



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.3.

5/17/2022

Subject:

Development Agreement - Cedar Lakes, LLC (District 1)

Fiscal Impact:

None

Dept/Office:

Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners hold the second of two public hearing to approve and authorize the Chair to execute a development agreement with SCS Cedar Lakes, LLC ("the Developer").

Summary Explanation and Background:

The subject parcel of land lying in Section 19, Township 23 South, Range 36 East, Brevard County, Florida.

The Developer has submitted a site plan submittal for County approval for the above-mentioned property. The Developer is requesting the site plan to be approved of the overall 144 units in one phase. Part of the site plan review conducted by the Utility Services Department is to review available remaining treatment plant capacity. In this case, the sewer service would be provided by this Department and served by the Port St John Wastewater Treatment Plant.

The current and allocated flow to the Port St John Wastewater Treatment Plant is 86% of its capacity. As a result, per Ordinance 62-602 - Concurrency evaluation procedure (f)(6)(a)(2), "Sewer. The appropriate sewer facilities are operating or committed at a level equal to or less than 85 percent of the existing plant capacity as determined by the service provider or appropriate authority."

Since there is less than 15% remaining capacity available, the maximum allocation of treatment capacity at a Department level, that can be allowed is 25% of the remaining capacity. Please reference Ordinance 62-602 (f)(6)(b) - Maximum capacity allotment.

The Developer is requesting permission to develop this site in one phase. The Developer and the Utility Services Department have agreed upon a Developer Agreement with terms and payment conditions specified in the agreement (see attachment) to allow their request.

Clerk to the Board Instructions:

E-mail Clerk memo to rose.lyons@brevardfl.org <<mailto:rose.lyons@brevardfl.org>> and mail original to Utility Services Department.



May 18, 2022

MEMORANDUM

TO: Edward Fontanin, Utility Services Director Attn: Rose Lyons

RE: Item H.3., Development Agreement – SGS Cedar Lakes, LLC

The Board of County Commissioners, in regular session on May 17, 2022, conducted the second of two public hearings; and executed and approved the Development Agreement with SCS Cedar Lakes, LLC. Enclosed is the fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

/pp

Encl. (1)



DEVELOPMENT AGREEMENT

This Development Agreement is made by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as "County"), and **SGS Cedar Lakes, LLC**, (hereinafter referred to as "Developer"), a limited liability company that is registered to do business in the State of Florida (hereinafter collectively referred to as the "Parties").

WHEREAS, SGS Cedar Lakes, LLC is the legal and equitable owner of approximately 58.04 acres of property located in Brevard County, Florida, legally described in the attached **Exhibit "A"** (hereinafter the "Property"); and

WHEREAS, the Property is designated Residential 8 Directive and Community Commercial on the Future Land Use Map; and

WHEREAS, pursuant to the Binding Development Plan voluntarily entered into between the Developer and the County, dated July 6, 2021 and recorded in the Brevard County Public Records at Official Records Book 9183 and Page 695, the Property is zoned TR-1 (Single-Family Mobile Home) zoning and has the permitted development uses permitted on the land, population densities, building densities and height as provided under the Brevard County Code of Ordinances for TR-1 (Single Family Mobile Home) zoning; and

WHEREAS, the Developer intends to develop the Property as a manufactured home subdivision (hereinafter the "Project"); and

WHEREAS, pursuant to Chapter 125, Florida Statutes, Brevard County owns and operates wastewater facilities and sanitary sewage services; and

WHEREAS, the Property is located is within the boundaries of the County's Sewer Service Area for sanitary sewage services provided by the County; and

WHEREAS, pursuant to Section 62-602 of the Brevard County Code of Ordinances, the County has conducted a concurrency evaluation and has made a finding of nondeficiency; and

WHEREAS, pursuant to Section 62-602(f)(6)c. of the Brevard County Code of

Ordinances, the Project requires services or facility capacity in excess of the maximum capacity allotment; and

WHEREAS, pursuant to Section 62-602(f)(6)c. of the Brevard County Code of Ordinances, a project requiring services or facility capacity in excess of the maximum capacity allotment may enter into a development agreement with the County for these services; and

