



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.2.

2/4/2021

Subject:

Brevard Tower Communications, Inc., requests Adoption of the 2020-2.1 Large Scale Plan Amendment to change the Future Land Use designation from RES 2 and NC to CC. (20PZ00072) (District 5)

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

It is requested that the Board of County Commissioners conduct a public hearing to consider adoption of the 2020-2.1 Large Scale Comprehensive Plan Amendment initiated by Brevard Tower Communications to amend Part XI, the Future Land Use Element to change the Future Land Use Map Series designation from RES 2 (Residential 2) and NC (Neighborhood Commercial) to CC (Community Commercial).

Summary Explanation and Background:

Brevard County Code Section 62-502(b)(3) establishes a twice a year application deadline for Large Scale Comprehensive Plan Amendments, for changes of more than 10 acres. Large scale amendments entail a two-step public hearing process, as outlined in Chapter 163, F.S.

The applicant has submitted a companion rezoning application proposing a change from GU (General Use) to BU-2 (Retail, Warehousing, and Wholesale Commercial), and removal of a CUP (Conditional Use Permit) for Tower and Antenna. The applicant as provided a proposed BDP as acknowledged during the November 5, 2020 Transmittal hearing.

The first public hearing cycle, with the October 19, 2020, Local Planning Agency, and November 5, 2020, Board of County Commissioners meeting completed the necessary public hearings for Transmittal of this amendment to the Florida Department of Economic Opportunity, along with other local, regional, and state reviewing agencies. Florida Fish and Wildlife Commission, St. Johns River Water Management District, and Florida Department of Transportation have all submitted letters of no comment, which have been included in the Board's package.

Specific to this request, the applicant is seeking a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation from RES 2 and NC to CC on a 17.5 acre parcel of land for the purpose of developing a recreational vehicle (RV) and boat storage facility.

The subject property is located approximately 1,200 feet west of the northwest corner of Norfolk Parkway and Minton Road. The southern portion of the two parcels has two buildings, while the remainder of the property has no improvements. In the late 1980's the property was utilized as a landfill. In 1991, the County and the property owner entered into a Settlement Agreement which outlined the closure. The property currently has a Future Land Use designation of RES 2 and NC since the original Comprehensive Plan's adoption in 1988.

The proposed CC Future Land Use designation is being sought in an area where the two parcels abut the City of West Melbourne on a portion of the east and all of the south and west. To the north, within Brevard County, is an existing single-family residence and an abutting parcel with a communication tower with Future Land Use designations of RES 2. There is vacant property to the east with Brevard County FLU designations of RES 2 and NC. The parcel also abuts vacant land within the City of West Melbourne to the east. To the south, across Norfolk Parkway, there is vacant property within the City of West Melbourne. To the west is a stormwater pond for Sawgrass Lakes Community Association Inc. located within the City of West Melbourne.

The Board may wish to consider whether the request is compatible with existing land uses of the surrounding area. In addition, the Board may also wish to consider Policy 2.8A and Policy 2.8C of the Comprehensive Plan which contains criteria to guide the location and size of the Community Commercial Future Land Use designation.

On January 11, 2021, the Local Planning Agency heard the request and voted 4:2 to recommend approval.

Clerk to the Board Instructions:

Once resolution is received, please execute and return to Planning and Development.

ADMINISTRATIVE POLICIES OF THE FUTURE LAND USE ELEMENT

Administrative Policies in the Future Land Use Element establish the expertise of staff with regard to zoning land use issues and set forth criteria when considering a rezoning action or request for Conditional Use Permit, as follows:

Administrative Policy 1

The Brevard County zoning official, planners and the director of the Planning and Development staff, however designated, are recognized as expert witnesses for the purposes of Comprehensive Plan amendments as well as zoning, conditional use, special exception, and variance applications.

Administrative Policy 2

Upon Board request, members of the Brevard County Planning and Development staff shall be required to present written analysis and a recommendation, which shall constitute an expert opinion, on all applications for development approval that come before the Board of County Commissioners for quasi-judicial review and action. The Board may table an item if additional time is required to obtain the analysis requested or to hire an expert witness if the Board deems such action appropriate. Staff input may include the following:

Criteria:

- A. Staff shall analyze an application for consistency or compliance with comprehensive plan policies, zoning approval criteria and other applicable written standards.
- B. Staff shall conduct site visits of property which are the subject of analysis and recommendation. As part of the site visit, the staff shall take a videotape or photographs where helpful to the analysis and conduct an inventory of surrounding existing uses. Aerial photographs shall also be used where they would aid in an understanding of the issues of the case.
- C. In cases where staff analysis is required, both the applicant and the staff shall present proposed findings of fact for consideration by the Board.
- D. For re-zoning applications where a specific use has not been proposed, the worst case adverse impacts of potential uses available under the applicable land use classification shall be evaluated by the staff.

Administrative Policy 3

Compatibility with existing or proposed land uses shall be a factor in determining where a rezoning or any application involving a specific proposed use is being considered. Compatibility shall be evaluated by considering the following factors, at a minimum:

Criteria:

- A. Whether the proposed use(s) would have hours of operation, lighting, odor, noise levels, traffic, or site activity that would significantly diminish the enjoyment of, safety or quality of life in existing neighborhoods within the area which could foreseeably be affected by the proposed use.
- B. Whether the proposed use(s) would cause a material reduction (five percent or more) in the value of existing abutting lands or approved development.
- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through analysis of:

1. historical land use patterns;
 2. actual development over the immediately preceding three years; and
 3. development approved within the past three years but not yet constructed.
- D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.

Administrative Policy 4

Character of a neighborhood or area shall be a factor for consideration whenever a rezoning or any application involving a specific proposed use is reviewed. The character of the area must not be materially or adversely affected by the proposed rezoning or land use application. In evaluating the character of an area, the following factors shall be considered:

Criteria:

- A. The proposed use must not materially and adversely impact an established residential neighborhood by introducing types of intensity of traffic (including but not limited to volume, time of day of traffic activity, type of vehicles, et cetera), parking, trip generation, commercial activity or industrial activity that is not already present within the identified boundaries of the neighborhood.
- B. In determining whether an established residential neighborhood exists, the following factors must be present:
 1. The area must have clearly established boundaries, such as roads, open spaces, rivers, lakes, lagoons, or similar features.
 2. Sporadic or occasional neighborhood commercial uses shall not preclude the existence of an existing residential neighborhood, particularly if the commercial use is non-conforming or pre-dates the surrounding residential use.
 3. An area shall be presumed not to be primarily residential but shall be deemed transitional where multiple commercial, industrial or other non-residential uses have been applied for and approved during the previous five (5) years.

Administrative Policy 5

In addition to the factors specified in Administrative Policies 2, 3, and 4, in reviewing a rezoning, conditional use permit or other application for development approval, the impact of the proposed use or uses on transportation facilities either serving the site or impacted by the use(s) shall be considered. In evaluating whether substantial and adverse transportation impacts are likely to result if an application is approved, the staff shall consider the following criteria:

Criteria:

- A. Whether adopted levels of services will be compromised;
- B. Whether the physical quality of the existing road system that will serve the proposed use(s) is sufficient to support the use(s) without significant deterioration;

- C. Whether the surrounding existing road system is of sufficient width and construction quality to serve the proposed use(s) without the need for substantial public improvements;
- D. Whether the surrounding existing road system is of such width and construction quality that the proposed use(s) would realistically pose a potential for material danger to public safety in the surrounding area;
- E. Whether the proposed use(s) would be likely to result in such a material and adverse change in traffic capacity of a road or roads in the surrounding area such that either design capacities would be significantly exceeded or a de facto change in functional classification would result;
- F. Whether the proposed use(s) would cause such material and adverse changes in the types of traffic that would be generated on the surrounding road system, that physical deterioration of the surrounding road system would be likely;
- G. Whether projected traffic impacts of the proposed use(s) would materially and adversely impact the safety or welfare of residents in existing residential neighborhoods.

Administrative Policy 6

The use(s) proposed under the rezoning, conditional use or other application for development approval must be consistent with, (a), all written land development policies set forth in these administrative policies; and (b), the future land use element, coastal management element, conservation element, potable water element, sanitary sewer element, solid waste management element, capital improvements element, recreation and open space element, surface water element, and transportation elements of the comprehensive plan.

Administrative Policy 7

Proposed use(s) shall not cause or substantially aggravate any, (a), substantial drainage problem on surrounding properties; or (b), significant, adverse and unmitigatable impact on significant natural wetlands, water bodies or habitat for listed species.

Administrative Policy 8

These policies, the staff analysis based upon these policies, and the applicant's written analysis, if any, shall be incorporated into the record of every quasi-judicial review application for development approval presented to the Board including rezoning, conditional use permits, and vested rights determinations.

Section 62-1151(c) of the Code of Ordinances of Brevard County directs, "The planning and zoning board shall recommend to the board of county commissioners the denial or approval of each application for amendment to the official zoning maps based upon a consideration of the following factors:

- (1) The character of the land use of the property surrounding the property being considered.
- (2) The change in conditions of the land use of the property being considered and the surrounding property since the establishment of the current applicable zoning classification, special use or conditional use.

- (3) The impact of the proposed zoning classification or conditional use on available and projected traffic patterns, water and sewer systems, other public facilities and utilities and the established character of the surrounding property.
- (4) The compatibility of the proposed zoning classification or conditional use with existing land use plans for the affected area.
- (5) The appropriateness of the proposed zoning classification or conditional use based upon a consideration of the applicable provisions and conditions contained in this article and other applicable laws, ordinances and regulations relating to zoning and land use regulations and based upon a consideration of the public health, safety and welfare.

The minutes of the planning and zoning board shall specify the reasons for the recommendation of approval or denial of each application."

CONDITIONAL USE PERMITS (CUPs)

In addition to the specific requirements for each Conditional Use Permit (CUP), Section 62-1901 provides that the following approval procedure and general standards of review are to be applied to all CUP requests, as applicable.

- (b) Approval procedure. An application for a specific conditional use within the applicable zoning classification shall be submitted and considered in the same manner and according to the same procedure as an amendment to the official zoning map as specified in Section 62-1151. The approval of a conditional use shall authorize an additional use for the affected parcel of real property in addition to those permitted in the applicable zoning classification. The initial burden is on the applicant to demonstrate that all applicable standards and criteria are met. Applications which do not satisfy this burden cannot be approved. If the applicant meets its initial burden, then the Board has the burden to show, by substantial and competent evidence, that the applicant has failed to meet such standards and the request is adverse to the public interest. As part of the approval of the conditional use permit, the Board may prescribe appropriate and reasonable conditions and safeguards to reduce the impact of the proposed use on adjacent and nearby properties or the neighborhood. A nearby property, for the purpose of this section, is defined as any property which, because of the character of the proposed use, lies within the area which may be substantially and adversely impacted by such use. In stating grounds in support of an application for a conditional use permit, it is necessary to show how the request fulfills both the general and specific standards for review. The applicant must show the effect the granting of the conditional use permit will have on adjacent and nearby properties, including, but not limited to traffic and pedestrian flow and safety, curb-cuts, off-street loading and parking, off-street pickup of passengers, odors, glare and noise, particulates, smoke, fumes, and other emissions, refuse and service areas, drainage, screening and buffering for protection of adjacent and nearby properties, and open space and economic impact on nearby properties. The applicant, at his discretion, may choose to present expert testimony where necessary to show the effect of granting the conditional use permit.
- (c) General Standards of Review.
 - (1) The planning and zoning board and the board of county commissioners shall base the denial or approval of each application for a conditional use based upon

a consideration of the factors specified in Section 62-1151(c) plus a determination whether an application meets the intent of this section.

- a. The proposed conditional use will not result in a substantial and adverse impact on adjacent and nearby properties due to: (1), the number of persons anticipated to be using, residing or working under the conditional use; (2), noise, odor, particulates, smoke, fumes and other emissions, or other nuisance activities generated by the conditional use; or (3), the increase of traffic within the vicinity caused by the proposed conditional use.
 - b. The proposed use will be compatible with the character of adjacent and nearby properties with regard to use, function, operation, hours of operation, type and amount of traffic generated, building size and setback, and parking availability.
 - c. The proposed use will not cause a substantial diminution in value of abutting residential property. A substantial diminution shall be irrebuttably presumed to have occurred if abutting property suffers a 15% reduction in value as a result of the proposed conditional use. A reduction of 10% of the value of abutting property shall create a rebuttable presumption that a substantial diminution has occurred. The Board of County Commissioners carries the burden to show, as evidenced by either testimony from or an appraisal conducted by an M A I certified appraiser, that a substantial diminution in value would occur. The applicant may rebut the findings with his own expert witnesses.
- (2) The following specific standards shall be considered, when applicable, in making a determination that the general standards specified in subsection (1) of this section are satisfied:
- a. Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire and catastrophe, shall be: (1), adequate to serve the proposed use without burdening adjacent and nearby uses, and (2), built to applicable county standards, if any. Burdening adjacent and nearby uses means increasing existing traffic on the closest collector or arterial road by more than 20%, or 10% if the new traffic is primarily comprised of heavy vehicles, except where the affected road is at Level of Service A or B. New traffic generated by the proposed use shall not cause the adopted level of service for transportation on applicable roadways, as determined by applicable Brevard County standards, to be exceeded. Where the design of a public road to be used by the proposed use is physically inadequate to handle the numbers, types or weights of vehicles expected to be generated by the proposed use without damage to the road, the conditional use permit cannot be approved without a commitment to improve the road to a standard adequate to handle the proposed traffic, or to maintain the road through a maintenance bond or other means as required by the Board of County Commissioners.
 - b. The noise, glare, odor, particulates, smoke, fumes or other emissions from the conditional use shall not substantially interfere with the use or enjoyment of the adjacent and nearby property.
 - c. Noise levels for a conditional use are governed by Section 62-2271.

- d. The proposed conditional use shall not cause the adopted level of service for solid waste disposal applicable to the property or area covered by such level of service, to be exceeded.
- e. The proposed conditional use shall not cause the adopted level of service for potable water or wastewater applicable to the property or the area covered by such level of service, to be exceeded by the proposed use.
- f. The proposed conditional use must have existing or proposed screening or buffering, with reference to type, dimensions and character to eliminate or reduce substantial, adverse nuisance, sight, or noise impacts on adjacent and nearby properties containing less intensive uses.
- g. Proposed signs and exterior lighting shall not cause unreasonable glare or hazard to traffic safety, or interference with the use or enjoyment of adjacent and nearby properties.
- h. Hours of operation of the proposed use shall be consistent with the use and enjoyment of the properties in the surrounding residential community, if any. For commercial and industrial uses adjacent to or near residential uses, the hours of operation shall not adversely affect the use and enjoyment of the residential character of the area.
- i. The height of the proposed use shall be compatible with the character of the area, and the maximum height of any habitable structure shall be not more than 35 feet higher than the highest residence within 1,000 feet of the property line.
- j. Off-street parking and loading areas, where required, shall not be created or maintained in a manner which adversely impacts or impairs the use and enjoyment of adjacent and nearby properties. For existing structures, the applicant shall provide competent, substantial evidence to demonstrate that actual or anticipated parking shall not be greater than that which is approved as part of the site plan under applicable county standards.

FACTORS TO CONSIDER FOR A REZONING REQUEST

Section 62-1151(c) sets forth factors to consider in connection with a rezoning request, as follows:

"The planning and zoning board shall recommend to the board of county commissioners the denial or approval of each application for amendment to the official zoning maps based upon a consideration of the following factors:

- (1) The character of the land use of the property surrounding the property being considered.
- (2) The change in conditions of the land use of the property being considered and the surrounding property since the establishment of the current applicable zoning classification, special use or conditional use.
- (3) The impact of the proposed zoning classification or conditional use on available and projected traffic patterns, water and sewer systems, other public facilities and utilities and the established character of the surrounding property.

- (4) The compatibility of the proposed zoning classification or conditional use with existing land use plans for the affected area.
- (5) The appropriateness of the proposed zoning classification or conditional use based upon a consideration of the applicable provisions and conditions contained in this article and other applicable laws, ordinances and regulations relating to zoning and land use regulations and based upon a consideration of the public health, safety and welfare."

These staff comments contain references to zoning classifications found in the Brevard County Zoning Regulations, Chapter 62, Article VI, Code of Ordinances of Brevard County. These references include brief summaries of some of the characteristics of that zoning classification. Reference to each zoning classification shall be deemed to incorporate the full text of the section or sections defining and regulating that classification into the Zoning file and Public Record for that item.

These staff comments contain references to sections of the Code of Ordinances of Brevard County. Reference to each code section shall be deemed to incorporate this section into the Zoning file and Public Record for that item.

These staff comments contain references to Policies of the Brevard County Comprehensive Plan. Reference to each Policy shall be deemed to incorporate the entire Policy into the Zoning file and Public Record for that item.

These staff comments refer to previous zoning actions which are part of the Public Records of Brevard County, Florida. These records will be referred to by reference to the file number. Reference to zoning files are intended to make the entire contents of the cited file a part of the Zoning file and Public Record for that item.

DEFINITIONS OF CONCURRENCY TERMS

Maximum Acceptable Volume (MAV): Maximum acceptable daily volume that a roadway can carry at the adopted Level of Service (LOS).

Current Volume: Building permit related trips added to the latest TPO (Transportation Planning Organization) traffic counts.

Volume with Development (VOL W/DEV): Equals Current Volume plus trip generation projected for the proposed development.

Volume/Maximum Acceptable Volume (VOL/MAV): Equals the ratio of current traffic volume to the maximum acceptable roadway volume.

Volume/Maximum Acceptable Volume with Development (VOL/MAV W/DEV): Ratio of volume with development to the Maximum Acceptable Volume.

