on FM at Sta. 32+40
111. Sheet 59: Install air release valve on FM at Sta. 61+20
112. Sheet 62: Show gravity sewer profile at Sta. 109+50 to 110+00
113. Sheet 63: Install air release valve on FM at Sta.115+90
114. Sheet 64: Install air release valve on FM at Sta.123+20
115. Sheet 64: Install air release valve on FM at Sta. 129+70
116. Sheet 64: Install air release valve on FM at Sta.134+80
117. Sheet 65: Install air release valve on FM at Sta.141+30
118. Sheet 66: Install air release valve on FM at Sta.154+10
119. Sheet 67: Install air release valve on FM at Sta.162+10
120. Sheet 68: Install air release valve on FM at Sta.181+70
121. Sheet 71: Install air release valve on FM at Sta.211+80
122. Sheet 92: Show gravity sewer profile from Sta 59+00 to 60+00
123. Sheet 93: Install air release valve on FM at Sta.71+20
124. Sheet 95: Install air release valve on FM at Sta.87+40 with vent offset to grass

COVER LETTER EXHIBIT 11

§ 185.060 DEFINITIONS

FINAL DEVELOPMENT PLAN. The development plan approved by the City Council and recorded with the clerk of the circuit court of the county according to the provisions of this chapter.

FINAL DEVELOPMENT PLAN APPLICATION. The application for approval of the development plan and for approval of the required exhibits as specified in this chapter.

§ 185.067 PROCEDURE FOR SECURING APPROVAL OF A FINAL DEVELOPMENT PLAN.

The developer shall have one (1) year from the approval of the preliminary development plan for a planned unit development zone in which to file a final development plan application. At the request of the developer, and for good cause shown, the City Council may extend the period required for the filing of the application for a time certain not to exceed one (1) year. The final development plan application may request approval for the entire planned unit development plan or any stage. If approval is not requested for the entire planned unit development, the developer shall have one (1) year from approval of the final development plan application to file another final development plan application for approval of any or all of the remaining stages specified in the preliminary development plan. At the request of the developer, and for good cause shown, the City Council may extend for a time certain not to exceed one (1) year, the period for the filing of the application.

(A) *Required exhibits.* The exhibits identified in § 185.066(B)(2)(a) shall be attached to the final development plan application.

(1) In addition to the requirements of (A) above, a boundary and topographic map shall be submitted and shall include the location, size and type of all trees (per the standards identified in Chapter 180).

(2) Development schedule. The development schedule shall contain the following information:

(a) The order of construction of the proposed stages delineated in the development plan.

(b) The proposed date for the beginning of construction of such stages.

(c) The proposed date for the completion of construction on such stages.

(d) The proposed schedule for the construction and improvement of common open space within such stages, including any complementary buildings.

(3) Deed restrictions. Deed restriction proposals to preserve the character of the common open space as set forth in § 185.064. The deed restrictions shall include a prohibition against partition by any residential property owner.

(4) Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in the land.

(5) Title opinion. A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

(B) *Procedure.*

(1) A fee as established by resolution pursuant to § 169.004 shall accompany the final development plan application for the purpose of administration, additionally, engineering, **plat filing**, necessary copies and travel fees will be incurred.

(2) The Planning and Zoning Board shall recommend the approval, approval subject to conditions, or disapproval of the final development plan with the preliminary development plan, the sufficiency and accurateness of the required exhibits, and the requirements and purposes of this subchapter and any other applicable provision of this code of ordinances and any other regulation of the city. The Planning and Zoning Board shall recommend the approval, approval subject to change, or denial of the final development plan.

(3) The City Council shall review the recommendations of the Planning and Zoning Board at a regular public hearing of the City Council and shall approve, approve subject to conditions, or deny the final development plan application. The final development plan approval shall constitute a PUD rezoning enacted by Ordinance. The final development plan shall be binding upon the land contained with the plan. Any proposed modifications to the final development plan shall be submitted to the Growth Management Director for determination of departure. If determined to be a substantial deviation from the approved final development plan, the applicant must receive Final PUD approval from City Council for such deviation.

(C) *Recording of final development plan.*

(1) After approval by the City Council of the final development plan application, the City Clerk shall see that **all requirements of Fla. Stat. Ch. 177** have been complied with before the final development plan is recorded in the public records of the county.