WHEREAS, this Development Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the County held two public hearings on May 3, 2022 and _____, 2022 prior to entering into this Development Agreement, both of which were properly noticed by publication in a newspaper of general circulation and readership in Brevard County and by mailed notices to the affected property owners in accordance with Section 163.3225(2) Florida Statutes; and

WHEREAS, the County finds that the Project is consistent with the Brevard County Comprehensive Plan and Land Development Regulations; and

NOW, THEREFORE, in consideration of the recitals, the mutual undertakings and agreements herein contained and for other good and valuable consideration the receipt and sufficiency are acknowledged by the parties, the Developer and the County hereby covenant and agree, as follows:

Article 1 – Recitals.

1.1 The above Recitals are true and correct and hereby incorporated herein and form a material part of this Development Agreement.

Article 2 – County’s Responsibilities

2.1 The County shall provide wastewater service to the Property from the Brevard County Port St. John Regional Waste Water Treatment Plant at a level of service of 28,800 gallons per day of wastewater capacity. In consideration for the same, the Developer shall pay capacity reservation fees, connection fees and shall pay for the annual base charges. The County shall submit to the Developer annually a bill for payment of the base charges.

Article 3 – Developer’s Responsibilities

3.1 Capacity Reservation Fee. Upon execution of this Development Agreement, the Developer shall pay to County the capacity reservation fee (“capacity reservation fee”) which shall include a one-time sewer application fee of \$100.00 for the requested 144 units at the rate set forth in the Countywide Rate Resolution/Schedule within sixty days of the execution of this Development Agreement. Every year thereafter, the Developer shall pay to County the annual capacity reservation fee for the requested 144 units at the rate set forth in the Countywide Rate Resolution/Schedule. Payment shall be made on or before the anniversary of the effective date of this Agreement. The annual Capacity Reservation Fee amount will be based on the number of units that have not received a Certificate of Occupancy. Credit for unused Capacity Reservation Fees shall be credited upon payment of the sewer connection charges based upon the number of full months remaining until the end of the one-year period for which the sewer capacity reservation fee was paid. The Developer shall be responsible to calculate and submit the annual payment for capacity reservation fees for each unit that has not received a Certificate of Occupancy, which will need to be verified and agreed upon by the County prior to Developer’s payment. If the Developer fails to make payment within sixty (60) days of the Anniversary date of the effective date of this Development Agreement, such failure shall be considered a default of this Development Agreement and may result in termination of this Development Agreement pursuant to Article 4 hereinbelow.

3.2 Base Charges. Upon the execution of this Agreement and for the remainder of the term of this Development Agreement, the County shall calculate the monthly base charges for each of the 144 units with such calculation being pursuant to the rate as provided for in the most current Brevard County Water and Wastewater Resolution and shall submit a bill of the outstanding charges to the Developer for payment. The Developer shall make payment to the County within sixty days of receipt of the bill. The base charge per unit shall cease upon the issuance of a Certificate of Occupancy. If the Developer fails to make payment in the timeframe provided, such failure shall be considered a default of this Development Agreement and may result in termination of this Development Agreement pursuant to Article 4 hereinbelow.

3.3 Connection Charges. Prior to the issuance of each Certificate of Occupancy, the Developer shall receive an approved sewer connection inspection by the Brevard County Utility Services Department for that unit and shall pay the Sewer Connection Charges (“connection charges”). Connection charges will be based at the rate set forth in the Countywide Rate Resolution.

3.4 Permitting and Compliance. Developer shall obtain all local

development permits required for the Project, including, but not limited to, a permit from the Florida Department of Environmental Protection if required, and shall be responsible for all costs of the construction of the wastewater system.

Article 4- Term; Termination

4.1 This Development Agreement shall remain in effect for 5 years from the effective date of this Development Agreement unless otherwise terminated as provided for in this Article.

4.2 If the Developer fails to perform any of its obligations under this Development Agreement, and if such default remains uncured for a period of more than thirty (30) days after notice thereof shall have been given in writing by the County to the Developer then the County may, without prejudice to any right or remedy the County may have, terminate this Development Agreement. Upon termination for default by the Developer of this Development Agreement, the County shall retain all previously paid base charges and capacity reservation fees.