Acceptable Level of Service (CURRENT LOS): The Level of Service at which a roadway is currently operating.

Level of Service with Development (LOS W/DEV): The Level of Service that a proposed development may generate on a roadway.



Planning & Development Department
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

TO: LOCAL PLANNING AGENCY MEMBERS

FROM: Jeffrey Ball
Planning & Zoning Manager, Planning & Development Department

DATE: January 11, 2021

SUBJECT: Adoption of the 2020 Out of Cycle Comprehensive Plan Amendment Packet

JB

Please find attached the 2020 Out of Cycle Large Scale Comprehensive Plan Amendment Packet. The Brevard County Zoning Code Chapter 62-502 (b)(3) establishes a twice a year application deadline. The 2020-2 Comprehensive Plan amendment is the County's second Large Scale Comprehensive Plan Amendment package of 2020 that is out of cycle from the spring and fall schedule.

There is one private application being considered for Adoption in this cycle, listed below and more fully described in the attached staff comments:

- 2020 – 2.1 submitted by Brevard Tower Communications, Inc., amending the Future Land Use Element

For additional information or questions please contact Cheryl Campbell, Planner III, Planning & Development Department Phone: 633-2070, Ext: 58271 E-mail: Cheryl.Campbell@BrevardFL.gov



February 5, 2021

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director Attn: Cheryl Campbell

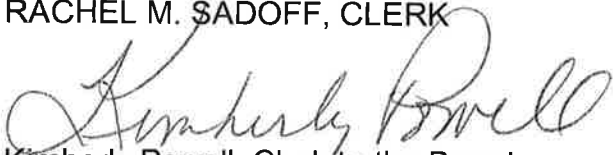
RE: Item H.2., Ordinance for 2020-2.1 Large Scale Comprehensive Plan Amendment

The Board of County Commissioners, in regular session on February 4, 2021, conducted the public hearing and adopted Ordinance No. 21-02, setting forth the 2020-2.1 Large Scale Comprehensive Plan Amendment to change the Future Land Use Map Series designation from RES 2 and NC to CC for Brevard Tower Communications, Inc.; and executed the out-of-cycle Transmittal Letter. Enclosed are fully-executed Ordinance and Transmittal Letter.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

Encls. (2)



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

February 8, 2021

Honorable Scott Ellis
Clerk
Board of County Commissioners
Brevard County
Post Office Box 999
Titusville, Florida 32781-0999

Attention: Deborah Thomas

Dear Mr. Ellis:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Brevard County Ordinance No. 2021-02, which was filed in this office on February 5, 2021.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

ORDINANCE NO. 2021-02

ORDINANCE AMENDING ARTICLE III, CHAPTER 62, OF THE CODE OF ORDINANCES OF BREVARD COUNTY; ENTITLED "THE COMPREHENSIVE PLAN", SETTING FORTH PLAN AMENDMENT 2020-2.1; AMENDING SECTION 62-501, ENTITLED "CONTENTS OF THE PLAN"; SPECIFICALLY AMENDING SECTION 62-501, PART XI, ENTITLED FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP SERIES; PROVIDING FOR INTERNAL CONSISTENCY WITH THESE AMENDMENTS; PROVIDING LEGAL STATUS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Section 163.3167, Florida Statutes, requires each County in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Community Affairs; and

WHEREAS, on September 8, 1988, the Board of County Commissioners of Brevard County, Florida, approved Ordinance No. 88-27, adopting the 1988 Brevard County Comprehensive Plan, hereafter referred to as the 1988 Plan; and

WHEREAS, Sections 163.3184 and 163.3187, and 163.3189, Florida Statutes, established the process for the amendment of comprehensive plans pursuant to which Brevard County has established procedures for amending the 1988 Plan; and

WHEREAS, Brevard County initiated amendments and accepted application for amendments to the Comprehensive Plan on July 24, 2020, for adoption as an Out of Cycle Large Scale Comprehensive Plan Amendment 2020-2.1; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, have provided for the broad dissemination of proposals and alternatives, opportunity for written comments, public hearings after due public notice, provisions for open discussion, communication programs and consideration of and response to public comments concerning the provisions contained in the 1988 Plan and amendments thereto; and

WHEREAS, Section 62-181, Brevard County Code designated the Brevard County Planning and Zoning Board as the Local Planning Agency for the unincorporated areas of Brevard County, Florida, and set forth the duties and responsibilities of said local planning agency; and

OFFICIALLY FILED WITH THE SECRETARY OF STATE FEBRUARY 5, 2021.

WHEREAS, on January 11, 2021, the Brevard County Local Planning Agency held a duly noticed public hearing on Plan Amendment 2020-2.1, and considered the findings and advice of the Technical Advisory Groups, and all interested parties submitting comments; and

WHEREAS, on February 4, 2021, the Brevard County Board of County Commissioners held a duly noticed public hearing, and considered the findings and recommendations, and all interested parties submitting written or oral comments, and the recommendations of the Local Planning Agency, and upon thorough and complete consideration and deliberation, approved the adoption of Plan Amendment 2020-2.1; and

WHEREAS, Plan Amendment 2020-2.1 adopted by this Ordinance complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Plan Amendment 2020-2.1 adopted by this Ordinance is based upon findings of fact as included in the data and analysis.

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

Section 1. Authority. This ordinance is adopted in compliance with, and pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section 2. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to clarify, expand, correct, update, modify and otherwise further the provisions of the 1988 Brevard County Comprehensive Plan.

Section 3. Adoption of Comprehensive Plan Amendments. Pursuant to Plan Amendment 2020-2.1 to the 1988 Comprehensive Plan, Article III, Chapter 62-504, Brevard County Code, the 1988 Brevard County Comprehensive Plan is hereby amended as specifically shown in Exhibit A. Exhibit A is hereby incorporated into and made part of this Ordinance.

Section 4. Legal Status of the Plan Amendments. After and from the effective date of this Ordinance, the plan amendment, Plan Amendment 2020-2.1, shall amend the 1988 Comprehensive Plan and become part of that plan and the plan amendment shall retain the legal status of the 1988 Brevard County Comprehensive Plan established in Chapter 62-504 of the Code of Laws and Ordinances of Brevard County, Florida, as amended.

Section 5. Severability. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 6. Effective Date. The plan amendment shall become effective once the state land planning agency issues a final order determining the adopted amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(9), or until the Administration Commission issues a final order determining the amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(10). A certified copy of the ordinance shall be filed with the Office of the Secretary of the State, State of Florida, within ten days of enactment.

DONE AND ADOPTED in regular session, this 4 day of FEBRUARY, 2021.

ATTEST



Rachel Sadoff, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

By: 

Rita Pritchett, Chair

Approved by the Board on FEB. 4, 2021.



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940

February 4, 2021

Mr. Ray Eubanks,
Plan Processing Administrator
Division of Community Planning
Florida Department of Economic Opportunity
107 East Madison Street, MSC-160
Tallahassee, FL 32399-4120

Re: 2020-2.1 Out of Cycle Comprehensive Plan Amendment Adoption Package

Dear Mr. Eubanks,

Enclosed please find the Comprehensive Plan Amendment submittal package for the 2020-2 Out of Cycle Comprehensive Plan Amendment – Brevard County Amendment No. 20-02ESR. There is one private application for amendment being considered for adoption in this cycle more fully described in the attached staff report.

The Local Planning Agency held a public hearing regarding the adoption of the 2020-2. Plan Amendment package on January 11, 2021, recommending approval of Comprehensive Plan Amendment, 2020-2.1.

The Brevard County Board of Commissioners approved the adoption of the 2020-2.1 Plan Amendment package during a public hearing on February 4, 2021. Copies of the proposed amendment package have been sent to the St. Johns River Water Management District, the East Central Florida Regional Planning Council, the Florida Department of Environmental Protection, the Florida Department of Transportation (District 5), the Florida Department of State, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Education, and the Florida Department of Agriculture and Consumer Services.

The plan amendment's "content and effect" is included in this mailing, with minor changes between transmittal and adoption called out in strikethrough/underline, as required by statute.

The proposed amendment package was adopted by Brevard County on February 4, 2020.

The proposed amendment package is not within an area of critical state concern.

The proposed amendment package is not within the Wekiva River Protection Area.

The proposed amendments are not being adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

The contact person for the 2020-2.1 Plan Amendment package is:

Cheryl W. Campbell, Planner III
Planning and Development Department
2725 Judge Fran Jamieson Way, Building A
Viera, FL 32940
Cheryl.Campbell@BrevardFL.gov
(321) 633-2069 - FAX (321) 633-2074

A local newspaper of general circulation is:

Florida Today
1 Gannett Plaza
Melbourne, FL 32940
(321) 259-5555

In accordance with Florida Statutes, one paper copy and two copies in Portable Document Format (PDF) on the enclosed CD-ROM of the proposed amendment package including all proposed text, maps, and support documents are sent to your office via this transmittal. If you have any questions regarding the enclosed materials, please contact Cheryl W. Campbell at the above address.

Sincerely,



Rita Pritchett, Chair
Brevard County Board of County Commissioners

Enclosures

cc: Board of County Commissioners (w/out encl.)
Frank Abbate, County Manager (w/out encl.)
Eden Bentley, County Attorney (w/out encl.)
Tad Calkins, Director, Planning and Development Department (w/out encl.)
Exec. Director, East Central Florida Regional Planning Council
Director of Planning and Public Transportation Operations, FDOT District Five
St. Johns River Water Management District
Florida Department of Environmental Protection
Florida Division of Agriculture and Consumer Services
Florida Division of Historic Resources
Florida Fish and Wildlife Conservation Commission
Florida Department of Education

**Comprehensive Plan Amendment
Out of Cycle Adoption 2020-2
DEO Brevard County Amendment
No. 20-02ESR**

**Comprehensive Plan Amendment
Brevard Tower Communications, Inc. 2020-2.1**

**PROPOSED COMPREHENSIVE PLAN AMENDMENT 2020-2.1
FUTURE LAND USE MAP SERIES
FUTURE LAND USE ELEMENT**

Request: 2020-2.1
Large Scale Comprehensive Plan Amendment (LSCPA) Future
Land Use (FLU) Map Amendment (20PZ00072)

Owner / Applicant: Brevard Tower Communications, Inc.

Location: Legal Description on File
Tax Acct Parcel a portion of # 2802674 & 2802676

District: Five (5)

Acreage: ± 17.5 acres

**Existing Land
Use Designation:** Residential 2 (RES 2) and Neighborhood Commercial (NC)

**Proposed Land
Use Designation:** Community Commercial (CC)

**Existing Zoning
Classification:** General Use (GU)

**Proposed Zoning
Classification:** Retail, Warehousing & Wholesale Commercial (BU-2)

FUTURE LAND USE MAP AMENDMENT

Description:

The applicant is seeking a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential 2 (RES 2) and Neighborhood Commercial (NC) to Community Commercial (CC) on a 17.5 acre parcel of land for the purpose of developing a recreational vehicle (RV) and boat storage facility. The subject property is located approximately 1,200 feet west of the northwest corner of Norfolk Parkway and Minton Road. The southern portion of the two parcels is currently developed with two buildings. The property currently is developed with a Future Land Use designation of RES 2 since the original Comprehensive Plan's adoption in 1988. This request is for a CC Future Land Use designation in order to construct a RV and boat storage facility.

The applicant has submitted a companion rezoning request from GU to BU-2 which will be heard at the adoption phase of this Large-Scale Comprehensive Plan Amendment request. The stated intent of the applicant is to construct a RV and boat storage facility.

The proposed CC Future Land Use designation is being sought in an area where the two parcels abut the City of West Melbourne on a portion of the east and all of the south and west. To the north, within Brevard County, is an existing single-family residence and an abutting parcel with a communication tower with Future Land Use designations of RES 2. There is vacant property to the east with Brevard County FLU designations of RES 2 and NC. The parcel also abuts vacant land within the City of West Melbourne on the east. To the south, across Norfolk Parkway, there is vacant property within the City of West Melbourne. To the west is vacant residential common area for Sawgrass Lakes Community Association Inc. also located within the City of West Melbourne.

Surrounding Uses	Current Use	Zoning	Future Land Use
North	Single-Family Residence	GU	RES 2
East	Vacant	GU, West Melbourne	RES 2, NC, West Melbourne
South	Vacant	West Melbourne	West Melbourne
West	Vacant	West Melbourne	West Melbourne

Availability of Public Facilities and Services:

Potable Water: The closest potable water line (City of West Melbourne) is located directly south of the property across Norfolk Parkway.

Sanitary Sewer: The closest force main (City of West Melbourne) is located across Norfolk Parkway.

Solid Waste: Brevard County provides solid waste collection and disposal for this area.

Parks & Recreation: The proposed land use amendment would not exceed existing park land level of service for the Central Planning Area.

Drainage: All necessary drainage and stormwater management facilities must be provided on-site by the developer and approved during the site plan and land development review process.

Transportation: The subject property is located on the north side of Norfolk Parkway. Norfolk Parkway is an Urban Major Collector road that is not included in Space Coast Traffic Planning Organizations Traffic (SCTPO) Count program. The nearest traffic count data was taken from segment 210C of Minton Road from Hield Road to Eber Boulevard. The segment was identified with a non-deficiency and is not nearing maximum capacity. The Maximum Acceptable Volume (MAV) is 39,800 with an Average Daily Trips (ADT) of 32,097. The segment has a current operating volume of 80.65%. The maximum development potential from the proposed zoning (213,444 square feet) would increase the percentage of MAV utilization by 22.85%. If fully developed, the corridor is anticipated to operate at 103.50% of capacity daily.

	ADT	PM PEAK		
Trips from Existing Zoning	19	2	Segment Number	210C
Trips from Proposed Zoning	9,114	792	Segment Name	Minton Road Hield-Eber
Maximum Acceptable Volume (MAV)	39,800	3,582	Acceptable LOS	D
Current Volume	32,097	2,889	Directional Split	0.51 N
Volume With Proposed Development	41,192	3,707	ITE CODE	
Current Volume / MAV	80.65%	80.65%	820	
Volume / MAV with Proposal	103.50%	103.50%		
Current LOS	D	D		
LOS With Proposal	D	D		
Findings	<input type="checkbox"/> Non-Deficiency		<input checked="" type="checkbox"/> Deficiency	

Conclusion: The preliminary concurrency analysis at the first level of review did indicate that the proposed zoning could cause a deficiency of adopted levels of service. Pursuant to Brevard County Code Section 62-602, a concurrency evaluation will be conducted at the site plan review stage.

Environmental Resources:

Wetlands

The subject parcel contains mapped NWI (Freshwater emergent wetlands) as shown on the NWI Wetlands map, an indicator that wetlands may be present on the property. A wetland delineation was performed in December 2019 by Andrew Conklin Environmental Services, LLC (ACES), and found approximately 0.22 acres of wetlands in the northeast corner of the parcel.

Per Section 62-3694(3), commercial and industrial land development activities shall be prohibited in wetlands contained in properties designated on the Future Land Use Map as commercial or industrial, and in surrounding upland buffers for such wetlands, except as provided below for I-95 interchanges, mitigation qualified roadways, abutting properties, and access to uplands. In no instance shall a proposed land development activity result in increased flooding on adjacent properties. Where the State does not require a buffer, wetland buffers shall be established in accordance with Section 62-3694(c)(10). Where impacts are permitted, the applicant is encouraged to propose innovative wetland preservation alternatives. Where the State does not require mitigation for any wetland impact, mitigation shall be provided to meet the County's no net loss policy as defined in Section 62-3696. Any permitted wetland impacts must meet the requirements of Sections 62-3694(e) including avoidance of impacts, and 62-3696. The applicant is encouraged to contact NRM at 321-633-2016 prior to any site plan design or permit submittal.

Historic Resources:

There are no previously recorded cultural or historic resources on this property according to the Florida Master Site File.

Comprehensive Plan Policies/Comprehensive Plan Analysis:

Staff findings of fact are shown in italics.

Notice: *The Comprehensive Plan establishes the broadest framework for reviewing development applications and provides the initial level of review in a three layer screening process. The second level of review entails assessment of the development application's consistency with Brevard County's zoning regulations. The third layer of review assesses whether the development application conforms with site planning/land development standards of the Brevard County Land Development Code. While each of these layers individually affords its own evaluative value, all three layers must be cumulatively considered when assessing the appropriateness of a specific development proposal.*

Future Land Use Element Policies

The following policies pertain to this future land use planning activity.

Administrative Policy 3

Compatibility with existing or proposed land uses shall be a factor in determining where a rezoning or any application involving a specific proposed use is being considered. Compatibility shall be evaluated by considering the following factors, at a minimum:

Criteria:

- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through an analysis of:
 - 1. historical land use patterns;

There is a historical land use pattern of residential land use to the north, west and south of the subject site. Undeveloped property is located to the

east with Brevard County FLU designations of RES 2 and NC. The subject parcel also abuts undeveloped land within the City of West Melbourne on the east with Low-Density Residential (LD-RES), Institutional (INST) and Commercial (COM) Future Land Use designations.

2. actual development over the immediately preceding three years; and

There has not been any actual development on surrounding properties within the preceding three (3) years.

3. development approved within the past three years but not yet constructed.

There have been no development approvals for surrounding properties within the past three (3) years that have not yet been constructed.

Role of the Comprehensive Plan in the Designation of Commercial Lands

Policy 2.1

The Comprehensive Plan takes into consideration broad criteria for evaluating requests for commercial land use designations within Brevard County. At a minimum, these criteria address the following:

Criteria:

A. Overall accessibility to the site;

The subject parcel has frontage on Norfolk Parkway, an east west Urban Major Collector road providing access to the Sawgrass Lakes community to the west. Minton Road, an urban principal arterial road is located approximately one quarter (1/4) of a mile to the east.