(2) The transfer of, sale of, agreement to sell, or negotiation to sell land by reference to or exhibition of, or other use of a final development plan of a planned unit development, or portion thereof, that has not been given final approval by the City Council and recorded in the official records of the county is prohibited. The description by metes and bounds in the instrument of transfer or other documents shall not exempt the transaction from such prohibition.

('74 Code, § 25-132(h)) (Ord. 89- 08, passed 4-27-89; Am. Ord. 2006-10, passed 2-2-06; Am. Ord. 2016-02, passed 1-19-16; Am. Ord. 2016-17, passed 4-21-16; Am. Ord. 2016-75, passed 11-17-16; Am. Ord. 2017-16, passed 2-16-17)

§ 184.08 FINAL SUBDIVISION PLAT.

(A) *Application procedure.* Following the approval of the preliminary plat, the applicant if he/she wishes to proceed with the subdivision, shall submit an **application for final plat approval to the Land Development office**. Such an application must be made on forms available from the City's Community Planning and Economic Development office. The application must be complete and accompanied by two (2) copies of the final plat and **construction plans** as described in these regulations, a CD or other approved electronic copy of the plat, a filing fee, and a list of all owners of adjacent property and/or property directly opposite of the proposed subdivision. Such property owner information shall be obtained from the most recent County Tax Appraiser's rolls.

(B) *Final plat to conform to preliminary plat.* The final plat shall conform substantially to the preliminary plat as approved, and if desired by the subdivider, it may constitute only that portion of the approved preliminary plat which he/she proposes to record and develop at the time, if such portion conforms to the requirements of this chapter.

(C) *Application processing.* The processing of the final plat application will be substantially the same as the processing of the preliminary plat application described previously in § 184.07.

(D) *Public meetings.* The final plat application shall be heard by the Planning and Zoning Board at its regular meeting in the month following the submittal deadline date. Courtesy notice letters of the meeting are to be sent to the owners of abutting and opposite properties of the proposed subdivision. Failure to mail or receive such courtesy notice shall not affect any action or proceedings taken however. Notice of such a meeting shall also be posted on the property for which subdivision is sought.

(E) ***Final approval.*** After the **Planning and Zoning Board has reviewed the final plat** and **construction plans,** the city staff report with its recommendations, and testimony and exhibits submitted at the public meeting, the Planning and Zoning Board shall forward its recommendations for final action to the City Council. Upon receiving the recommendation of the Planning and Zoning Board including the city's staff report, **the City Council shall hold a public meeting and shall act to either approve, approve with conditions, or disapprove such application.**

(Ord. 96-05, passed 2-15-96; Am. Ord. 2016-32, passed 5-19-16)

§ 184.09 SIGNING AND RECORDING OF SUBDIVISION PLAT.

(A) *Signing of the plat.*

(1) When a bond is required, city officials (City Clerk, City Surveyor, and Mayor) shall endorse approval on the plat after the bond has been approved by the City Attorney and City Engineer, and all the conditions of approval pertaining to the plat have been satisfied.

(2) When installation of improvements is required, city officials (City Clerk and Mayor) shall endorse approval on the plat after all conditions of approval on the plat have been satisfied and all improvements satisfactorily completed. There shall be

written evidence or certificate of completion that the required public facilities have been installed in manner satisfactory to the City's Public Works Director and/or his/her designee and that the necessary dedication of public lands and improvements has been accomplished.

(B) *Recording of the subdivision plat.* Upon the signing of the **reproducible mylar** of the plat by the appropriate city officials, the subdivider shall file the plat with the County Clerk of Records within thirty (30) days of the date of the last signature. After filing the plat with the County Clerk of Records, the subdivider shall provide the City Clerk's office with a reproducible mylar of the recorded plat and three (3) prints of the plat. The **mylars** and prints are then to be forwarded to the appropriate city departments for their files.

(Ord. 96-05, passed 2-15-96; Am. Ord. 2016-32, passed 5-19-16)

§ 184.28 FINAL SUBDIVISION PLAT AND CONSTRUCTION PLANS.

(A) *Submission.* Three (3) copies of the final plat, a CD or other approved electronic copy of the plat **and construction plans** shall be submitted with a **completed application** to the Land Development office. The final plat shall be drawn in ink on tracing cloth on sheets twenty- four (24) inches wide by thirty (30) inches long and shall be at a scale of two hundred (200) feet to one (1) inch or larger with a preferred scale of one hundred (100) feet to one (1) inch. Where necessary, the plat may be on several sheets accompanied by an index sheet.