4.3 Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties.

Article 5- Notice

5.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Development Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

If to the County: Brevard County Utility Department
Attn: Edward Fontanin
2725 Judge Fran Jamieson Way, Suite A-213
Viera, Florida 32940

If to the Developer: SGS Cedar Lakes, LLC
831 NE 20th Avenue
Fort Lauderdale, FL 33304

The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and any notices provided pursuant to this Section shall be effective upon receipt by the non-sending party. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

Article 6 - Assignment; Successors and Assigns; Governing Law; Venue; Severability; No Third-Party Beneficiary.

6.1 Neither the County nor the Developer shall assign their respective interest in this Development Agreement without the written consent of the other except as to the assignment of proceeds.

6.2 All terms of this Development Agreement shall be construed as covenants running with the land, and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the parties hereto, respectively.

6.3 This Development Agreement shall be governed by the Laws of the State of Florida.

6.4 Venue for any legal action brought by any party to this Development Agreement to interpret, construe or enforce this Development Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. In the event of any legal action to enforce the terms of this Development Agreement, each party shall bear its own attorney's fees and costs.

6.5 If any provision of this Development Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

6.6 This Development Agreement is exclusively for the benefit of the parties to this Development Agreement, and their respective successors and assigns, and is not for the benefit of nor shall it create any rights for third parties.

6.7 WAIVER OF RIGHTS TO TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS DEVELOPMENT AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS DEVELOPMENT AGREEMENT IN ANY WAY CONNECTED WITH OR RELATED OR

INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS DEVELOPMENT AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS DEVELOPMENT AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Article 7 - Authority; Time of the Essence and Remedies; Public Benefit.

7.1 Each of the parties hereto represent and warrant to the other that the execution of this Development Agreement has been duly authorized by the governing body, sole member, manager, board of managers, or board of directors, as applicable, of each of the parties, and that the person executing this Development Agreement on behalf of the parties have been duly authorized and empowered to do so.

7.2 Time is of the essence of this Development Agreement. Each of the parties hereto shall have all remedies available at law and in equity including the right to seek and obtain specific performance and/or injunctive relief.

7.3 This Development Agreement contains all conditions, terms, restrictions, or other requirements determined by the County to be necessary for the public benefit of the County.

Article 8 – Miscellaneous Provisions.

8.1 This Development Agreement and all the terms and provision contained herein constitute the full and complete agreement between the parties hereto and supersede and control over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

8.2 Failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing such permitting requirements, conditions, terms or restrictions.

8.3 The section headings and captions of this Development Agreement are for

convenience and reference of the Parties and in no way define, limit or describe the scope or intent of this Development Agreement or any part thereof.

8.4 This Development Agreement may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

8.5 This Development Agreement shall not be amended or revised unless in writing executed by both parties. However, at any time, with written notice to the County, the Developer may release any number of reservations from the 144 units, without incurring further capacity reservation fees or monthly base charges for the released units.

8.6 Pursuant to Section 62-605 of the Brevard County Code of Ordinances, this Development Agreement shall be recorded in the Public Records of Brevard County, Florida within 14 days of its approval or execution in order to put third parties on notice of the rights and obligations of the County and the Developer as set forth herein.

8.7 Within fifteen days after the County shall receive a written request from Developer, the County shall execute and deliver an estoppel certificate to the Developer, any actual or proposed mortgage lender, any proposed purchaser, or any other party designated by the Developer, certifying as to the status of this Development Agreement, any default of the Developer hereunder and any other reasonably pertinent information requested by Developer or other party requesting the estoppel certificate.

8.8 The "effective date" of this Development Agreement is the last date upon which both parties that are signatory hereto have executed this Development Agreement, as set forth below in their respective signature blocks.

[The remainder of this page left intentionally blank.]

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

Reviewed for Legal Form and Content

BREVARD COUNTY

Sash Brzezny
Assistant County Attorney

By: *[Signature]*
Kristine Zonka, Chair

As approved by the Board on: May 17, 2022

ATTEST:

[Signature]
Rachel Sadoff, Clerk
Date:

SGS CEDAR LAKES, LLC

Name: _____

By: _____

_____, President
Date: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2022, by _____, as _____ of SGS Cedar Lakes, LLC, on behalf of such entity. He/she is either personally known to me, or has produced a _____ driver's license as identification.