The subject property has direct access to Norfolk Parkway which is an Urban Major Collector road.

B. Compatibility and inter-connectivity with adjacent adopted Future Land Use designations and land uses;

East of the subject property is undeveloped land within the City of Melbourne. Inter-connectivity with adjacent properties in the City of West Melbourne would be addressed during the site plan review.

C. Existing commercial development trend in the area;

Approximately three quarters (3/4) of a mile southeast of the subject parcel at the intersection of Minton and Palm Bay Road there is a cluster of retail shops to include a large grocery store and various banks.

- D. Fundamental changes in the character of an area prompted by infrastructure improvements undertaken by the County;

There are no fundamental changes in character within this area prompted by County infrastructure improvements.

- E. Availability of required infrastructure at/above adopted levels of service;

The subject site is not serviced by County or municipality water or sanitary sewer. The closest potable water line and sewer force main (City of West Melbourne) is located directly south of the property across Norfolk Parkway. It should be noted that the City of West Melbourne will not provide water or sewer to the site unless it is annexed into the City. Due to developmental concerns associated with this closed landfill site (see staff comments under Policy 2.1 H on page 7), annexation into the City of West Melbourne is not desired by the City.

There is no data available for the preliminary transportation concurrency analysis along Norfolk Parkway, an Urban Major Collector road; however, there is data for Minton Road located approximately ¼ mile east of the subject parcel. This segment indicates that Minton Road from Hield Road to Eber Boulevard has a maximum acceptable volume (MAV) of 39,800. Brevard County defers to the Space Coast Transportation Planning Organization's (TPO's) traffic count program, which indicates that in 2018 the roadway's trips were at 80.65% of the MAV. With this Future Land Use change to Community Commercial (CC) the subject parcel at its highest use, would increase the Maximum Acceptable Volume (MAV) to 103.50%. Currently, Minton Road has a Level of Service (LOS) of C. The Future Land Use change to Community Commercial (CC) would create a Level of Service (LOS) of D.

The applicant has submitted a companion zoning request from General Use (GU) to Retail, Warehousing & Wholesale Commercial (BU-2) to construct a Recreational Vehicle (RV) and Boat Storage Facility (20Z00015). The maximum development potential from the proposed rezoning could increase the volume (MAV) on this section of Minton Road from 80.65% to 103.50% of the daily capacity (LOS D).

- F. Spacing from other commercial activities;

The subject parcel is adjacent to vacant commercial land on the east side. Approximately ¾ of a mile southeast of the parcel at the intersection of Minton and Palm Bay Roads there are various commercial retail stores and businesses.

- G. Size of proposed commercial designation compared with current need for commercial lands;

The Future Land Use designation change from RES 2 and NC to CC is proposed on 17.5 acres.

The subject parcel is located approximately ¼ of a mile west of Minton Road. Along Minton Road from Flanagan Avenue south to Palm Bay Road, there is an approximately one hundred thirty- eight (138) acre cluster of properties with commercial land use designations, of which approximately ninety (90) acres are undeveloped. Minton Road is an Urban Principal Arterial road which serves local, sub regional and regional communities by providing commercial services.

- H. Adherence to the objectives/policies of the Conservation Element and minimization of impacts upon natural resources and systems;

The Natural Resource Management (NRM) Department has provided a preliminary summary of adherence to the objectives/policies of the Conservation Element and the minimization of impacts upon natural resources and systems. (See attached NRM Department Summary).

According to Florida Department of Environmental Protection (FDEP) records, the subject property was utilized as a construction and demolition debris landfill site from approximately 1984 to 1992. The applicant is advised to contact FDEP at 407-897-4313 for guidance regarding disturbing/developing old landfill sites to ensure that public health and the environment will not be harmed by the disturbance of the waste at the site.

- I. Integration of open space; and

Open space will be evaluated during the site plan review process.

- J. Impacts upon strip commercial development.

There is no strip commercial development along Norfolk Parkway at this location. The subject parcel is located approximately ¼ mile west of Minton Road. The subject parcel, if developed as commercial, has the potential to create strip commercial development along Norfolk Parkway.

Activities Permitted in Community Commercial (CC) Future Land Use Designations
Policy 2.7

Community Commercial (CC) development activities are intended to serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. Development activities which may be considered within the Community Commercial (CC) Future Land Use designation, provided that the guidelines listed in Table 2.2 are met, include the following:

- a) Existing strip commercial;
- b) Transient commercial uses;
- c) Tourist commercial uses;
- d) Professional offices;
- e) Personal service establishments;
- f) Retail establishments;
- g) Non-retail commercial uses;
- h) Residential uses;
- i) Institutional uses;
- j) Recreational uses;
- k) Public facilities;
- l) Transitional uses pursuant to Policy 2.12; and
- m) Planned Industrial Park development (as permitted by PIP zoning).

The applicant has indicated that the proposed use will include a RV and storage facility.

Locational and Development Criteria for Community Commercial Uses
Policy 2.8

Locational and development criteria for community commercial land uses are as follows:

Criteria:

- A. Community Commercial clusters of up to ten (10) acres in size should be located at arterial/arterial intersections. Collector/arterial intersections are acceptable for clusters of up to ten (10) acres in size, however, the collector roadways must serve multiple Residential areas. Intrusion of these land uses into the surrounding Residential areas shall be limited. For Community Commercial clusters greater than ten (10) acres in size, they must be located at principal arterial/principal arterial intersections.

The subject parcel is greater than ten (10) acres. Parcels with the commercial Future Land Use designation should be clustered at the intersection of Norfolk Parkway and Minton Road approximately ¼ mile to the east. Currently, there is a cluster of commercial approximately thirty

(30) acres in size. This cluster of over ten (10) acres is not on a principal arterial/principal arterial intersection.

- B Community commercial complexes should not exceed forty (40) acres at an intersection.

The subject parcel is 17.5 total acres in size and has not exceeded 40 acres. There is approximately thirty (30) acres of undeveloped commercial properties within the City of West Melbourne located that the intersection of Norfolk Parkway and Minton Road.

- C. Community commercial clusters up to ten (10) acres in size should be spaced at least two (2) miles apart and community commercial clusters up to forty (40) acres in size should be spaced at least five (5) miles apart.

The subject parcel is 17.5 acres in size. There is an existing commercial cluster approximately two and a half (2 1/2) miles north at the intersection of West New Haven Avenue and Minton Road in the City of West Melbourne. The closest commercial node to the south is at the intersection of Minton Road and Palm Bay Road, approximately ¾ of a mile southeast of the parcel.

- D. The gross floor area of community commercial complexes should not exceed One hundred fifty thousand (150,000) square feet (s.f.) for commercial clusters up to ten (10) acres in size and shall not exceed four hundred thousand (400,000) square feet (s.f.) for commercial clusters greater than ten (10) acres but less than forty (40) acres in size.

Based on the estimated maximum FAR for the companion zoning (BU-2) of the subject property: two hundred thirteen thousand four hundred forty-four (213,444) square feet.

- E. Floor Area Ratio (FAR) of up to one (1.00) will be permitted for Community Commercial sites.

The maximum building square footage could be 213,444 square feet and will be regulated through the land development regulations, at the time of site plan review.

- F. Recreational vehicle parks shall be located in areas which serve the needs of tourists and seasonal visitors to Brevard County. The location of recreational vehicle parks shall have access to interstate interchanges via arterial and principal collector transportation corridors or the property shall be located on a major multi-county transportation corridor.

This criteria is for recreational vehicle parks, not recreational vehicle storage, and is not applicable to this request.

For Board Consideration

The Board may wish to consider Policy 2.8A of the Comprehensive Plan which guides clusters of community commercial development greater than 10 acres to arterial/arterial intersections. The subject property is located on an Urban Major Collector roadway.

The Board may wish to consider Policy 2.8C of the Comprehensive Plan which guides spacing of community commercial clusters up to forty (40) acres in size to be at least five (5) miles apart. The subject property is 17.5 acres in size and is located approximately $\frac{3}{4}$ of a mile from a commercial node at the intersection of Minton Road and Palm Bay Road.

The Board may also wish to consider whether the request is compatible with existing land uses as the property abuts residential neighborhoods to the north, west and south (across Norfolk Parkway).

The Board may also wish to consider the potential deficiency in the transportation adopted level of service if the maximum development potential from the current zoning of the subject property is developed. The Board may consider requesting a BDP to limit the intensity/density potential of the property at the rezoning stage.

If you have any questions, please contact Cheryl W. Campbell, Planner III, of the Planning & Development Department at (321) 633-2070 ext. 58271 or via email to Cheryl.Campbell@brevardfl.gov

**NATURAL RESOURCES MANAGEMENT DEPARTMENT
Future Land Use Review & Summary
Item # 19PZ00072**

Applicant: Andy Gardner for Jack Hunt

Zoning Request: NC & RES-2 to CC

Note: Applicant wants RV and boat storage facility.

P&Z Hearing Date: 10/19/20 & 01/11/21; **BCC Hearing Date:** 10/19/20 & 02/04/20

Tax ID Nos: 2802676 & portion of 2802674

- This is a preliminary review based on best available data maps reviewed by the Natural Resources Management Department (NRM) and does not include a site inspection to verify the accuracy of the mapped information.
- In that the rezoning process is not the appropriate venue for site plan review, specific site designs submitted with the rezoning request will be deemed conceptual. Board comments relative to specific site design do not provide vested rights or waivers from Federal, State or County regulations.
- **This review does not guarantee whether or not the proposed use, specific site design, or development of the property can be permitted under current Federal, State, or County Regulations.**

Summary of Mapped Resources and Noteworthy Land Use Issues:

- National Wetland Inventory (NWI) Wetlands
- Aquifer Recharge Soils
- Protected and Specimen Trees
- Protected Species

No noteworthy land use issues were identified. Natural Resources Management (NRM) reserves the right to assess consistency with environmental ordinances at all applicable future stages of development.

Land Use Comments:

Wetlands

The subject parcel contains mapped NWI (Freshwater emergent wetlands) as shown on the NWI Wetlands map, an indicator that wetlands may be present on the property. A wetland delineation was performed in December 2019 by Andrew Conklin Environmental Services, LLC (ACES), and found approximately 0.22 acres of wetlands in the northeast corner of the parcel.

Per Section 62-3694(3), commercial and industrial land development activities shall be prohibited in wetlands contained in properties designated on the Future Land Use Map as commercial or industrial, and in surrounding upland buffers for such wetlands, except as provided below for I-95 interchanges, mitigation qualified roadways, abutting properties, and access to uplands. In no instance shall a proposed land development activity result in increased flooding on adjacent properties. Where the State does not require a buffer, wetland buffers shall be established in accordance with Section 62-3694(c)(10). Where impacts are permitted, the applicant is encouraged to propose innovative wetland preservation alternatives. Where the State does not require mitigation for any wetland impact, mitigation shall be provided to meet the County's no net loss policy as defined in Section 62-3696. Any permitted wetland impacts

must meet the requirements of Sections 62-3694(e) including avoidance of impacts, and 62-3696. The applicant is encouraged to contact NRM at 321-633-2016 prior to any site plan design or permit submittal.

Aquifer Recharge Soils

A small area of the parcel contains mapped aquifer recharge soils (Palm Beach sand) as shown on the USDA Soil Conservation Service Soils Survey map. The applicant is hereby notified of the development and impervious restrictions within Conservation Element Policy 10.2 and the Aquifer Protection Ordinance.

Protected and Specimen Trees

Aerials indicate that Protected (greater than or equal to 10 inches in diameter) and Specimen Trees (greater than or equal to 24 inches in diameter) may reside on subject property. Per Brevard County Landscaping, Land Clearing and Tree Protection ordinance, Section 62-4341(18), Protected and Specimen Trees shall be preserved or relocated on site to the Greatest Extent Feasible. Per Section 62-4332, Definitions, Greatest Extent Feasible shall include, but not be limited to, relocation of roads, buildings, ponds, increasing building height to reduce building footprint or reducing Vehicular Use Areas. The applicant is advised to refer to Article XIII, Division 2, entitled Land Clearing, Landscaping, and Tree Protection, for specific requirements for tree preservation and canopy coverage requirements. Land clearing is not permitted without prior authorization by NRM.

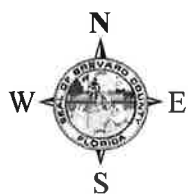
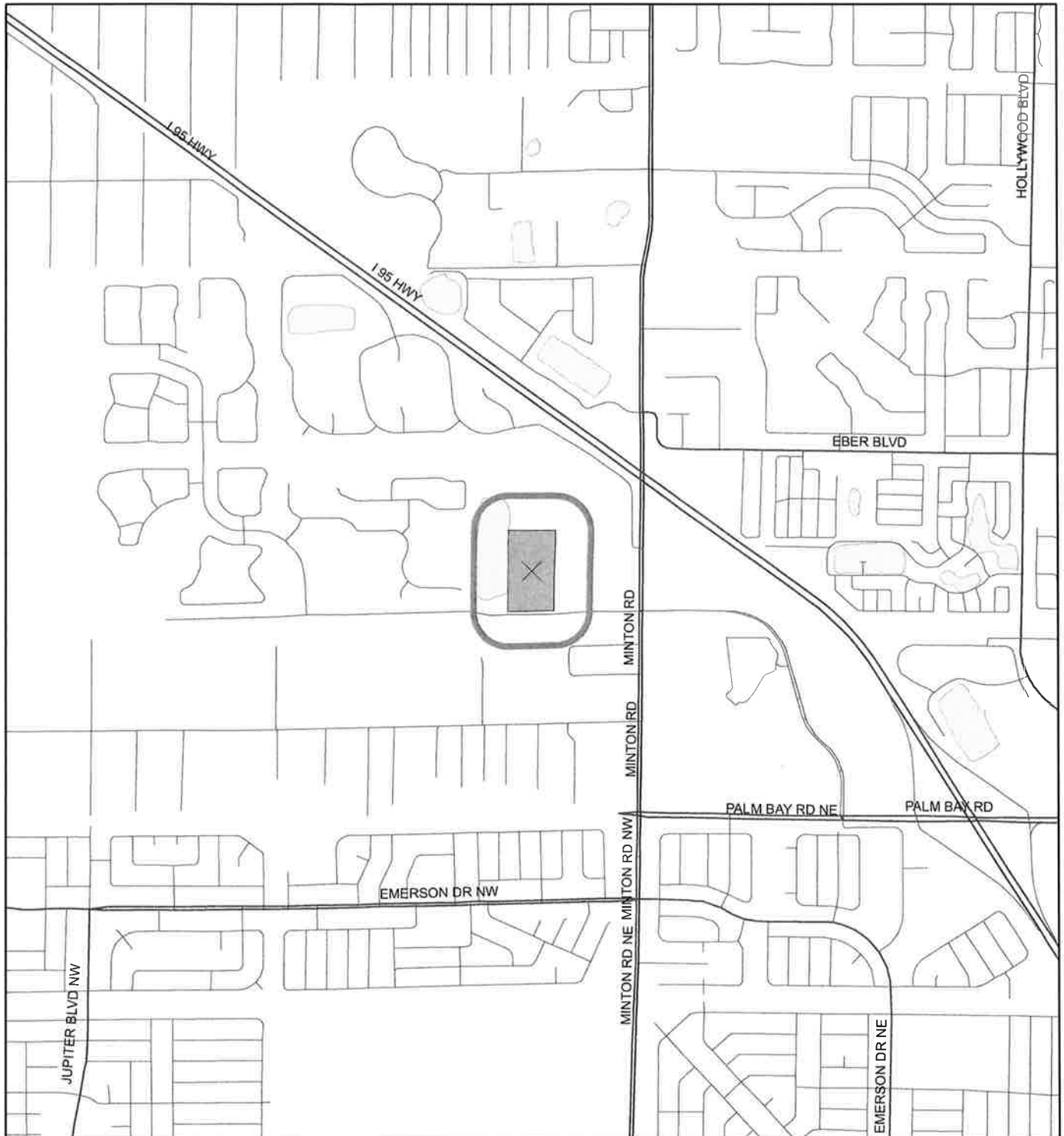
Protected Species

Information available to NRM indicates that federally and/or state protected species may be present on the property. Prior to any plan, permit submittal, or development activity, including land clearing, the applicant should obtain any necessary permits or clearance letters from the Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service, as applicable.