(B) *Design and contents of the final plat.* The final plat and construction plans for the subdivision shall be designed and in conformity with the design standards established herein and must show the following information:

(1) The final plat shall be prepared in conformance with the requirements of the applicable Florida Statute;

(2) The primary control points, approved by the City Engineer, or descriptions and "ties" to such control points to which all dimensions, angles, bearings and similar data on the plat shall be referred;

(3) The tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites, with accurate dimensions, bearing or deflection angles, and radii, arcs and central angles of all curves;

(4) The name and right-of-way width of each street or other right-of-way;

(5) The location, dimensions and purpose of any easement;

(6) Numbers or letters to identify each lot or site;

(7) The purpose for which sites, other than residential lots, are dedicated or reserved;

(8) The location of monuments;

(9) Reference to any recorded subdivision plat of adjoining platted land by plat book, page and number;

(10) A certification of a surveyor as to the accuracy of the survey and plat;

(11) A certification of title showing that the applicant is the landowner;

(12) Statements by the owner dedicating streets, rights-of-way and any sites for public uses.

(C) Design and contents of the construction plans. The construction plans shall show the following information:

(1) The title, scale, north arrow and datum;

(2) The plans of streets and drainage showing grades approved by the City Engineer and any other public improvements; such plans shall be drawn to city standard scales and elevations and shall be based on datum plane approved by the City Engineer and shall be in conformance with the design specifications of the Public Works Manual of the city.

(3) Two copies of stormwater calculations.

(4) A tree survey meeting the requirements of Chapter 180, trees and shrubbery.

(Ord. 96-05, passed 2-15-96; Am. Ord. 2016-32, passed 5-19-16)

B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

April 18, 2014

Via E-mail
Mr. Dave Watkins
City of Palm Bay
Growth Management Department
120 Malabar Road
Palm Bay, FL 32907

Re: ***Rolling Meadow Lakes***
Approval History, Current Status and Projection
B.S.E. File # 87020.02

Dear Dave:

Thanks for the time yesterday. We are anxious to move forward and secure final approvals. As discussed, below please find a short narrative of project history, current status and our projection for reaching final approvals.

A. City Council Preliminary PUD approval: October 20, 2005 (Case # PUD-39-2005)

B. Submittal of Final PUD Application: March 2, 2007.
- Last City comments issued January 8, 2010.
- These were not responded to due to the downturn in the economy.
- Comments were noted by BSE to be not material in nature; however, there are many comments and we do not control the quality of the comments.

C. Petition to vacate underlying old plat, easements and right-of-way submitted: December 23, 2009.
- Re-filed this application on January 15, 2010 to the Growth Management Department.
- Sent copy of full application package to Growth Management Department again on May 31, 2012.
- Probable schedule is May 15, 2014 for Council action.

D. Commenced Development Agreement discussions on January 20, 2010 – basic outline for discussion attached.
- Completed two previous traffic studies.
- September 29, 2011 meeting with utilities – October 10, 2011 recap.

E. Revised traffic study dated March 2011 submitted with acknowledgement and acceptance of recommendations.

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental
312 South Harbor City Boulevard, Suite #4, Melbourne, FL 32901
(321) 725-3674 ~ Fax (321) 723-1159
Toll Free ~ 1-800-523-4BSE (4273)
info@bseconsult.com

F. Updated plan: February 4, 2013.

G. Growth Management meets with police/fire; no sites desired at Rolling Meadow Lakes.

H. Growth Management and BSE meeting with Utility Department Staff: May 2, 2013.

- **Sewer** will be to Babcock Street. We included this as an alternate some time ago. That design is conceptually complete but will need to be finalized. The City will not be constructing the sewer plant north of us for some time. The City currently has incoming flow of 3 MGD with current capacity of 5.2 MGD expandable to 6 MGD at the Troutman Plant. The City said they would re-direct flow sometime in the future.
- **Water** is currently available at the southeast edge of the green area on the attached City Water Master Plan labeled as I-12 / I-17. Segment #8 and #15 must be constructed to reach the north end of Rolling Meadow Lakes. Segment #8 is a 24" line and #15 is a 16" line which would run through our project, Lowry Street to the Parkway. The Parkway line is not shown on this map; however, the City said it is to be a 12" interconnection between our Lowry Street and a 16" line that is to run south on Babcock Street. The City has the 24" and 16" lines to San Filippo permitted and designed. We would need to design and permit from there south.
- **Reuse** – After much discussion, Utility Staff once again understand we will not have reuse and it will be in the Agreement.
- **Equivalent Residential Connections** – The City has recently downside water and sewer demand from:
  - Water from 275 GPD to 225 GPD
  - Sewer from 220 GPD to 210 GPD

  This decreases line sizes and we will need to take this into account when adjusting project potable water and sanitary sewer (lift station/force main) sizes as it will potentially reduce our proportionate share of water lines and may decrease Rolling Meadow Lakes' direct cost for sanitary sewer pump stations and force mains.