Printed Name: _____

NOTARY PUBLIC

State of _____ at Large

(Notarial Seal)

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND SECTION 24, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID ECTION 24; THENCE RUN S 89° 25' 06" W ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 FOR A DISTANCE OF 1181.48 FEET; THENCE RUN S 18° 50' 52" E FOR A DISTANCE OF 368.27 FEET TO THE SOUTH LINE OF OFFICIAL RECORDS BOOK 661, PAGE 1026, TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 00° 20' 03" E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR A DISTANCE OF 979.84 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 89° 58' 57" W 11, COWAN TRAILER PARK, AS DESCRIBED IN SURVEY BOOK 4, PAGE 53, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 00° 01' 12" E COWAN TAILOR PARK; THENCE RUN N 00° 01' 12" W ALONG SAID EAST LINE FOR A DISTANCE OF 150.10 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 89° 58' 57" W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR A DISTANCE OF 388.95 FEET TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 18° 51' 4" DISTANCE OF 388.95 FEET TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 18° 51' 46" BOOK 13, PAGES 126 THROUGH 130 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 74° 52' 07" E ALONG SAID SOUTH LINE FOR A DISTANCE OF 2055.37 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9211, PAGE 922 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 15° 00' 45" E ALONG SAID WEST LINE FOR A DISTANCE OF 571.46 FEET TO THE NORTH LINE OF THE PLAT OF CLEARVIEW TERRACE, AS RECORDED IN PLAT BOOK 12, PAGE 46 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 79° 54' 13" W ALONG SAID TERRACE, AS RECORDED IN PLAT BOOK 12, PAGE 46 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 79° 54' 13" W ALONG SAID NORTH LINE FOR A DISTANCE OF 642.31 FEET TO THE

NORTHWEST CORNER OF SAID PLAT OF CLEARVIEW TERRACE AND THE EAST
LINE OF THE NORTHEAST 1/4 OF SAILINE FOR A DISTANCE OF 642.31 FEET TO
THE NORTHWEST CORNER OF SAID PLAT OF CLEARVIEW TERRACE AND THE
EAST LINE OF THE NORTHEAST 1/4 OF SAID

58.034 ACRES, MORE OR LESS.

NOTICE OF INTENT

To consider approval of a Developer's Agreement providing for the County to provide wastewater service to SGS Cedar Lakes at a level of service of 28,800 gallons per day of wastewater capacity. In consideration for the same, the Developer shall pay capacity reservation fees, connection fees and shall pay for the annual base charges. The County shall submit to the Developer annually a bill for payment of the base charges. The proposed population density is to be on average 2.48 units per acres with a maximum height of 35 feet of a development of 144 total units.

The Board of County Commissioners of Brevard County, Florida has scheduled the 2nd public hearing to consider approval of a Developer's Agreement, as described below, between the County and SGS Cedar Lakes, LLC (hereinafter referred to as "Developer"). The first public hearing was held during the Board of County Commissioners meeting on Tuesday, May 3, 2022, beginning at 5:00 p.m. The second public hearing will be held during the Board of County Commissioners meeting on Tuesday, May 17, 2022, beginning at 9:00 a.m. These meetings will be held in the Commission Room on the First Floor of Building C, Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida. Interested parties may appear at the meeting and be heard with respect to the proposed Agreement. The terms and conditions of the Agreement are subject to change during the course of the public hearing process.