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Supporting Maps

LOCATION MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



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

Buffer Distance: 500 feet

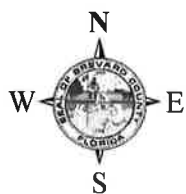
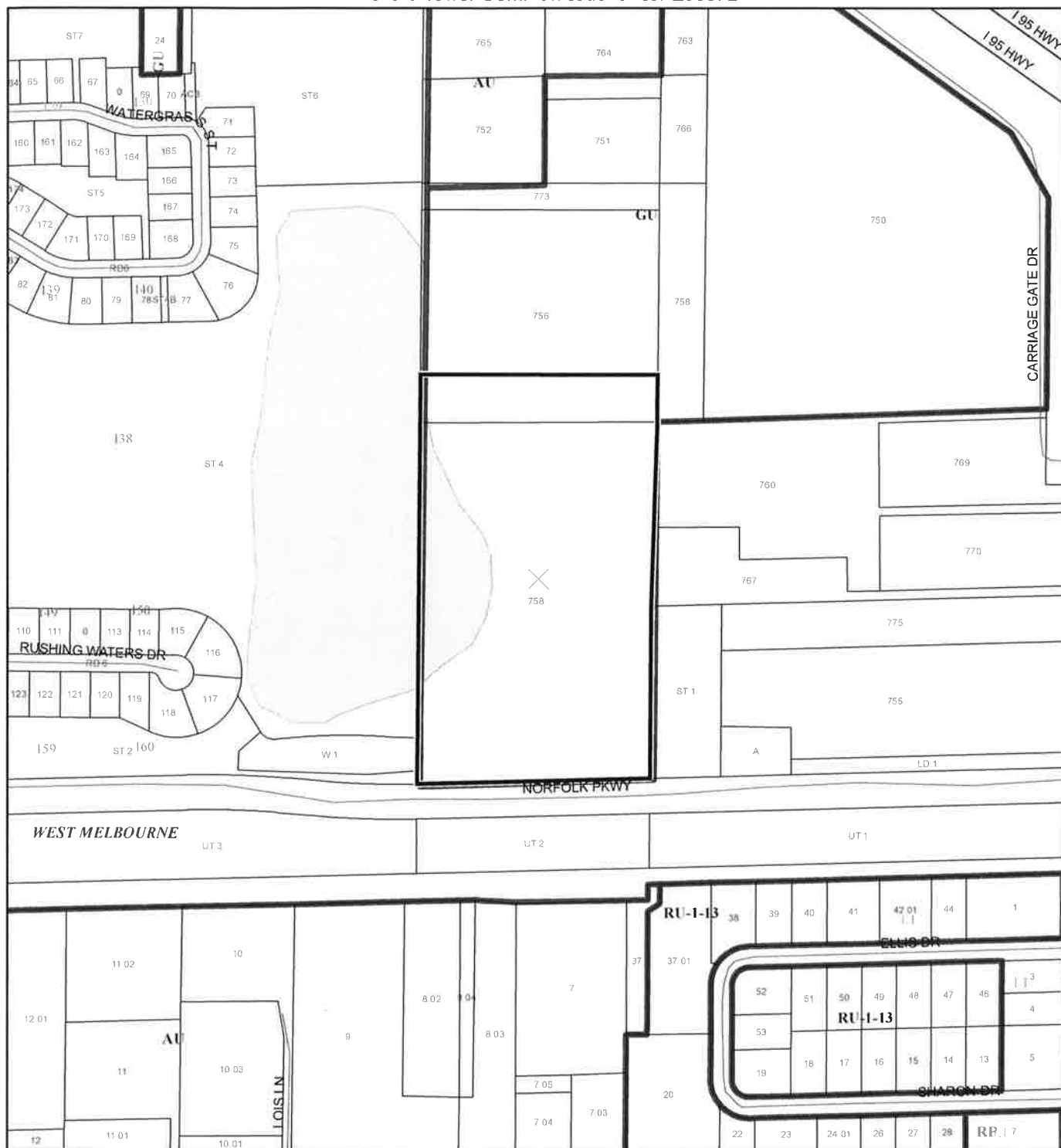
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/29/2020

— Buffer
■ Subject Property

ZONING MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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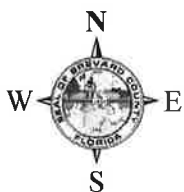
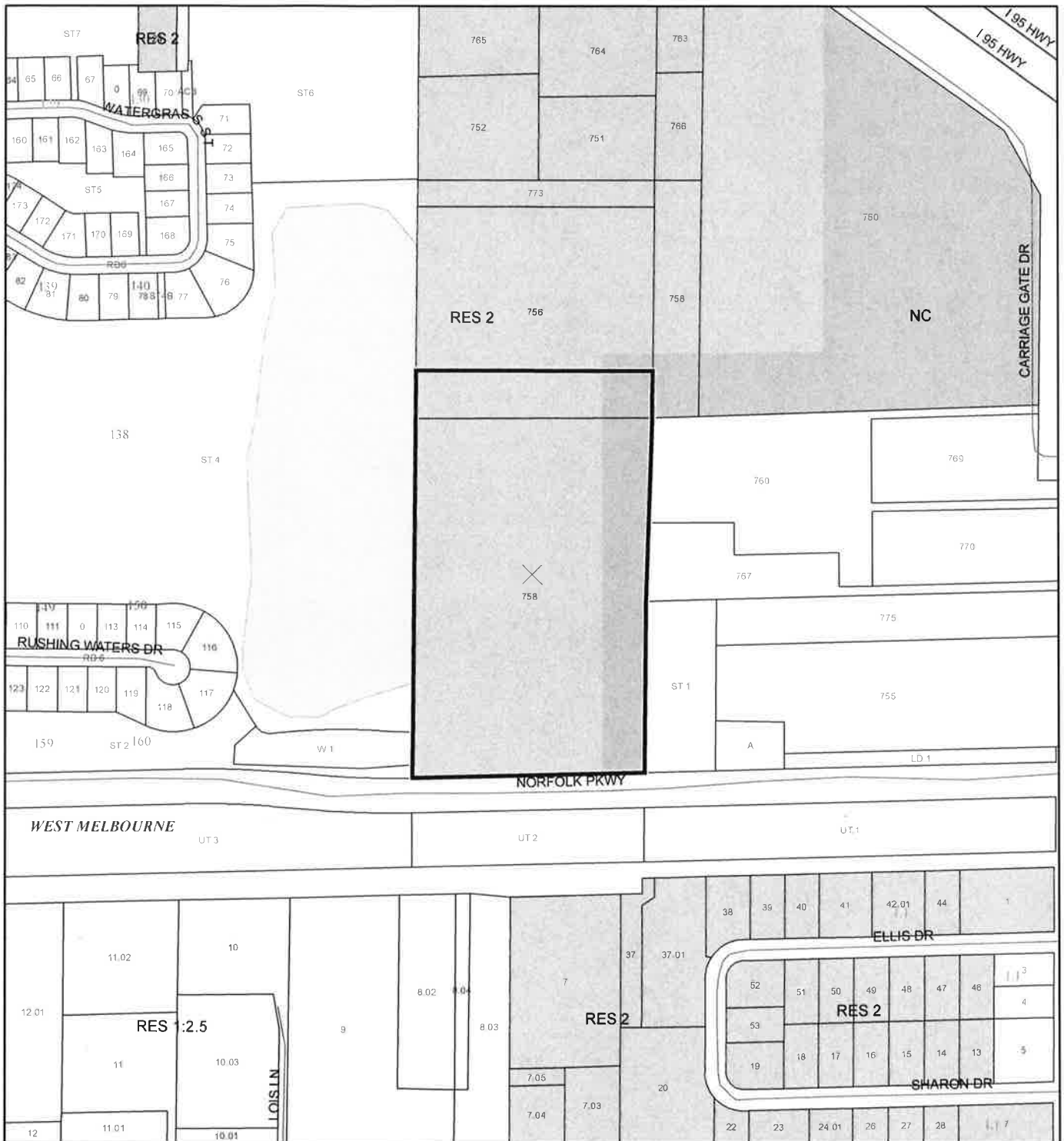
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- Subject Property
- Parcels
- Zoning

FUTURE LAND USE MAP

Comprehensive Plan Amendment 2020-2.1

Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

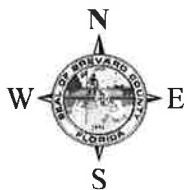
Subject Property
Parcels

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PROPOSED FUTURE LAND USE MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

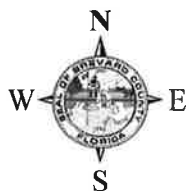
Subject Property
Parcels

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AERIAL MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

PHOTO YEAR: 2020

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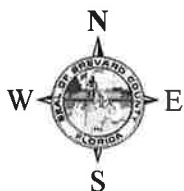
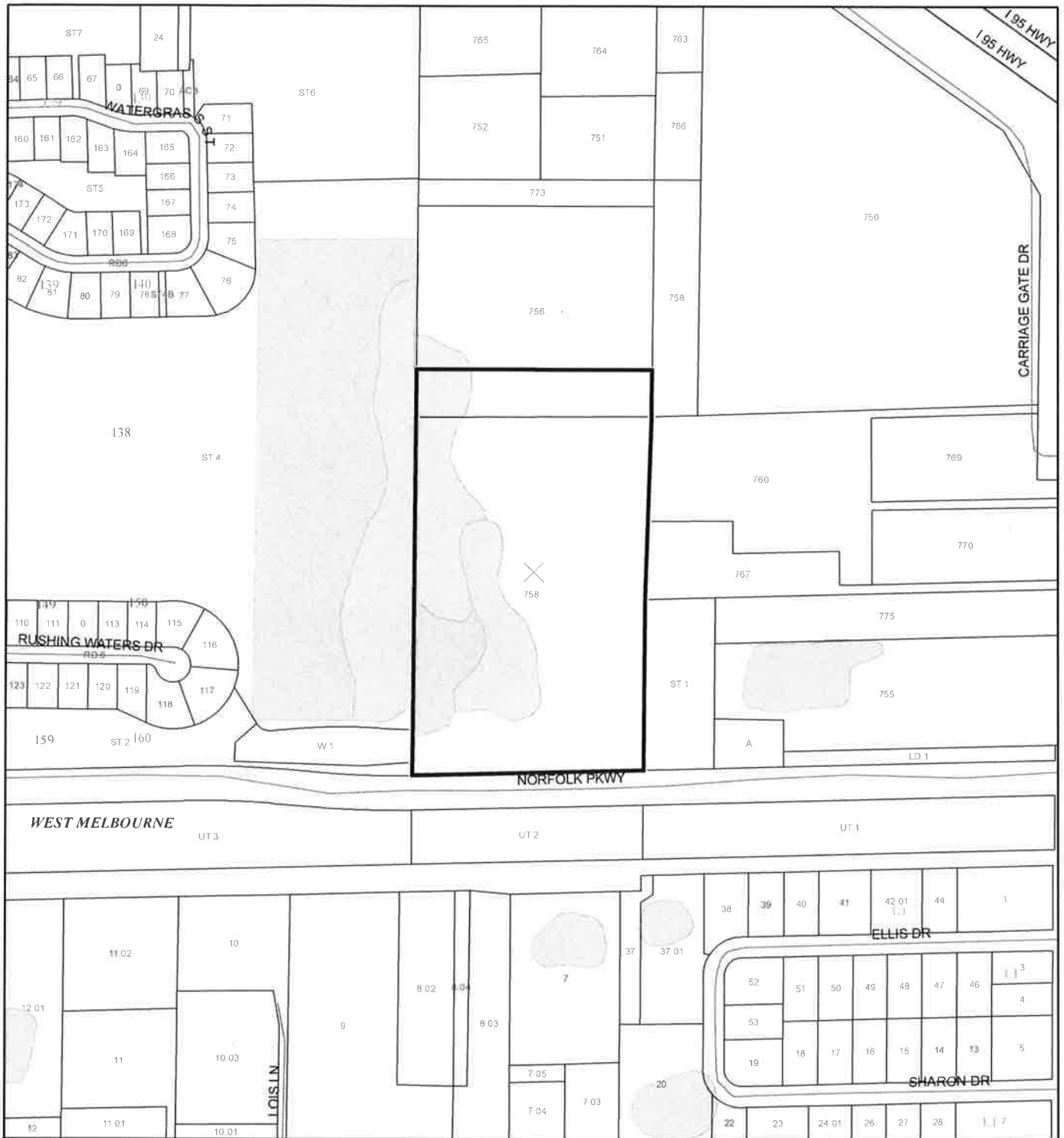
Produced by BoCC - GIS Date: 7/29/2020

— Subject Property
□ Parcels

NWI WETLANDS MAP

Comprehensive Plan Amendment 2020-2.1

Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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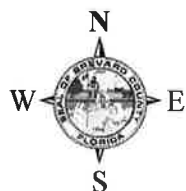
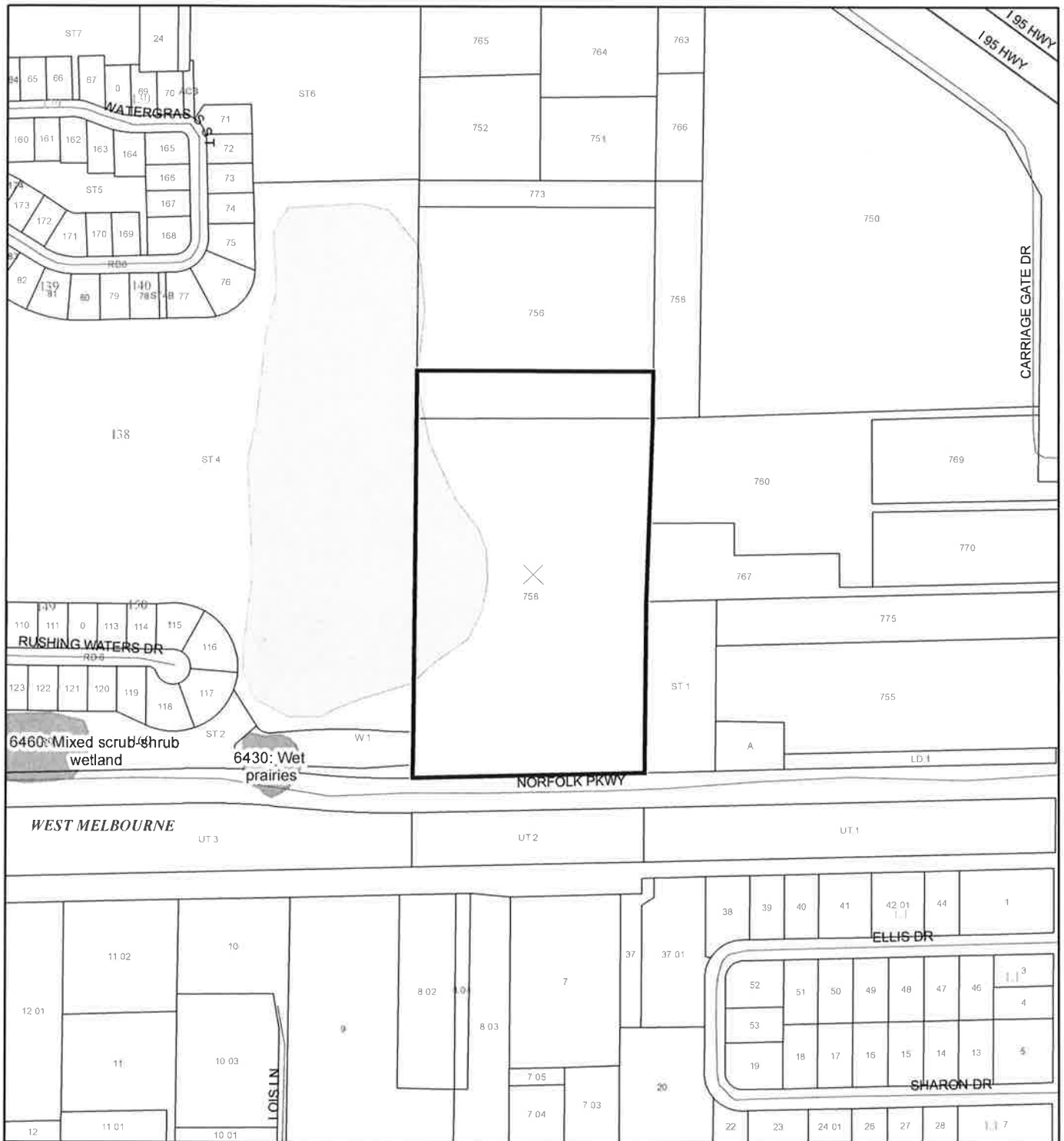
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National Wetlands Inventory (NWI)

	Estuarine and Marine Deepwater		Freshwater Pond
	Estuarine and Marine Wetland		Lake
	Freshwater Emergent Wetland		Other
	Freshwater Forested/Shrub Wetland		Riverine
	Subject Property		Parcels

SJRWMD FLUCCS WETLANDS - 6000 Series MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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SJRWMD FLUCCS WETLANDS

- Wetland Hardwood Forests - Series 6100
- Wetland Coniferous Forest - Series 6200
- Wetland Forested Mixed - Series 6300
- Vegetated Non-Forested Wetlands - Series 6400
- Non-Vegetated Wetland - Series 6500