I. Public works meeting recap from Elia Twigg dated June 4, 2013 is attached.

J. Melbourne-Tillman permits (15 years for utility installation).

- Obtained for Rolling Meadow Lakes and the City for utility installation.
- For Lowry crossing -- information generated, reviewed and approved – permit not issued -- mid-2011.

K. St. Johns permit issued October 14, 2008; Extended to October 14, 2018.

L. Development Agreement is ± 95% complete.

M. Proceed with Preliminary and Final PUD along with the Development Agreement; Target summer Council 2014 meeting.

Should you have any questions, feel free to contact me.

Very truly yours,

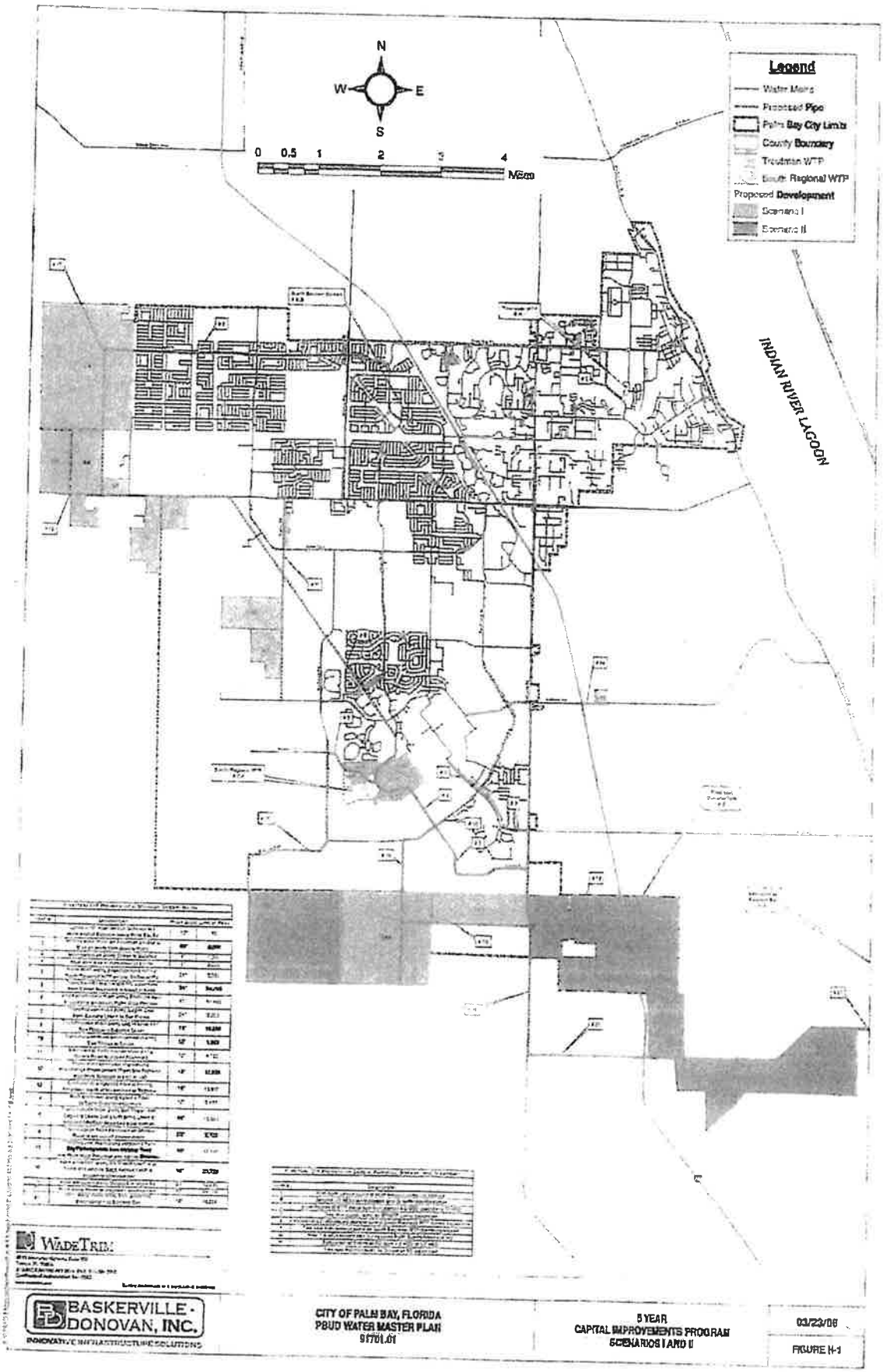
Scott M. Glaubitz P.E. P.L.S.