The Developer's Agreement requires:

Upon execution of this Development Agreement, the Developer shall pay to County the capacity reservation fee ("capacity reservation fee") which shall include a one-time sewer application fee of \$100.00 for the requested 144 units at the rate set forth in the Countywide Rate Resolution/Schedule within sixty days of the execution of this Development Agreement. Every year thereafter, the Developer shall pay to County the annual capacity reservation fee for the requested 144 units at the rate set forth in the Countywide Rate Resolution/Schedule. Payment shall be made on or before the anniversary of the effective date of this Agreement. The annual Capacity Reservation Fee amount will be based on the number of units that have not received a Certificate of Occupancy. Credit for unused Capacity Reservation Fees shall be credited upon payment of the sewer connection charges based upon the number of full months remaining until the end of the one-year period for which the sewer capacity reservation fee was paid. The Developer shall be responsible to calculate and submit the annual payment for capacity reservation fees for each unit that has not received a Certificate of Occupancy, which will need to be verified and agreed upon by the County prior to Developer's payment. If the Developer fails to make payment within sixty (60) days of the Anniversary date of the effective date of this Development Agreement, such failure shall be considered a default of this Development Agreement and may result in termination of this Development Agreement.

Upon the execution of this Agreement and for the remainder of the term of this Development Agreement, the County shall calculate the monthly base charges for each of the 144 units with such calculation being pursuant to the rate as provided for in the most current Brevard County Water and Wastewater Resolution and shall submit a bill of the outstanding charges to the Developer for payment. The Developer shall make payment to the County within sixty days of receipt of the bill. The base charge per unit shall cease upon the issuance of a Certificate of Occupancy. If the Developer fails to make payment in the timeframe provided, such failure shall be considered a default of this Development Agreement and may result in termination of this Development Agreement.

Prior to the issuance of each Certificate of Occupancy, the Developer shall receive an approved sewer connection inspection by the Brevard County Utility Services Department for that unit and shall pay the Sewer Connection Charges ("connection charges"). Connection charges will be based at the rate set forth in the Countywide Rate Resolution.

Developer shall obtain all local development permits required for the Project, including, but not limited to, a permit from the Florida Department of Environmental Protection if required, and shall be responsible for all costs of the construction of the wastewater system.

The following property will be subject to the Developer's Agreement:

PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 23 SOUTH, RANGE 36 EAST AND SECTION 24, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 89° 25' 06" W ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 FOR A DISTANCE OF 1181.48 FEET; THENCE RUN S 18° 50' 52" E FOR A DISTANCE OF 368.27 FEET TO THE SOUTH LINE OF OFFICIAL RECORDS BOOK 661, PAGE 1026, TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 00° 20' 03" E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR A DISTANCE OF 979.84 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 89° 58' 57" W 11, COWAN TRAILER PARK, AS DESCRIBED IN SURVEY BOOK 4, PAGE 53, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 00° 01' 12" E COWAN TAILOR PARK; THENCE RUN N 00° 01' 12" W ALONG SAID EAST LINE FOR A DISTANCE OF 150.10 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN S 89° 58' 57" W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 FOR A DISTANCE OF 388.95 FEET TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 18° 51' 4 DISTANCE OF 388.95 FEET TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 18° 51' 46" BOOK 13, PAGES 126 THROUGH 130 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

THENCE RUN N 74° 52' 07" E ALONG SAID SOUTH LINE FOR A DISTANCE OF 2055.37 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9211, PAGE 922 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 15° 00' 45" E ALONG SAID WEST LINE FOR A DISTANCE OF 571.46 FEET TO THE NORTH LINE OF THE PLAT OF CLEARVIEW TERRACE, AS RECORDED IN PLAT BOOK 12, PAGE 46 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 79° 54' 13" W ALONG SAID TERRACE, AS RECORDED IN PLAT BOOK 12, PAGE 46 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 79° 54' 13" W ALONG SAID NORTH LINE FOR A DISTANCE OF 642.31 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF CLEARVIEW TERRACE AND THE EAST LINE OF THE NORTHEAST 1/4 OF SAILINE FOR A DISTANCE OF 642.31 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF CLEARVIEW TERRACE AND THE EAST LINE OF THE NORTHEAST 1/4 OF SAID 58.034 ACRES, MORE OR LESS.

Copies of this proposed Developer's Agreement can be viewed at the Brevard County Utility Services Department Office, 2725 Judge Fran Jamieson Way, Suite A213, Viera, Florida 32940. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her own expense, which record includes testimony and evidence upon which any such appeal is to be based.

For additional information contact: Edward Fontanin, PE, Director, Brevard County Utility Services Department, 2725 Judge Fran Jamieson Way, Suite A213, Viera, FL 32940, (321) 633-2091.