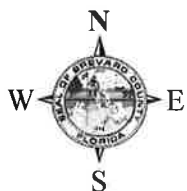
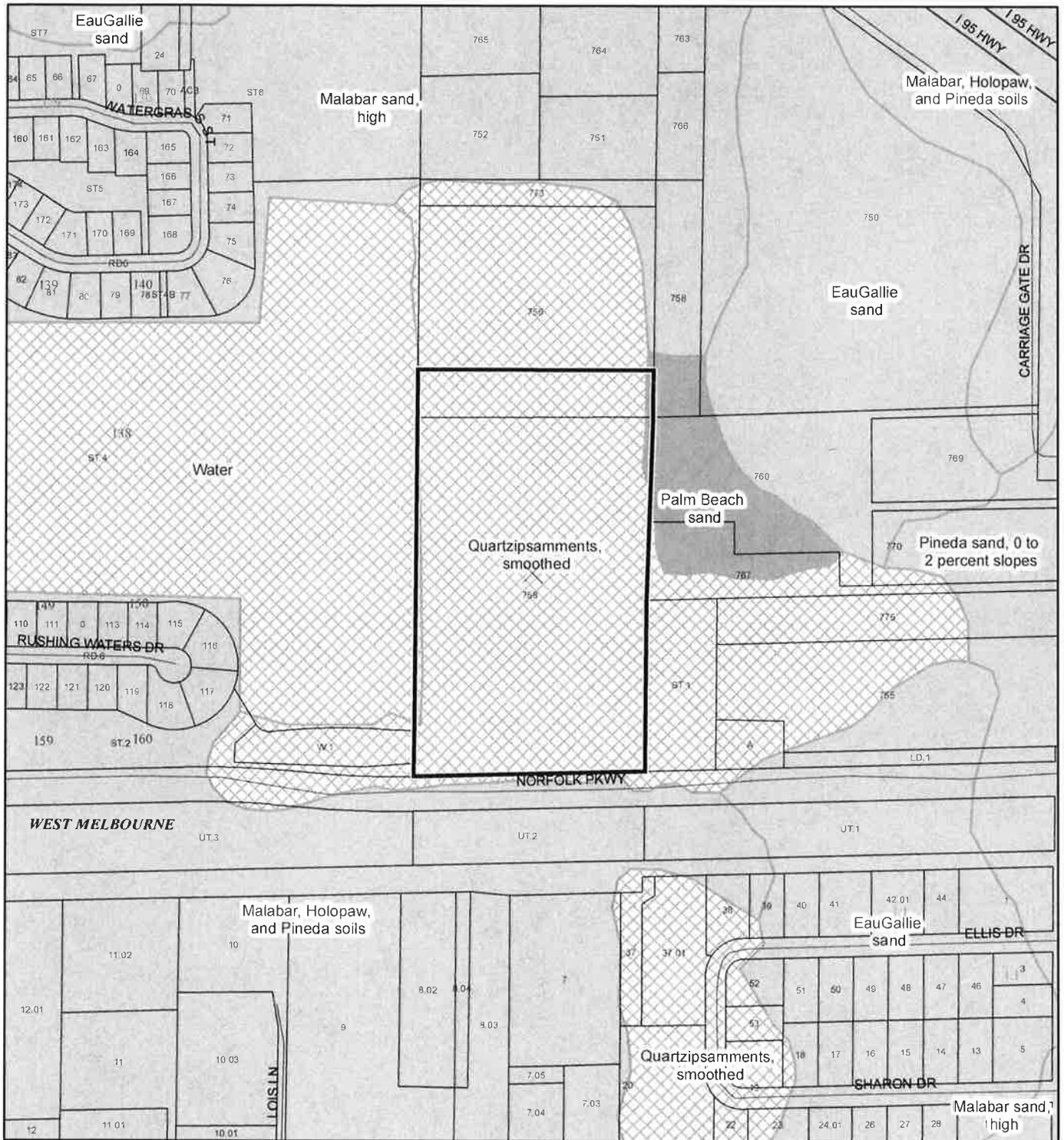
— Subject Property

□ Parcels

USDA SCSSS SOILS MAP

Comprehensive Plan Amendment 2020-2.1

Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 7/29/2020

USDA SCSSS Soils

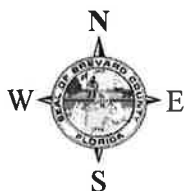
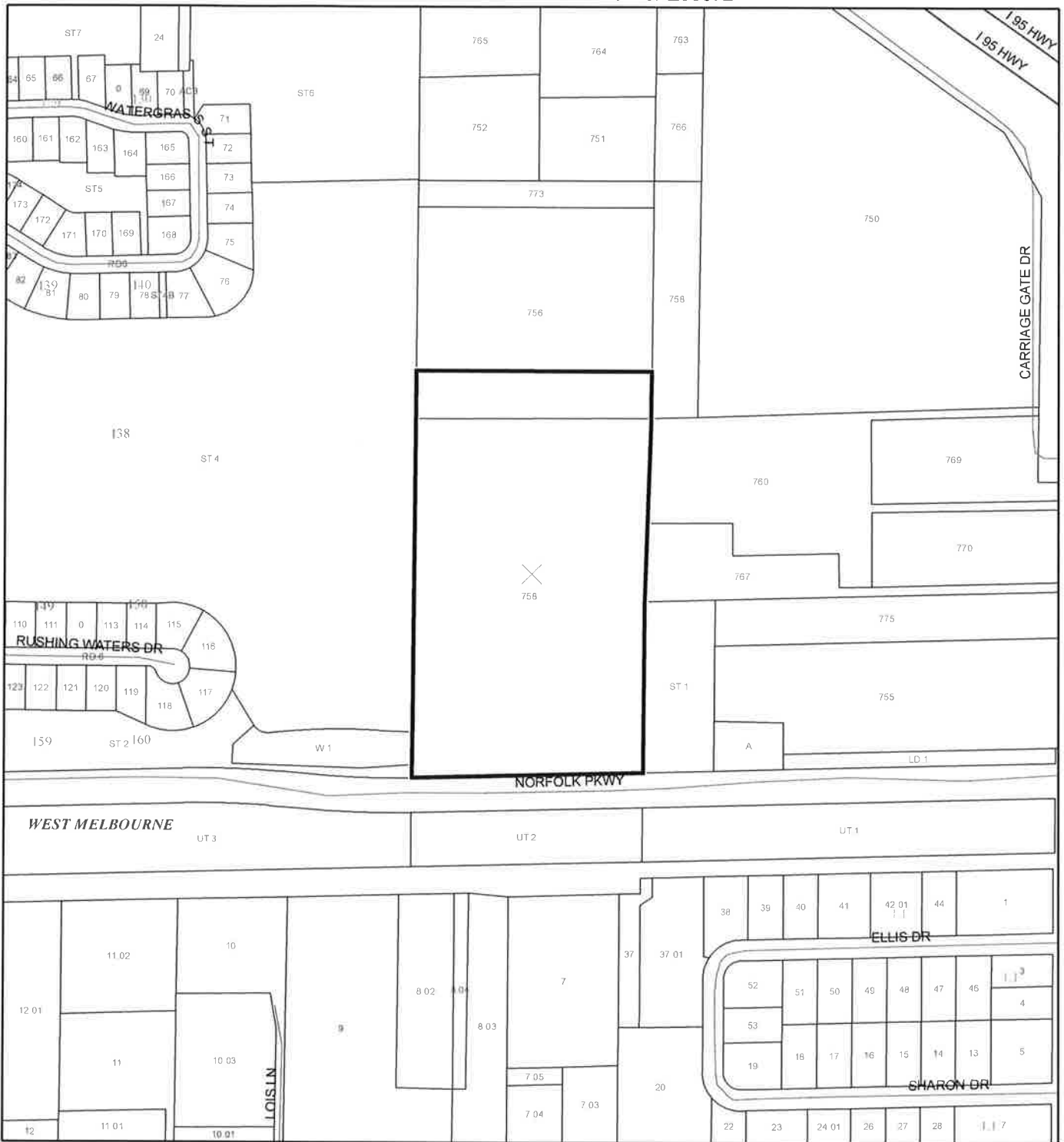
- Aquifer and Hydric
- Aquifer
- Hydric
- None

- Subject Property
- Parcels

FEMA FLOOD ZONES MAP

Comprehensive Plan Amendment 2020-2.1

Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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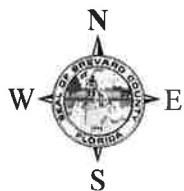
Produced by BoCC - GIS Date: 7/29/2020

FEMA Flood Zones

- | | | |
|---|------------|----------------------|
| A | AO | X |
| AE | Open Water | X Protected By Levee |
| AH | VE | |
| 0.2 Percent Annual Chance Flood Hazard | | |
| 0.2 Percent Annual Chance Flood Hazard Contained in Channel | | |
| Subject Property | Parcels | |

COASTAL HIGH HAZARD AREA MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 7/29/2020

— Subject Property

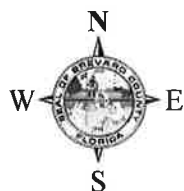
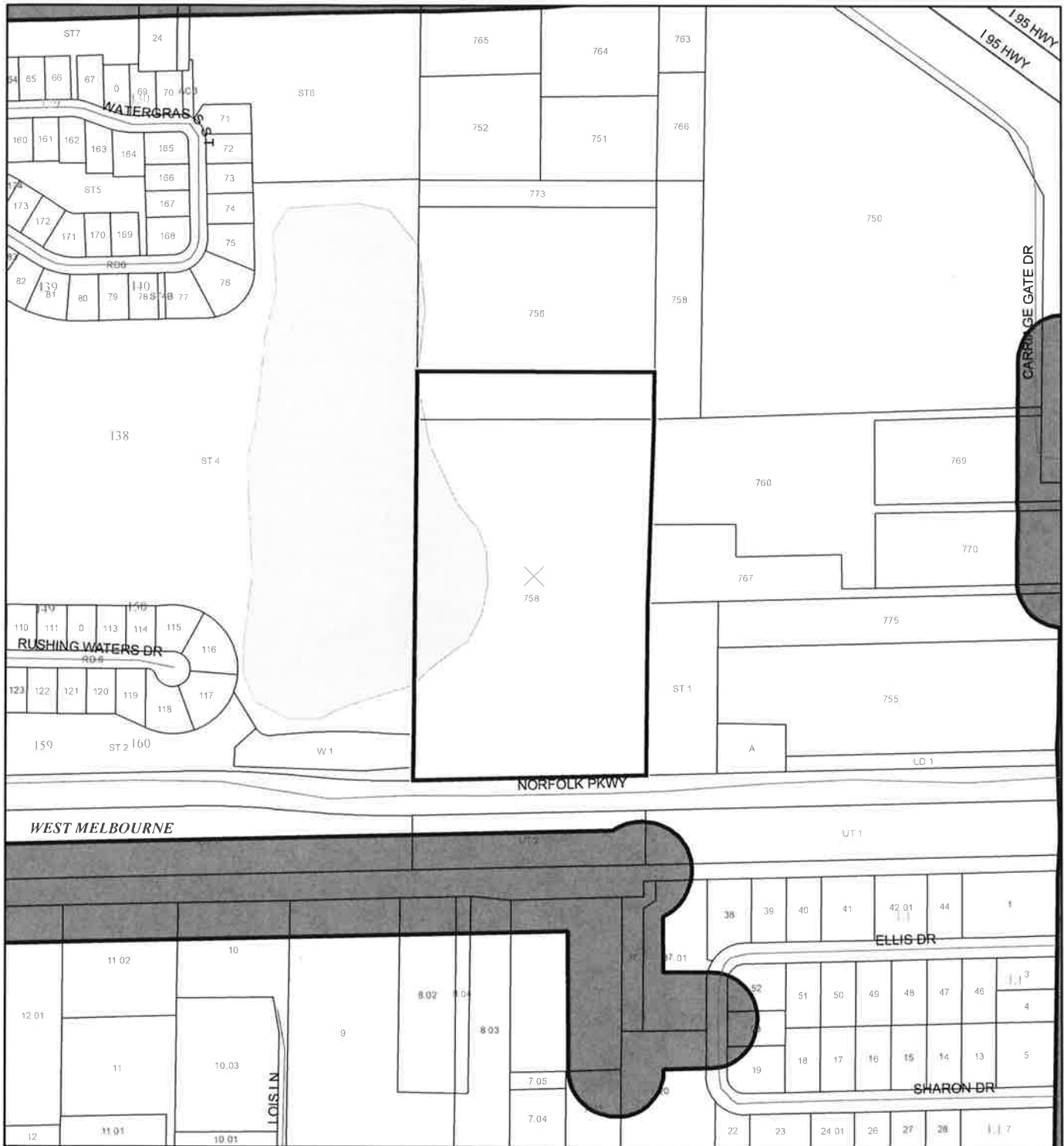
□ Parcels

Coastal High Hazard Area

■ SurgeZoneCat1

INDIAN RIVER LAGOON SEPTIC OVERLAY MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 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.

Produced by BoCC - GIS Date: 7/29/2020

— Subject Property

□ Parcels

Septic Overlay

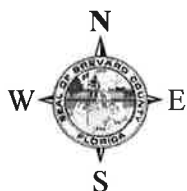
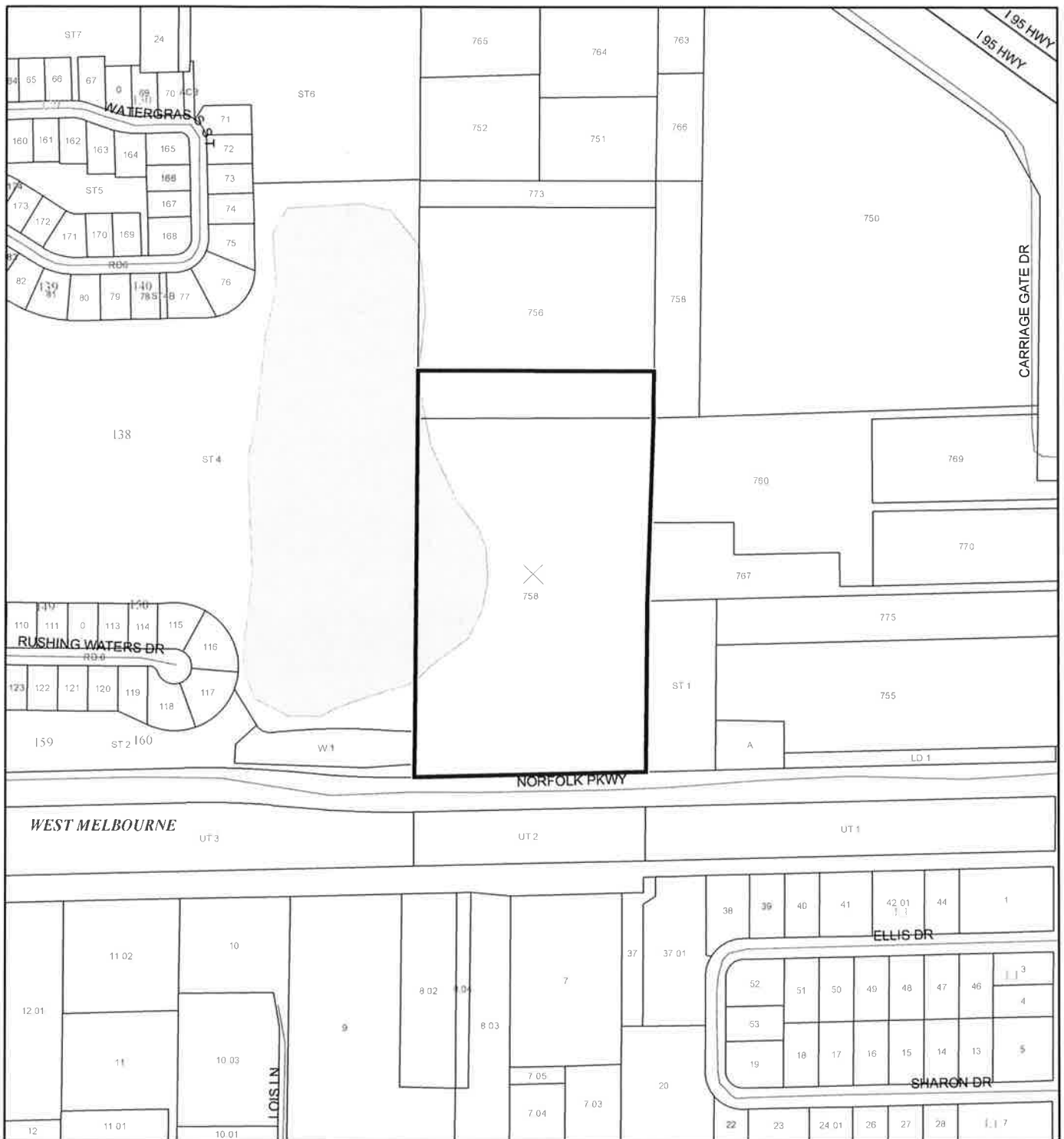
■ 40 Meters

■ 60 Meters

■ All Distances

EAGLE NESTS MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 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.