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.

SMG/jab
87020.02.city.corr.14-s2882.apr

cc: Andy Machata, Rolling Meadow Ranch, Inc.

Enclosures: City of Palm Bay Water Master Plan
Public Works meeting recap from Elia Twigg dated 6/4/13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Miles
Legend
Water Mains
Proposed Pipe
Palm Bay City Limits
County Boundary
Treatment WTP
South Regional WTP
Proposed Development
Scenario I
Scenario II
INDIAN RIVER LAGOON
WADETRIM
BASKERVILLE-DONOVAN, INC.
INNOVATIVE INFRASTRUCTURE SOLUTIONS
CITY OF PALM BAY, FLORIDA
PBUD WATER MASTER PLAN
91701.01
5 YEAR
CAPITAL IMPROVEMENTS PROGRAM
SCENARIOS I AND II
03/23/06
FIGURE H-1

WATER

Julie Bernal

From: Scott Glaubitz
Sent: Tuesday, June 04, 2013 8:44 AM
To: Elia Twigg; Mike McCabe; Dave Watkins
Cc: Julie Bernal
Subject: RE: 13-06-03/M - Rolling Meadow PUD

Thank you. I got behind this morning and will not forward the water management stuff to you untll Thursday.....

Scott M. Glaubitz, P.E., P.L.S.
President
B.S.E. Consultants, Inc.
312 S Harbor City Blvd.,
Melbourne, FL 32901
Phone: 321-725-3674
Fax: 321-723-1159
Cell: 321-403-1436

From: Elia Twigg [mailto:twigge@palmbayflorida.org]
Sent: Tuesday, June 04, 2013 8:38 AM
To: Scott Glaubitz; Mike McCabe; Dave Watkins
Subject: 13-06-03/M - Rolling Meadow PUD

Hey all
Below are my notes from our meeting regarding Rolling Meadow PUD. Please review and let me know if there are any changes or additions.
Thanks
Elia

13-06-03/M - Rolling Meadow PUD

Monday, June 03, 2013
2:58 PM

3:00pm
Public Works Conf Room

Attendees:
Mike McCabe
Scott Glaubitz
Elia Twigg
Dave Watkins

Lowry

- New road in development Intended for public road- link for parkway and san filippo
- Past discussion (transportation Impact Fee-TIF) was to improve Lowry up to San Filippo and Turn lanes at San filippo were considered
  - City Already reconstructed Lowry. Large culverts at MTWCD canal crossing will be replaced with box culvert. Bids due Tues and projected to go to council on 6/20
- Rolling Meadows development will have to do the turn lanes at San Filippo since that was not part of the improvements on Lowry. And will Connect at the south part of Lowry into development
- Fare share (TIF) may be put in elsewhere since it was supposed to go to Lowry
  - Possibly Valkaria/Babcock or other locations of Babcock
  - San filippo/Cogan - possible turn lanes
  - Traffic study will help identify required improvements

- Bridges will be proposed on the New Lowry - what is something we would consider? Developer wanted decorative bridges

Development

- Developer ready to move forward.
- Met with Utilities and PUD will not have Reuse
- Sewer will tie into forcemain
- Plan to bring water into the site
- PW - Consider putting in the WM, Ductile Iron cost at Lowry crossing
  - Mike to send the drawing sheet for the pipe to Scott
- Prelim PUD expired
- Will need to look at Prelim PUD. Construction plans were almost final plans, but looking for submitting Prelim PUD and Final PUD right after one another
- Development agreement needed.