Produced by BoCC - GIS Date: 7/29/2020

 Subject Property

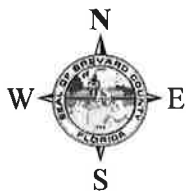
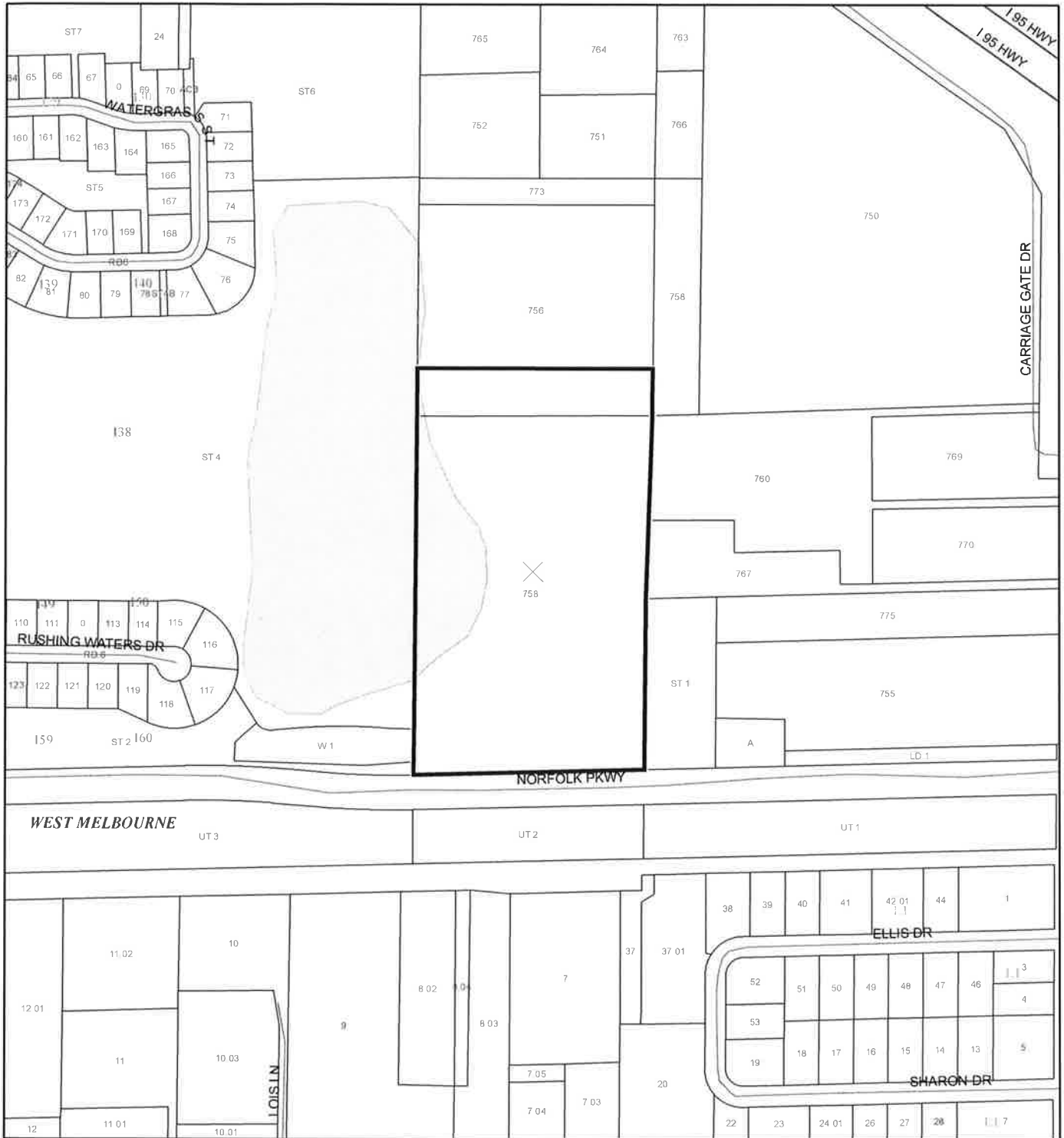
 Parcels

 Eagle Nests
FWS 2010

SCRUB JAY OCCUPANCY MAP

Comprehensive Plan Amendment 2020-2.1

Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

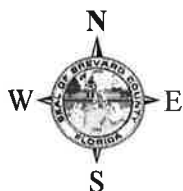
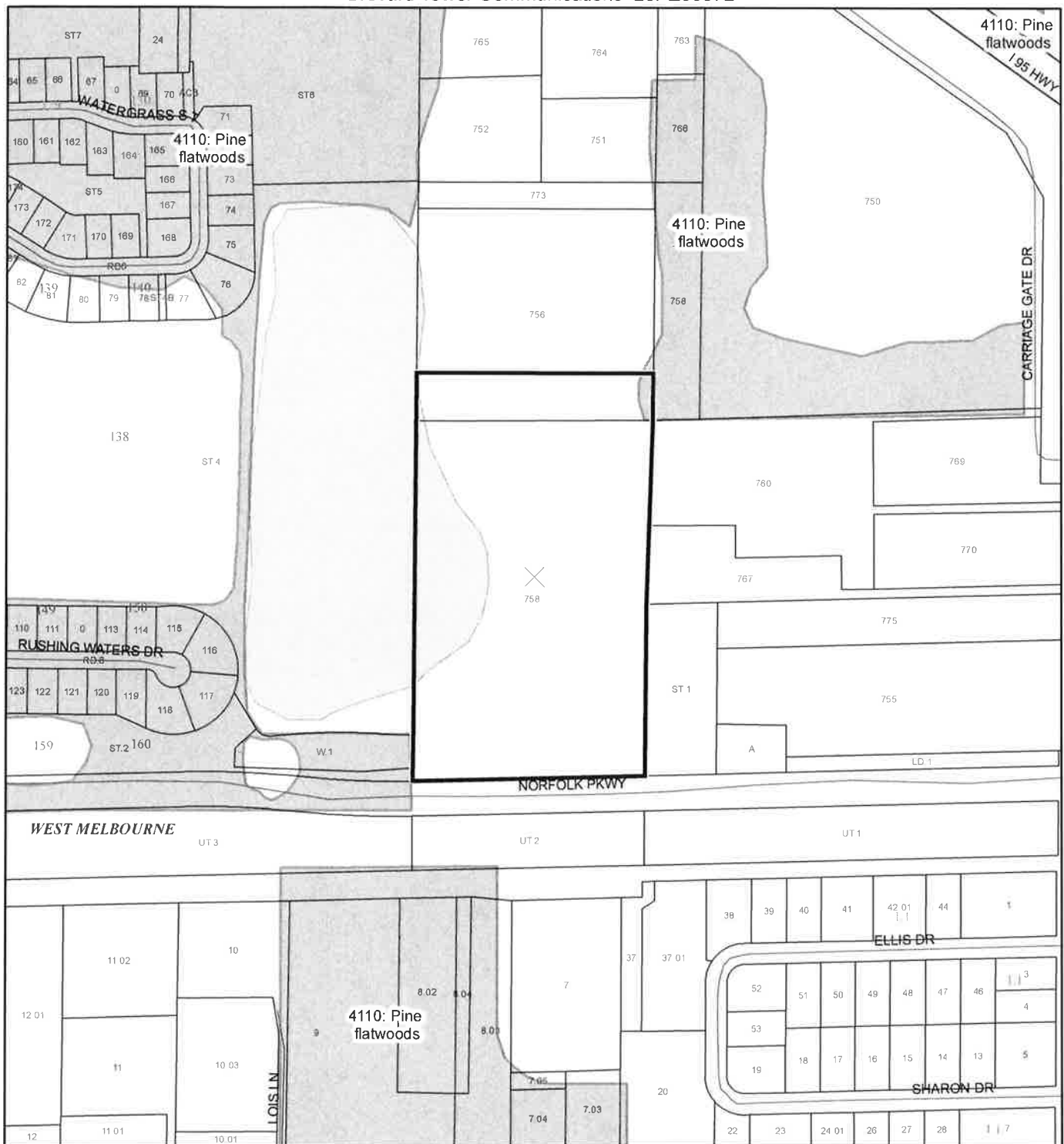
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/29/2020

- Subject Property
- Parcels
- Scrub Jay Occupancy

SJRWMD FLUCCS UPLAND FORESTS - 4000 Series MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072






1:4,800 or 1 inch = 400 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.

Produced by BoCC - GIS Date: 7/29/2020

SJRWMD FLUCCS Upland Forests

-  Upland Coniferous Forest - 4100 Series
-  Upland Hardwood Forest - 4200 Series
-  Upland Mixed Forest - 4300 Series
-  Tree Plantations - 4400 Series

 Subject Property  Parcels

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Applicant Submittals



BOARD OF COUNTY COMMISSIONERS

Planning and Development
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
321-633-2070

2020-2.1

**Application for Zoning Action, Comprehensive Plan Amendment, or
Variance**

Applications must be submitted in person. Please call 321-633-2070 for an appointment at least 24 hours in advance. Mailed, emailed, or couriered applications will not be accepted.

PZ # 20PZ00072

Existing FLU: NC & RES2 Existing Zoning: GU

Proposed FLU: CC Proposed Zoning: _____

PROPERTY OWNER INFORMATION

If the owner is an LLC, include a copy of the operating agreement.

<u>Jack Hurt</u>	<u>Brevard Tower Communications Inc.</u>		
Name(s)	Company		
<u>405 Newfound Harbor Drive</u>	<u>Merritt Island</u>	<u>FL</u>	<u>32952</u>
Street	City	State	Zip Code
<u>jhurt@cfl.rr.com</u>	<u>407-679-1748</u>		
Email	Phone	Cell	

APPLICANT INFORMATION IF DIFFERENT FROM OWNER:

☐ Attorney ☐ Agent ☒ Contract Purchaser ☐ Other _____

<u>Andy Gardner</u>	<u>Condev Properties, LLC</u>		
Name(s)	Company		
<u>921 N Pennsylvania Avenue</u>	<u>Winter Park</u>	<u>FL</u>	<u>32789</u>
Street	City	State	Zip Code
<u>andyg@condevfl.com</u>	<u>407-679-1748</u>		
Email	Phone	Cell	

①

APPLICATION NAME

- ☒ Large Scale Comprehensive Plan Amendment (CP) (greater than 10 acres)
- ☐ Small Scale Comprehensive Plan Amendment (CP) (less than 10 acres)
- ☐ Text Amendment (CP): Element _____
- ☐ Other Amendment (CP): _____
- ☐ Rezoning Without CUP (RWOC)
- ☐ Combination Rezoning and CUP (CORC)
- ☐ Conditional Use Permit (CUP)
- ☐ Binding Development Plan (BDP)
- ☐ Binding Development Plan (BDP) (Amendment)
- ☐ Binding Development Plan (BDP) (Removal)
- ☐ Variance(s) (V)
- ☐ Administrative Approval of Setbacks, Lot Size, or Accessory Structures
- ☐ Administrative Approval of Flag Lot or Easement
- ☐ Other Action: _____

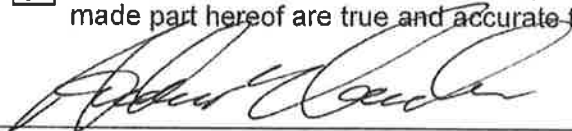
Acreage of Request: 17.5

Reason for Request:

Development for Storage Facility to include paving, stormwater, utilities and landscape.

The undersigned understands this application must be complete and accurate prior to advertising a public hearing:

- ☒ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the owner of the subject property of this application. (Notarized Authorization to Act must be submitted with application)
- ☒ An approval of this application does not entitle the owner to a development permit.
- ☒ I certify that the information in this application and all sketches and data attached to and made part hereof are true and accurate to the best of my knowledge.




Signature of Property Owner or
Authorized Representative

02/18/2020

Date

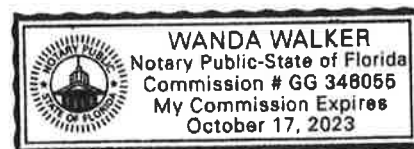
State of Florida
County of Brevard

Subscribed and sworn to me before me this 18th day of February, 2020
personally appeared Andrew Gardner, who is personally known to me or
produced personally known as identification, and who did / did not take an oath.



Notary Public Signature

Seal



Office Use Only:

Accela No. 20P100072 Fee: 7,859.00 Date Filed: 7/24/20 District No. 3

Tax Account No. (list all that apply) part of 2802674 + 2802676

Parcel I.D. No.

28 36 13 00 756
Twp Rng Sec Sub Block Lot/Parcel

Planner: Cheryl W. Campbell Sign Issued by: n/a Notification Radius: 500'

MEETINGS

DATE

TIME

☐ P&Z

☐ PSJ Board

☐ NMI Board

☒ LPA

☐ BOA

☒ BCC

October 19, 2020
tentative Jan. 11, 2021

Nov. 5, 2020
tentative Feb. 4, 2020

transmittal
3:00 p.m. Adoption

Transmittal
5:00 p.m. Adoption

Wetland survey required by Natural Resources ☐ Yes ☐ No Initials _____

Is the subject property located in a JPA, MIRA, or 500 feet of the Palm Bay Extension? NO

☒ Yes

☐ No

If yes, list Jeanne Allen

Location of subject property:

Description of Request:

Brevard County

Supplement to Comprehensive Plan Amendment Application

Planning and Zoning Office, 2725 Judge Fran Jamieson Way, Viera, FL 32940
(321) 633-2069



1. Type of Application:

_____ Small-scale Comprehensive Plan Future Land Use Map Amendment

X _____ Large-scale Future Land Use Map Amendment

_____ Comprehensive Plan Text Amendment

Plan Element(s) of Text Amendment request: _____

2. Applicant: Brevard Tower Communications Inc.

Staff Planner:

Cheryl W. Campbell

3. Comprehensive Plan Amendment Information:

Adopted Future Land Use Designation: NC & RES 2

Requested Future Land Use Designation: CC

Existing Zoning: GU (BU-2 requested)

Proposed Text Amendment (if applicable): Attach the proposed text amendment in a strike-thru/underlined format along with one copy on a CD in Microsoft Word, rtf or text format.

4. Description of Request/Justification: Must include a written statement explaining the rational and the appropriate data and analysis necessary to support the proposed change.

Text amendment supplemental information shall include any goal, objective, policy, implementation strategy, directive and any supporting data and analysis, including maps, figures and tables, and; (1) Identification of the particular element of the plan on which the request is based; and, (2) Citation of the existing language which is proposed to be changed; and, (3) Proposed rewording of the existing language or the wording of proposed new text.

subject property has a GU zoning with a RES 2 & NC land use. It is proposed to construct an RV and Boat Storage Facility. This will require a BU-2 Zoning. In order to be compatible, the land use must be revised to CC.

(use additional sheets if necessary)

ACCELA # _____

DOCUMENT SUBMITTAL REQUIREMENTS

Application type	Application	Authorization to Act Form ¹	Recorded Property Deeds	Legal Description of Request ²	Survey 11" x 17" (max. size) [✓]	Property Appraisers Map [✓]	Concurrency	School Concurrency ³	Wetland Survey ⁴	CUP Worksheet & Sketch ⁵	Comp Plan Information ⁶ [✓]	Notice to Applicants	Neighbors Affidavit ⁷	Letter to Zoning Official	Variance Hardship Worksheet ⁸	*Additional Documentation	Fees
NUMBER OF COPIES REQUIRED																	
Staff to check indicating receipt																	
Comprehensive Plan Amendment ⁶	1	1	1	2	2	1					1					*	Y
Zoning request	1	1	1	1	1 ⁸	1	1	1	1		1					*	Y
Conditional Use Permit (CUP)	1	1	1	1	1 ⁸	1				1		1					Y
AA – Waiver	1	1			1	1							1	1			Y
AA – Easement	1	1	1	1	4	1											Y
Variance	1	1	1	1	1	1									1	*	Y

¹Authorization to Act form is required, if other than the owner of record is making the application. If the property is not owned in entirety, by the applicant, either a Form "A", or a notarized letter must accompany the application giving written consent by all property owners of the subject property.

²Legal Description must be typed on a separate sheet, if not easily described on the deed.

³School Board Concurrency application is required if the request represents an increase of more than one residential unit.

⁴Wetland Survey required on Commercial or Industrial property.

⁵CUP applications require a completed worksheet and a sketch plan with the application signed by a planner.

⁶Must include Comprehensive Plan Amendment supplemental form reviewed by a planner prior to submitting formal application. The supplement must include a written statement explaining the rational and the appropriate data and analysis necessary to support the proposed change.

⁷Administrative waivers requiring a signed affidavit from all abutting property owners indicating no objection to the requested waiver of lot size, width or depth requirement. The affidavit must state the specific request.

⁸Survey must be submitted if requested by staff.

⁹Variance Hardship Worksheet must be filled out completely, addressing the six criteria for a hardship.

*Additional information may be requested by staff dependent upon the requested action. These include but are not limited to impact analysis studies:

Traffic Impact Analysis (TIA): TIA must be submitted if required by the County Traffic Engineer. Analysis methodology must be coordinated with the Traffic Engineering Office.

Environmental Impact Analysis: The analysis must be conducted by a qualified environmental professional and dated less than one year old. The analysis must document the types of habitat found on site; identify vegetation types, soils types, wetlands, floodplain; and any other environmental concerns.

Water and Sewer Demand: Identify the potable water and sanitary sewer demand for the amendment based on the current and proposed future land use designations using the per capita water and wastewater standards of the applicable service provider.

(6)

CALCULATION OF PUBLIC HEARING APPLICATION FEES -ZONING OFFICE

PUBLIC HEARING APPLICATION FEES	BASE FEE	ACREAGE FEE	UNIT FEE	SUB-TOTAL
REZONING				
Environmental Area	511.00			
Residential Professional	960.00			
General Use and Agricultural Use	849.00*	(-5) x 24**		
Single-Family Residential	849.00*	(-5) x 24**		
Single-Family Mobile Home	849.00*	(-5) x 24**		
Commercial/Planned Commercial	1,184.00	() x 24		
Tourist Commercial	1,855.00	() x 45		
Industrial/Planned Industrial	1,855.00	() x 45		
Planned Unit Development	5,661.00	() x 45		
Single-Family Attached Residential	960.00	() x 24		
Multiple-Family Residential	960.00	() x 24		
Recreational Vehicle Park	1,408.00	() x 24		
Mobile Home Park/Mobile Home Co-op	1,408.00	() x 24		
CUP'S OR ROU APPLICATIONS				
Fee per request (with rezoning)	447.00			
Fee per request (without rezoning)	849.00			
OTHER APPLICATION FEES				
Consultant fee Retainer per Tower Application	6,934.00			
Transfer of Development Rights	1,520.00			
Comprehensive Plan Appeals (Vested Rights)				
One (5.0 acres or less) Single-family residential	433.00			
All other Appeals	1,733.00			
Variance/Appeals of Administrative Interpretation				
Base Fee	598.00			
Fee for each additional request	182.00			
Special Hearing Fee for P & Z / LPA	3,892.00			
Special Hearing Fee for BOA	1,872.00			
All Other Unlisted Zoning Applications	849.00			
Miscellaneous				
COMPREHENSIVE PLAN AMENDMENTS				
Small Scale Amendment	919.00			
Large Scale Amendment	1,785.00			
Maximum Fee on a Single Application	17,334.00			
FEES COLLECTED FOR ADMINISTRATIVE ACTIONS				
Office of Natural Resources zoning review (if applicable)	300.00			
flag lot &/or easement review	360.00			
Land Development PUD review	100.00			
flag lot &/or easement review	150.00			
Address Assignment review of flag lot &/or easement	100.00			
Zoning fee	277.00			
BASE FEE ADJUSTMENTS				
* If area for these requests have the potential for only one more lot, the fee is	288.00			
** Maximum acreage fees for these requests shall be	2,240.00			
*** Maximum Planned Unit Development Fee shall be	13,432.00			
**** Maximum fee for all other zoning requests shall be	8,955.00			
TOTAL				<u>7,059</u>

Out of Cycle
\$43 per acre
(18 acres)
SUB-TOTAL *****
5,000.00
4,785.00
774.00



Planning & Development
Central Cashier
2725 Judge Fran Jamieson Way
Building A, Room 114
Melbourne, FL 32940

RECEIPT OF PAYMENT

Payment Date: 7/24/2020
Receipt #: 572309
Transaction Id# 236

Payment Method	Payment Reference #	Amount Paid	Comments
Check	236	\$7,859.00	
		\$7,859.00	Total

FL

PZ Miscellaneous Fees \$7,859.00

20PZ00072

Fee	Invoice #	Amount
Comprehensive Plan	671795	\$7,559.00
NRMO	671795	\$300.00

Grand Total \$7,859.00

Additional Fees may apply to obtain a Certificate of Completion, a Certificate of Occupancy, Pre-Power, or Final Inspection.
To verify fees please visit the Brevard County Planning & Development Search.

www.brevardcounty.us/PlanningDev

P (321) 633-2068 F (321) 633-2052

8

ENCLOSURE

IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT IN
AND FOR BREVARD COUNTY, FLORIDA

CASE NO. 92-06951-CA-C

MELBOURNE FILL & MATERIAL, INC.
a Florida Corporation,

Plaintiff/s,

vs.

GCOM, INC., a Florida Corporation,
CELLCOMM, INC., a Florida Corporation,
a/k/a CELLCOM, INC., a Florida Corporation,
JAY B. STAGGS, a/k/a J. B. STAGGS,
and PEGGY STAGGS, Jointly and Severally,

Defendant/s.

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. _____ # Names _____
Trust Fund _____ Rec Fee _____
Stamp-Deed 5.60 Excise RE
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund _____

RECORDED
OF CIR. CT.
AND CO. FLA.

CERTIFICATE OF TITLE

The undersigned Clerk of the Court does hereby certify
that she executed and filed a Certificate of Sale in this action
on MARCH 3, 1993, for the real property described herein,
and that no objections to the sale have been filed within the time
allowed for filing objections.

The following property located in Brevard County, Florida
and legally described as follows:

Parcel #1

The South 1/2 of East 1/2 of Northwest 1/4 of the Southeast
1/4, Section 13, Township 28 South, Range 36 East, consisting of
10 acres more or less; and a 20 foot easement running North/South
along the East line of the Northwest 1/4 of the Southeast 1/4 of
Section 13, Township 28 South, Range 36 East, commencing from the
Northeast corner of the Northwest 1/4 of the Southeast 1/4 of
Section 13, Township 28 South, Range 36 East and running South to
the South 1/2 of the East 1/2 of the Northwest 1/4 of the Southeast
1/4 of Section 13, Township 28, Range 36 East.

TW28 RG36 SC13 SD00 Blck 756

103
RETURN TO:
BANK OF AMERICA

BK3277PG0924

65
2

352448

93 MAR 26 PM 4:33

Parcel #2

The East Half of the SW 1/4 of the SE 1/4 of Section 13, and West 132 feet of the Northeast 1/4 of the Southeast 1/4 of Section 13, all in Township 28 South, Range 36 East, lying and being in Brevard County, Florida, less and except canal #65 right of way described in ORB 1328, Page 84.

TW28 RG36 SC13 SD00 Blck 758 and 758.1

Parcel #3

The South one-half of the North one-half of the West 132 feet of the northeast quarter of the southeast quarter of Section 13, Township 28 South, Range 36 East, Brevard County, Florida.

TW28 RG36 SC13 SD00 Blck 766

Also an easement over the East 60 feet of West 192 feet of NE 1/4 of SE 1/4 of Section 13, Township 28 South, Range 36 East as recorded in ORB 2028, Page 716, Public Records of Brevard County, Florida.

TOGETHER with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage.

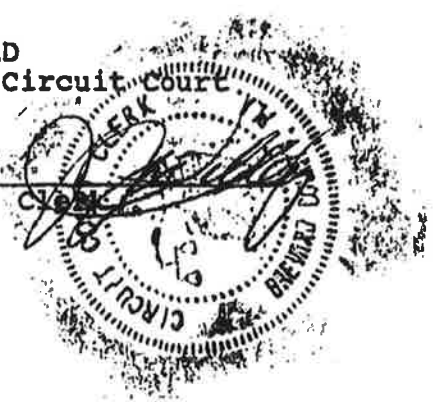
was sold to BREVARD TOWER COMMUNICATIONS, INC., a Florida corporation,

whose address is 2198 West King Street, Cocoa, Florida 32926.

WITNESS my hand and the seal of the Court this 25 day
of MARCH 1993.

SANDY CRAWFORD
Clerk of the Circuit Court

By _____
Deputy Clerk



BK3277PG0925

10

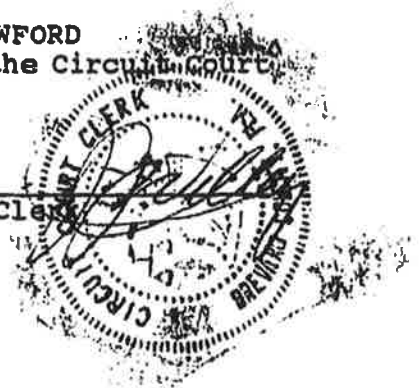
I HEREBY CERTIFY that a true and correct copy of the foregoing has been mailed to all parties as follows:

THOMAS E. SHINE, ATTORNEY AT LAW
905 Sarno Road - Suite A
Melbourne, Florida 32935

ALBERT S. LAGANO, ATTORNEY AT LAW
1900 Palm Bay Road, NE - Suite G
Palm Bay, Florida 32905-7538

SANDY CRAWFORD
Clerk of the Circuit Court

By _____
Deputy Clerk



BK B277 PG 0926

(11)

AUTHORIZATION TO ACT ON BEHALF OF OWNER

BREVARD COUNTY LAND DEVELOPMENT REVIEW SECTION



I, Jack Hurt - Brevard Tower Communications being the owner of Norfolk Warehouses
(Print Name) (Project Name)

authorize Andy Gardner - Condev Properties, LLC. to act on my
(Person and Company Name)

behalf in the submittal of the attached development plan.

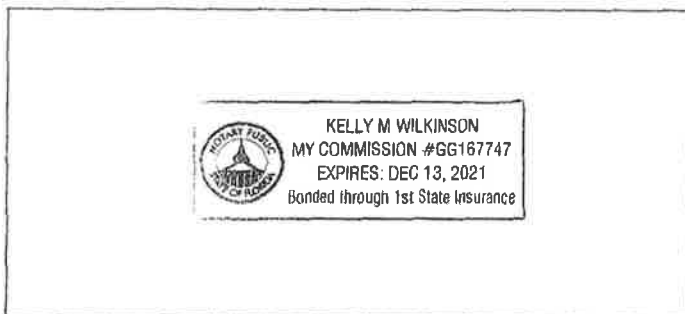
Jack Hurt
Signature

Vice President
Title

STATE OF FL.

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 4th day of Feb, 20 20,
by Jack Hurt who is personally known to me or has produced
as identification and who did (did not) take an oath.



Kelly M. Wilkinson
Signature of Notary Public
Dec. 13, 2021
Commission Expires

Please place Notary Seal in above box.

AUTHORIZATION TO ACT ON BEHALF OF OWNER

BREVARD COUNTY LAND DEVELOPMENT REVIEW SECTION



I, Jack Hurt - Brevard Tower Communications being the owner of Norfolk Warehouses
(Print Name) (Project Name)

authorize Bruce A. Moia - MBV Engineering, Inc. to act on my
(Person and Company Name)

behalf in the submittal of the attached development plan.

Signature

Vice President

Title

STATE OF FL.

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of FEB., 20 20,
by Jack Hurt who is personally known to me or has produced
as identification and who did (did not) take an oath.



Signature of Notary Public

Commission Expires

Please place Notary Seal in above box.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into by and between BREVARD TOWER COMMUNICATIONS, INC., a Florida corporation ("Seller") and CONDEV PROPERTIES, LLC, a Florida limited liability company, its successors and/or assigns ("Purchaser") as of October 24th, 2019 (the "Agreement Date").

RECITALS:

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 **BASIC INFORMATION**

Section 1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

- (a) Brokers: Jeff Robison of Lightle, Beckner & Robison.
- (b) Closing Date: The date that is thirty (30) days after Purchaser's receipt of Permits and Approvals.
- (c) Earnest Money: (such amount, together with interest thereon, if any, is hereinafter sometimes called the "Initial Earnest Money"), to be deposited in accordance with Section 3.1, to be increased by such amount, together with interest thereon, is hereinafter sometimes called the "Additional Earnest Money") to pursuant to Section 3.1. The Initial Earnest Money and the Additional Earnest Money are hereinafter sometimes collectively called the "Earnest Money."

- (d) Effective Date: The date on which this Agreement is executed by the latter to sign of Purchaser or Seller, as indicated on the signature page of this Agreement, and written evidence of such execution is delivered to the other party.
- (e) Escrow Agent: Swann Hadley Stump Dietrich & Spears, P.A.
200 E. New England Avenue, Suite 300
Winter Park, Florida 32789
Attn: D. Paul Dietrich II, Esq.
Phone: (407) 647-2777
Fax: (407) 647-2157
Email: pdietrich@swannhadlcom
- (f) Property Information Delivery Date: The date which is five (5) days after the Effective Date.
- (g) Inspection Period: The period beginning on the Effective Date and ending at 5:00 p.m. eastern standard time on that date which is ninety (90) days after the Effective Date.
- (h) Purchase Price:
- (i) Title and Survey Review Period: The period ending ten (10) days after Purchaser's receipt of the Initial Title Commitment and the Initial Survey, but in any event not later than five (5) Business Days prior to the expiration of the Inspection Period.
- (j) Title Company: Fidelity National Title Insurance Company

Section 1.2 Notice Addresses:

Purchaser:

CONDEV PROPERTIES LLC
1353 Palmetto Ave., Suite 200
Winter Park, Florida 32789
Attn: Mr. Peter Gardner
Telephone: 407-679-1748
Facsimile: 407-679-3120
Email: peterg@condevfl.com
bobbyg@condevfl.com

Copy to:

Swann Hadley Stump Dietrich & Spears, P.A.
200 E. New England Avenue, Suite 300
Winter Park, Florida 32789
Attn: D. Paul Dietrich II, Esq.
Phone: (407) 647-2777
Fax: (407) 647-2157
Email: pdietrich@swannhadley.com

Seller:

BREVARD TOWER
COMMUNICATIONS, INC.
405 Newfound Harbor Drive
Merritt Island, Florida 32952
Attention: P. Rodney Jackson

Copy to:

Attn: P. Rodney Jackson
700 Virginia Street, East
Suite 400
Charleston, West Virginia 25301
Telephone: 843-870-6879
Facsimile: 304-344-9566
E-mail: prodjackson27@yahoo.com

ARTICLE 2
PROPERTY

Section 2.1 Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, the following property (collectively, the "Property"):

(a) Real Property. The approximately 18.11 gross acres of land located along Norfolk Parkway, situated in Brevard County, Florida, described in Exhibit A hereto (the "Land"), together with (1) all improvements located thereon (the "Improvements"), (2) all and singular the rights, interests, benefits, privileges, easements, rights of way, licenses, appurtenances and any other rights, privileges, benefits tenements, hereditaments, and appurtenances thereon or in any way appertaining or running with title to, or in any way related to, the Land; (3) all land use or other consents, authorizations, variances, waivers, warranties, licenses, permits, approvals, impact fee credits, pre-paid impact fees, utility commitments or hook-up rights, drainage and detention rights, development orders, vested rights agreements or any other entitlements issued or granted by or from any governmental authority with respect to the Land, and all other intangible rights which are appurtenant to the Land; and (4) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "Real Property").

(b) Intangible Personal Property. All of Seller's intangible personal property related to the Real Property and the Improvements, including: (1) active warranties and guaranties (if any and to the extent assignable); (2) contract rights related to the operation or ownership of the Real Property, if any (but only to the extent assignable and only to the extent Seller's obligations thereunder are expressly assumed by Purchaser pursuant to this Agreement); (3) governmental permits, approvals, licenses, or similar documents, if any (to the extent assignable and only to the extent applicable to the Land); and (4) all utility deposits, if any, to the extent assignable (collectively the "Intangible Personal Property").

ARTICLE 3 EARNEST MONEY

Section 3.1 Deposit and Investment of Earnest Money. Within three (3) days after the Effective Date, Purchaser shall deposit the Initial Earnest Money with Escrow Agent. If upon the expiration of the Inspection Period, this Agreement is still in force and effect, Purchaser shall be required within three (3) days from the expiration of the Inspection Period to deposit the Additional Earnest Money as specified in Section 1.1(c) with Escrow Agent. At the subsequent written direction of both parties, Escrow Agent shall invest the Earnest Money in an interest-bearing account. Such account shall have no penalty for early withdrawal. Except as expressly set forth herein to the contrary, the Initial Earnest Money shall become nonrefundable upon the expiration of the Inspection Period if Purchaser does not notify Seller in writing on or before the expiration of the Inspection Period that Purchaser elects to terminate this Agreement. Except as expressly set forth herein to the contrary, the Earnest Money shall become nonrefundable upon Purchaser obtaining the Permits and Approvals (as defined in Section 6.1). Notwithstanding the prior sentence, if the transaction fails to close because of Seller's default under this Agreement or failure of a condition precedent to Purchaser's obligations to close other than due to a default or breach by Purchaser, the Earnest Money shall be disbursed to Purchaser as otherwise provided in this Agreement. If the transaction fails to close for any other reason, the Earnest Money shall be disbursed to Seller or Purchaser, as the case may be, as otherwise provided in this Agreement. If the transaction closes in accordance with the terms of this Agreement, then Escrow Agent shall deliver the Earnest Money to Seller at Closing as payment towards the Purchase Price.

Section 3.2 Independent Consideration. Seller and Purchaser acknowledge and agree that Purchaser's agreement to perform its obligations under this Agreement, including the obligation to deposit any portion of the Earnest Money, is adequate and sufficient consideration to support this Agreement, notwithstanding Purchaser's termination rights hereunder.

Section 3.3 Form; Failure to Deposit. The Earnest Money shall be in the form of a wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement upon three (3) days' advance written notice to Purchaser at any time prior to the date on which Purchaser deposits such portion of the Earnest Money, in which event all Earnest Money previously paid by Purchaser shall be disbursed to Seller and the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

Section 3.4 Disposition of Earnest Money. The Earnest Money shall be applied as a credit to the Purchase Price at Closing and otherwise held and disbursed as specifically set forth in this Agreement. In the event of a dispute among the parties regarding the disposition of the Earnest Money, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys' fees and costs and Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4 DUE DILIGENCE

Section 4.1 Due Diligence Materials To Be Delivered. To the extent in Seller's possession, Seller shall deliver, or cause to be delivered, or has delivered, or provided on a data site established by the Seller (the "Data Site"), to Purchaser the documents and information listed on Exhibit "B" attached hereto (collectively, the "Property Information") on or before the Property Information Delivery Date.

Section 4.2 **Physical Due Diligence.** Commencing on the Effective Date and continuing until the Closing, subject to the rights of Tenants, if any, Purchaser and its agents and representatives shall have reasonable access to the Property at all reasonable times during normal business hours, after reasonable advance notice to Seller, for the purpose of conducting inspections and tests, including surveys, engineering, geotechnical and environmental inspections and other tests; provided, Seller shall have the right to accompany Purchaser (or have a representative of Seller accompany Purchaser) on any of such inspections.

Section 4.3 **Due Diligence/Termination Right.** Purchaser shall have until 5:00 p.m. eastern standard time on the last day of the Inspection Period in which to examine, inspect, and investigate the Property Information and the Property and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Purchaser may terminate this Agreement for any reason or no reason at all by sending written notice thereof to Seller on or before the 5:00 p.m. eastern standard time on the last day of the Inspection Period. In addition, Purchaser shall be deemed to have accepted the Property and elected to proceed to Closing under this Agreement, subject to the conditions precedent thereto as set forth in Article 6, unless Purchaser delivers to Seller written notice of Purchaser's election to terminate this Agreement (the "**Due Diligence Termination Notice**") on or before 5:00 p.m. eastern standard time on the last day of the Inspection Period. Unless Purchaser timely delivers a Due Diligence Termination Notice pursuant to this Section 4.3, then upon expiration of the Inspection Period, this Agreement shall continue in full force and effect, and Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.3. In the event Purchaser timely delivers a Due Diligence Termination Notice pursuant to this Section 4.3, the Earnest Money shall be returned to Purchaser.

Section 4.4 **Purchaser's Responsibilities.** In conducting any inspections, investigations or tests of the Property and/or the Property Information, Purchaser and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not damage any part of the Property or any personal property owned or held by any Tenant or any third party; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (g) repair any damage to the Real Property resulting directly from any such inspection or tests.

Section 4.5 **Purchaser's Agreement to Indemnify.** Purchaser indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Purchaser's inspections or tests permitted under this Agreement or any violation of the provisions of Section 4.2 and Section 4.4. Purchaser's obligations under this Section 4.5 shall survive the termination of this Agreement and shall survive the Closing for a period of six (6) months.