Drainage

- SJRWMD permit issued already
  - Just west of Deer Run discharge
  - Proposing a block in Sotille canal to keep water from going east and will push it west to the SJ River
- All the flow from the project goes west
- Scott to send permit and Stormwater calcs for PW review
- Ditch on the east side
  - Natural flow does not go into this canal from property east of canal.
  - Canal is on Andy's property
  - BSE did a survey report to show that the canal is on Andy's Property.
  - On north end, canal is over bank like 3-4 feet

Next Step/Action

- Mike - send Scott the Box culvert plan for Lowry (DONE)
  - Scott to look at plan and send the size/location for the proposed watermain and estimated cost
- Scott to send stormwater calcs to Mike McCabe and can cc Elia
- Dave to get PW traffic study to see what improvements were needed to apply transportation impact fee money

Created with Microsoft OneNote 2010
One place for all your notes and information

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Promoting a Green Palm Bay - Please consider the environment before printing this e-mail

Rolling Meadows Ranch Engineering, Design, Survey & Permitting Fees

DATE:	INV #	DESCRIPTION	AMOUNT DEDICATED TO ENGINEERING/PERMITTING
2/18/2005	2956643	Jan 1 , 2005- Jan 31, 2005	$825.50
3/11/2005	2956703	Feb 1, 2005 - Feb 28, 2005	$736.25
4/8/2005	2956823	March 1, 2005 - March 31, 2005	$900.00
5/15/2005	2956886	April 1, 2005 - April 30, 2005	$8,470.00
6/13/2005	2957024	May 1, 2005 - May 31, 2005	$8,540.75
7/25/2005	2957093	June 1, 2005 - June 30, 2005	$3,855.00
8/12/2005	2957155	July 1, 2005 - July 31, 2005	$3,155.00
8/12/2005	"	Permitting Fees	$220.00
9/16/2005	2957410	Aug 1, 2005 - Aug 31, 2005	$2,724.25
10/10/2005	2957546	Sept 1, 2005 - Sept 30, 2005	$3,542.50
10/10/2005	"	Aerial Mapping	$9,075.00
11/7/2005	2957614	Oct 1, 2005 - Oct 31, 2005	$2,743.75
12/2/2005	12073122	Nov 1, 2005 - Nov 30, 2005	$5,844.25
12/12/2005	12073123	Nov 1, 2005 - Nov 30, 2005	$435.00
1/12/2006	2957937	Dec 1, 2005 - Dec 31, 2005	$7,033.75
2/10/2006	2958138	Jan 1, 2006 - Jan 31, 2006	$2,480.00
3/10/2006	2958274	Feb 1, 2006 - Feb 28, 2006	$1,859.00
4/12/2006	2958399	March 1, 2006 - March 31, 2006	$3,017.75
5/16/2006	2958561	April 1, 2006 - April 30, 2006	$3,103.75
6/14/2006	2958743	May 1, 2006 - May 31, 2006	$4,920.75
6/14/2006	"	Sub Consultant Fee	$275,000.00
7/3/2006	29558812	June 1, 2006 - June 30, 2006	$4,089.75
7/3/2006	"	Permitting Fees	$210,000.00
8/8/2006	2958916	July 1, 2006 - July 31, 2006	$679.25
9/15/2006	2959007	Aug 1, 2006 - Aug 31, 2006	$837.50
10/2/2006	2959159	Sept 1, 2006 - Sept 30, 2006	$4,478.50
11/13/2006	2959281	Oct. 1, 2006 - Oct. 31, 2006	$4,605.00
2/13/2007	2959639	Nov 1, 2006 - Jan. 31, 2007	$28,622.00
4/5/2007	2959794	Feb 1, 2007 - Feb 28, 2007	$25,678.75
4/17/2007	2959869	March 1, 2007 - March 31, 2007	$10,116.00
5/27/2007	2960006	April 1, 2007 - April 30, 2007	$32,286.50
6/12/2007	2960069	May 1, 2007 - May 31, 2007	$8,633.25
7/11/2007	2960169	June 1, 2007 - June 30, 2007	$10,392.50
8/22/2007	2960307	July 1, 2007 - July 31, 2007	$6,601.25
9/14/2007	2960403	Aug 1, 2007 - Aug 31, 2007	$5,665.00
10/10/2007	2960533	Sept 1, 2007 - Sept 30, 2007	$7,516.25
11/13/2007	2960639	Oct. 1, 2007 - Oct. 31, 2007	$11,200.00
12/10/2007	2960774	Nov 1,2007 - Nov 30,2007	$8,377.50

COVER LETTER EXHIBIT 13

1/10/2008	2960878	Dec 1, 2007 - Dec 31, 2007	$5,828.75
2/13/2008	2960972	Jan 1, 2008 - Jan 31, 2008	$7,752.50
3/18/2008	2961081	Feb 1, 2008 - Feb 29, 2008	$9,843.75
4/10/2008	2961199	March 1, 2008 - March 31, 2008	$10,498.75
5/15/2008	2961277	April 1, 2008 - April 30, 2008	$15,982.50
6/17/2008	2961370	May 1, 2008 - May 31, 2008	$10,801.50
7/17/2008	2961449	June 1, 2008 - June 30, 2008	$10,457.50
8/11/2008	2961589	July 1, 2008 - July 31, 2008	$16,157.50
9/11/2008	2961628	Aug 1, 2008 - Aug 31, 2008	$21,611.25
10/10/2008	2961760	Sept 1, 2008 - Sept 30, 2008	$22,721.25
11/18/2008	2961870	Oct 1, 2008 - Oct 31, 2008	$13,903.75
12/10/2008	2961905	Nov 1, 2008 - Nov 30, 2008	$14,136.25
2/18/2009	2962087	Jan 1, 2009 - Jan 31, 2009	$1,201.25
5/12/2009	2962332	April 1, 2009 - April 30, 2009	$1,495.00
6/12/2009	2962466	May 1, 2009 - May 31,2009	$1,682.50
7/16/2009	2962553	June 1, 2009 - June 30, 2009	$1,667.50
8/19/2009	2962631	Aug 18, 2009 - Aug 19, 2009	$735.00
9/11/2009	2962671	Aug 1, 2009 - Aug 31, 2009	$3,573.75
10/9/2009	2962743	Sept 1, 2009 - Sept 30, 2009	$3,813.75
11/17/2009	2962829	Oct 1, 2009 - Oct 30, 2009	$17,875.00
12/24/2009	2962914	Nov 1, 2009 - Nov 30, 2009	$8,213.75
2/19/2010	169	Jan of 2010	$12,478.75
2/19/2010	2962977	Nov 1, 2009 - Dec 31, 2009	$20,006.25
3/8/2010	243	Feb of 2010	$5,445.00
4/8/2010	321	March of 2010	$3,833.75
5/6/2010	388	April of 2010	$510.00
6/7/2010	525	May of 2010	$797.50
7/8/2010	663	June of 2010	$1,825.44
8/3/2010	733	July of 2010	$2,827.50
9/2/2010	856	Aug of 2010	$8,762.50
10/8/2010	977	Septermber of 2010	$4,715.00
11/8/2010	1070	Oct 1, 2010 - Oct 31, 2010	$150.00
Total			**$989,565.69**

ORDINANCE NO. 2006-92

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP, BY AMENDING FUTURE LAND USE MAP SERIES NO. 12; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on January 5, 2005, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on January 20, 2005, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Community Affairs for review and comment, and

WHEREAS, the Florida Department of Community Affairs submitted an Objections, Recommendations and Comments Report regarding this amendment, and

WHEREAS, the City Council of the City of Palm Bay has considered the Objections, Recommendations and Comments provided and has addressed all objections, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on an amendment to the Comprehensive Plan on August 15, 2006, after public notice, and

WHEREAS, the City Council of the City of Palm Bay desires to adopt said amendment to the Comprehensive Plan of the City of Palm Bay.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the change in land use of property from Residential Use (Brevard County) to Single Family Residential Use, which property is legally described on Exhibit 'A' attached.

SECTION 2. The Future Land Use Map Series Map No. 12 is hereby changed to reflect this amendment.

SECTION 3. All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan. Specifically:

a) Maximum density permitted shall be 2 units per gross acre;

b) Development of the project must provide connections to the road network north of the property. Specific connections shall be identified during plan approval;

c) Development of the project must provide for the Palm Bay Parkway right-of-way and construction as needed for the phase of development proposed;

d) A traffic study is required prior to development to determine specific needs to the surrounding road network with development to be conditioned on identified improvements being constructed concurrently with development;

e) The project must file Future Land Use Map amendments to ensure a functional mix of uses to include commercial, public uses, semipublic uses and recreational uses. Density is capped at the current 0.4 units per acres until such land use amendments are submitted.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 5. The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs or Administrative Commission finding the amendment in compliance in accordance with Section 163.3184(1)(b), Florida Statutes, whichever is applicable.

Read in title only and duly enacted at Meeting No. 2006-22, held on August 15, 2006.

John J. Mazziotti, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

*Only one reading required per Florida Statutes, Chapter 163, Section 163.3184(15).

Applicant: Willowbrook Coal Company
Case No.: CP-1-2005

cc: 08-16-06 D. Watkins, Growth Management
C. Spafford, Building
J. Yarborough, Utilities
Applicant
Case File

EXHIBIT "A"

Being a parcel of land located in the Ammoniate Product Corporation's Subdivision of Unsurveyed Township 30S, Range 36E, according to the plat thereof as recorded in Plat Book 5, Page 11, Public Records of Brevard County, Florida, and being more particularly described as follows:

Those portions of Lots 118 through 122, 218 through 222, 318 through 322, 418 through 422, 518 through 522, 618 through 622, and the easterly portions of Lots 117, 217, 317, 417, 517, and 617, being more particularly described as follows:

Commence at the northwest corner of Township 30S, Range 36E, Brevard County, Florida, also being the northwest corner of the aforesaid Ammoniate Products Corporation's Subdivision of Unsurveyed Township 30S, Range 36E; thence N 89°53'53" E, along the north line of said Township 30S, also being the north line of the aforesaid Ammoniate Products Corporation's Subdivision, a distance of 23834.07 feet to the northeast corner of those lands described in Official Records Book 3821, Page 3059, Public Records of Brevard County, Florida, and the Point of Beginning; thence continuing along said north line, N 89°53'53" E, a distance of 7953.78 feet to the northeast corner of said Ammoniate Products Corporation's Subdivision; thence departing said north line and along the east line of said Ammoniate Products Corporation's Subdivision, S 00°51'04" W, a distance of 7747.66 feet to the southerly top of bank of a canal; thence departing said east line and along the southerly top of bank of a canal, N 89°04'04" W, a distance of 7971.17 feet to the east line of those lands described in Official Records Book 3821, Page 3059, said Public Records; thence departing said southerly top of bank of a canal, and along the east line of those lands described in Official Records Book 3821, Page 3059, said Public Records, N 00°59'25" E, a distance of 7604.12 feet more or less to the Point of Beginning; containing 1,402.99 acres, more or less.

EXHIBIT 11 TO RESOLUTION

Covenant Not to Sue

This Agreement is made this 7 day of December, 2021 by and between Rolling Meadow Ranch, Inc., a Florida Corporation (Rolling Meadow), James Satori, d/b/a Willowbrook Farms (Willowbrook) (sometimes referred to jointly as the "Owners") and Brevard County, FL, a political subdivision of the State of Florida (County), sometimes collectively referred to as "the Parties."

For value received, the Parties agree as follows:

The Owners acknowledge that third-parties or other state, district or local governmental agencies may attempt to take actions, including filing of a lawsuit, seeking to invalidate Brevard County Commission Resolution 2021-___ under which the County recognizes and applies the legislatively prescribed vested rights granted to the Owners under Chapter 2019-176, Laws of Florida. Should such an action or lawsuit be pursued, the County consents to the intervention of the Owners or their successors in such a lawsuit.

So long an action or actions of the County are not the proximate cause of damages to or diminution in value of the Properties or the proximate cause of damages to the Owners of the Property, if any action or lawsuit seeks or results in an administrative order, directive, notice of violation or judicial decree that would or does cause the loss or diminishment in value of the Properties due to the modification or denial of any vested rights granted to the Owners of the Properties under Chapter 2019-176, Laws of Florida, the Owners covenant not to sue Brevard County, Florida, its officers, employees, representatives, agents and assigns for any such claim for statutory or other damages, whether arising under the Bert J. Harris Act, or any other civil cause of action for damages that the Owners may pursue. The County agrees that the Owners shall defend any such suit or action against the County with the attorneys of the Owners' choice at the Owners' expense, and the county shall cooperate in such defense in good faith.

This Covenant Not to Sue shall be binding on the Owners and any successor in interest or assign of the Owners.

Done and Agreed this 7 day of December, 2021.

Rolling Meadow Ranch Inc.

By: _____
Andrew Machata, President

James Sartori, d/b/a Willowbrook Farms

By: _____
James Sartori

Brevard County

By: _____
Kristine Zonka, Chair

(As approved by the Board of County Commissioners on December 7, 2021)

Attest:

_____
Jason Arthur, Chief Deputy