ARTICLE 5 TITLE AND SURVEY

Section 5.1 **Title Commitment.** Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser, at Seller's cost, a standard owner's preliminary title commitment (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price, describing the Land, showing the Purchaser as the proposed insured, contain the commitment of the Title Company to insure Purchaser's fee simple interest in the Property upon the Closing, and show that title to the Property is good and marketable and insurable subject only to those liens, encumbrances, exceptions or qualifications which are permitted as set forth in this Agreement; and which shall have legible copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

Section 5.2 Survey. Seller shall provide Purchaser with a copy of an existing survey of the Land, if any. At Purchaser's sole cost and expense, Purchaser may obtain a new survey from a surveyor of Purchaser's choice (the "Survey") prepared and certified as to all matters shown thereon by a surveyor licensed in the state where the Land is located and otherwise acceptable to Purchaser. Purchaser shall deliver a copy of the Survey to Seller promptly upon Purchaser's receipt of same.

Section 5.3 Title Review. At any time and from time to time during the Title and Survey Review Period, Purchaser may object in writing ("Purchaser's Objection Notice") to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Purchaser so objects shall be "Non-Permitted Exceptions"; if no such objection notice is given during the Title and Survey Review Period, except as otherwise provided below, all matters reflected by the Survey and Title Commitment shall be "Permitted Exceptions". Seller may, but shall not be obligated to, at its sole cost and expense, cure, or remove or have the Title Company insure around (or commit in writing to do so by Closing), in a manner reasonably acceptable to Purchaser, some or all Non-Permitted Exceptions, and give Purchaser written notice thereof ("Seller's Cure Notice") within five (5) Business Days after Seller receives the Purchaser's Objection Letter; provided, however, Seller, at its sole cost and expense, shall be obligated to cure, remove or, if approved by Purchaser in its sole discretion, insure around by Closing all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other monetary liens and encumbrances against the Property arising by, through or under Seller (other than the liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Purchaser objects thereto during the Title and Survey Review Period (the "Monetary Liens"), and all such matters shall be deemed Non-Permitted Exceptions. In the event that Seller does not deliver a Seller's Cure Notice within the aforesaid required time period, then Seller shall be deemed to have elected not to cure all matters set forth in Purchaser's Objection Notice. If Purchaser is not satisfied with the matters that Seller has agreed and not agreed to cure in Seller's Cure Notice or if Seller does not deliver a Seller's Cure Notice within the required time period, then Purchaser may, as its sole and exclusive remedy elect, on or before the end of the Inspection Period, to either (a) terminate this Agreement and recover the Earnest Money by providing written notice of termination to Seller, and neither Purchaser nor Seller shall thereafter have any obligations under this Agreement except those that expressly survive the termination of this Agreement, or (b) purchase the Property subject to the Non-Permitted Exceptions (other than Monetary Liens), in which event such Non-Permitted Exceptions (other than Monetary Liens) shall thereafter be Permitted Exceptions. If Purchaser fails to terminate this Agreement on or before the end of the Inspection Period, Purchaser shall be deemed to have accepted the Title Commitment and Survey in their then current conditions, subject to Seller's commitment to resolve the matters raised in Purchaser's Objection Notice that Seller agreed to cure in the Seller's Cure Notice, and all exceptions remaining in the Title Commitment shall be Permitted Exceptions (other than Monetary Liens).

Purchaser shall have the right to have the Title Commitment and Survey updated until the date of Closing and if, between the end of the Title and Survey Review Period and Closing, Purchaser receives notice of additional liens, encumbrances or other matters not reflected in the initial Title Commitment or Survey or otherwise becomes aware of such matters, Purchaser may submit an additional Purchaser's Objection Notice ("Additional Purchaser's Objection Notice") regarding such additional Non-Permitted Exceptions, provided that Purchaser must deliver said Additional Purchaser's Objection Notice within five (5) Business Days of receiving notice about or becoming aware of such additional matter and, in the absence of the provision of any such Additional Purchaser's Objection Notice within such time period, such additional matter shall be deemed to be a Permitted Exception (unless such exception is a Monetary Lien). Seller may, but shall not be obligated to, at its sole cost and expense, commit to cure, remove or insure around by Closing, in a manner reasonably acceptable to Purchaser, any or all Non-Permitted Exceptions raised in the Additional Purchaser's Objection Notice and give Purchaser written notice thereof by way of an additional Seller's Cure Notice ("Additional Seller's Cure Notice") delivered within five (5) Business Days after its receipt of Purchaser's Additional Purchaser's Objection Notice with respect to such additional

matter. If Purchaser is not satisfied with the matters that Seller has agreed and not agreed to cure in the Additional Seller's Cure Notice or if Seller does not deliver an Additional Seller's Cure Notice within the required time period (in which event Seller shall be deemed to have elected to cure none of the matters contained within the Additional Purchaser's Objection Notice) and such additional matters arose by, through or under Seller and would adversely affect the title to the Property, then Purchaser may, on or before the date which is two (2) Business Days after receipt of Seller's Additional Cure Notice (or if no notice is given, then within two (2) Business Days after the expiration of the period within which Seller was to deliver an Additional Seller's Cure Notice) but in no event later than the Closing Date, as its sole and exclusive remedy elect to either (a) terminate this Agreement and recover the Earnest Money by providing written notice of termination to Seller, and neither Purchaser nor Seller shall have thereafter any obligations under this Agreement except those that expressly survive the termination of this Agreement, or (b) purchase the Property subject to the Non-Permitted Exceptions (other than Monetary Liens), in which event such Non-Permitted Exceptions (other than Monetary Liens) shall thereafter be Permitted Exceptions.

Section 5.4 **Delivery of Title Policy at Closing.** In the event that the Title Company does not issue at Closing, or unconditionally commit at Closing, to issue, to Purchaser, due to no fault of Purchaser, an owner's title policy in accordance with the Title Commitment, insuring Purchaser's title to the Property in the amount of the Purchase Price, subject only to the standard exceptions and exclusions from coverage contained in such policy and the Permitted Exceptions (the "**Title Policy**"), Purchaser shall notify Seller as soon as possible prior to Closing, and Seller may at its option adjourn the Closing for up to but not more than fifteen (15) days to try to resolve such issues with the Title Company. If at Closing, as such Closing may have been adjourned by Seller as provided herein, Title Company still shall not issue, or unconditionally commit to issue to Purchaser such title policy due to no fault of Purchaser, then Purchaser shall have the right to terminate this Agreement, in which case Earnest Money shall be immediately returned to Purchaser and the parties hereto shall thereafter have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

ARTICLE 6 PURCHASER'S CONDITIONS PRECEDENT

Section 6.1 **Permits and Approvals.** Purchaser's obligation to proceed with the transaction contemplated by this Agreement is contingent upon Purchaser obtaining from Brevard County the final, non-appealable, permits and approvals which are necessary for Purchaser's development of the Property for Purchaser's Intended Use, and shall include without limitation, land use amendment, rezoning, site plan and engineering approvals (collectively, the "**Permits and Approvals**"). The Purchaser's intended use for the property is as a storage facility (the "**Intended Use**"). The Purchaser shall commence application for the Permits and Approvals within sixty (60) days of the Effective Date and shall have two hundred and seventy (270) days after the Inspection Period in which to obtain the Permits and Approvals (the "**Permits and Approvals Period**"). If the Purchaser shall fail to obtain the Permits and Approvals on or before the end of the Permits and Approvals Period, then Purchaser shall have the right and option to either (i) waive the condition and proceed with Closing by delivering written notification of such waiver and election to Seller within one (1) business day after expiration of the Permits and Approvals Period or (ii) terminate this Agreement by delivering written notification of such termination to Seller, in which event, and provided there is no default by Purchaser hereunder, the Earnest Money shall be refunded to Purchaser, and this Agreement shall be deemed terminated and shall be null and void without recourse to either party hereto, except for those obligations which expressly survive the termination of this Agreement.

Section 6.2 **Cooperation.** Purchaser and Seller recognize that the ability to perform under this Agreement will require cooperation among them. Accordingly Purchaser and Seller shall reasonably cooperate with each other and with the governmental authorities in an effort to obtain the Permits and Approvals as quickly as possible. To the extent required by the applicable governmental authorities, Seller agrees to join in on the execution of any application required in order to apply for the Permits and Approvals

or any other approvals (or file such application individually if the relevant governmental authority shall so require). For purposes of this Agreement, Seller agrees, subject to Seller's approval, which approval shall not be unreasonably withheld, to execute and join in (or cause such other necessary party to execute and join in) on any applications within five (5) Business Days from written request for same by Purchaser. Seller further agrees to cooperate as reasonably necessary with Purchaser in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise cooperating with the efforts of Purchaser to obtain the agreements, assurances, approvals and permits required by Purchaser without additional cost or obligation to Purchaser. Purchaser shall be obligated to pay the cost and expense of obtaining the Permits and Approvals and Seller shall have absolutely no obligation or liability with regard to same, except to cooperate with the efforts of Purchaser to obtain the agreements, assurances, approvals and permits required by Purchaser as set forth above. Furthermore, after the Effective Date hereof and prior to Closing, Seller agrees not to record any documents affecting title to the Property without first providing Purchaser with the opportunity to review and approve same, with such approval not to be unreasonably withheld, conditioned or delayed by Purchaser; however, such review and approval rights of Purchaser shall not be applicable to any documents to be recorded which are expressly contemplated by this Agreement.

ARTICLE 7 OPERATIONS AND CONDEMNATION

Section 7.1 Ongoing Operations. From the Effective Date through Closing:

(a) New Contracts. Seller will not enter into any contract that could be an obligation affecting the Property subsequent to the Closing, unless (1) Seller obtains Purchaser's prior written approval (which approval may be withheld in Purchaser's sole and absolute discretion) or (2) such contract is of the type that is entered into in the ordinary course of business and is terminable without cause and without the payment of any termination penalty on not more than thirty (30) days' prior notice.

(b) No New Encumbrances. Except as contemplated and required by this Agreement, after the Effective Date, Seller shall not, without the prior written consent of Purchaser (which consent may be withheld in Purchaser's sole and absolute discretion), grant, permit or otherwise create or consent to the creation of any easement, subdivision plat, restriction, restrictive covenant, lien, assessment, or encumbrance affecting any portion of the Property which would survive the Closing contemplated hereunder.

(c) Preservation Of Representations And Warranties. Seller shall take no affirmative action, nor shall it neglect to take some action in the reasonable course of business, that would cause any of its Representations And Warranties to become untrue in the course of this Agreement.

Section 7.2 Condemnation. If proceedings in eminent domain are instituted with respect to the Property or any portion thereof, Seller shall promptly give Purchaser written notice thereof (including a reasonably detailed description of the portion of the Property affected thereby), and if (and only if) such condemnation would (i) materially adversely affect the ability of Purchaser to use the Property in the manner and for the purpose as required by the Intended Use, (ii) would permanently block access between the Property and a public right of way, or (iii) would materially adversely affect the value of the Property, Purchaser may, at its option, by written notice to Seller given within fifteen (15) days after Seller notifies Purchaser of such proceedings (but in all events prior to the Closing Date), either: (a) terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event (and in the event that there is a condemnation that does not permit Purchaser to terminate this Agreement) Seller shall, at the Closing,

assign to Purchaser its entire right, title and interest in and to any condemnation award and shall credit Purchaser for any such award received by Seller after the Effective Date, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 8 CLOSING

Section 8.1 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur either through mail or in person on the Closing Date through an escrow with Escrow Agent. Funds shall be deposited into and held by Escrow Agent in a closing escrow account. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

Section 8.2 Conditions to Purchaser's Obligation to Close. In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transactions contemplated hereunder is conditioned upon the following:

(a) Representations and Warranties. Except as set forth on the Exhibits to this Agreement, information provided on the Data Site, delivered to Purchaser, or otherwise expressly provided herein, Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date, as modified by any Pre-Closing Disclosures (hereinafter defined). Seller agrees that, should Seller become aware of any fact, matter or circumstance that would make any of Seller's representations or warranties contained herein untrue or incorrect in any material respect, then Seller will provide written notice thereof to Purchaser prior to Closing (any such disclosure being referred to as a "Pre-Closing Disclosure"). If Seller makes any material adverse Pre-Closing Disclosure to Purchaser, or if Purchaser otherwise gains knowledge that one of Seller's representations or warranties becomes untrue or incorrect and same has a material adverse effect on the Property, then within five (5) days after Purchaser's receipt of such Pre-Closing Disclosure or Purchaser's notice of such untrue or incorrect representation or warranty (but in no event later than Closing), Purchaser may, as its sole and exclusive option, either (a) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser and the parties will be released and relieved from all obligations hereunder, except those which expressly survive a termination of this Agreement, or (b) proceed towards Closing. Purchaser's knowledge shall be deemed to include the information provided (i) on the Exhibits to this Agreement or otherwise set forth in this Agreement and (ii) the documents and instruments applicable to the Property posted to the Data Site or otherwise delivered to Purchaser prior to the Closing Date.

(b) Obligations Performed. As of the Closing Date, Seller shall have performed all of its obligations under this Agreement.

Section 8.3 Seller's Deliveries in Escrow. No later than the Closing Date, Seller, at its sole cost and expense, shall deliver in escrow to Escrow Agent the following:

(a) Deed. A special warranty deed in the form reasonably approved by Seller and Purchaser (the "Deed") acceptable for recordation under the law of the state where the Property is located, including a list of Permitted Exceptions to which the conveyance shall be subject, executed and acknowledged by Seller, conveying to Purchaser Seller's interest in the Real Property.

(b) Bill of Sale, Assignment and Assumption. A Bill of Sale, Assignment and Assumption in a form reasonably approved by Seller and Purchaser (the "Assignment"), executed and

acknowledged by Seller, assigning, conveying and transferring to and vesting in Purchaser all of the Property (other than the Land and Improvements) without warranty. At Purchaser's request, Seller shall also deliver a separate Assignment of Development Rights and/or Intangible Personal Property, applicable to the real property, in accordance with the terms of this Agreement.

(c) **Title Affidavit.** A title affidavit in a form reasonably approved by Seller and Purchaser, or as otherwise reasonably required by the Title Company, hereto executed and acknowledged by Seller.

(d) **FIRPTA.** A Foreign Investment in Real Property Tax Act affidavit in the form reasonably approved by Seller and Purchaser and executed by Seller.

(e) **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company and the underwriter for the Title Policy.

(f) **Additional Documents.** Any additional documents that Purchaser, Escrow Agent, or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

Section 8.4 **Purchaser's Deliveries in Escrow.** No later than the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

(a) **Bill of Sale, Assignment and Assumption.** The Assignment, executed and acknowledged by Purchaser.

(b) **Additional Documents.** Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

Section 8.5 **Closing Statements.** As soon as reasonably practicable on the Closing Date, Seller and Purchaser shall deposit (with the parties agreeing that facsimile or emailed signatures are acceptable) with Escrow Agent executed closing statements consistent with this Agreement.

Section 8.6 **Purchase Price.** At or before 2:00 p.m., eastern standard time, on the Closing Date, Purchaser shall deliver, or caused to be delivered, to Escrow Agent the Purchase Price, plus or minus applicable prorations or adjustments, including, but not limited to, at the Closing, (a) the Earnest Money being credited against the Purchase Price and paid by the Escrow Agent to Seller in immediately available funds, (b) prorations as set forth in Section 9.1, (c) closing costs as allocated in Section 9.2, and (d) adjustments as provided in Section 9.3.

Section 8.7 **Possession.** Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Permitted Exceptions and the rights of the Tenants in possession of the Property.

ARTICLE 9

PRORATIONS, COMMISSIONS, IMPACT FEE CREDITS

Section 9.1 **Prorations.** At Closing, the following items shall be prorated (based upon the actual number of days in the month of Closing) as of the date of Closing with all items of income and expense for the Property being borne by Purchaser from and after (but including) the date of Closing: tenant receivables and other income and rents; fees and assessments; prepaid expenses and obligations under service contracts; accrued operating expenses; real and personal ad valorem taxes ("Taxes"); and any

assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

(a) **Taxes.** If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing (at the maximum discount allowable) which taxes, notwithstanding anything to the contrary contained in this Agreement, and when actual figures are available, an adjustment will be made after Closing as required by this Agreement.

Section 9.2 Closing Costs. Closing costs shall be allocated between Seller and Purchaser and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment or updates required to be delivered pursuant to <u>Section 5.1</u>	Seller
Premium for ALTA Title Policy required to be delivered pursuant to <u>Section 5.4</u>	Seller
Premium for any extended coverage upgrade of Title Policy and for any additional endorsements desired by Purchaser and the premium for mortgagee title policy and any lender requested endorsements, the foregoing to be issued at the Simultaneous Issue rate or Florida promulgated rate, as applicable.	Purchaser
Any title search or inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Seller
Costs of survey and/or any revisions, modifications or re-certifications thereto	Purchaser
Deed recording fees	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes or other similar taxes, fees or assessments	Seller
Any mortgage taxes, documentary stamps or intangible taxes for any financing of Purchaser	Purchaser
Any fees and costs charged by Escrow Agent for conducting the Closing	The party choosing the Escrow Agent conducting the Closing
All other closing costs, expenses, charges and fees	The party incurring the same
Fees and costs related to financing	Purchaser

Section 9.3 Adjustment After Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 9.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, and an adjustment shall be made as soon as reasonably possible after the Closing, but in any event within ninety (90) days after Closing (other than for Taxes and tenant receivables), at which time all prorations shall be deemed final. Payments in connection with any adjustment shall be due within thirty (30) days of written notice. All such rights and obligations shall survive the Closing. Seller and Purchaser acknowledge and agree that this Section 9.3 does not limit the requirements of the Seller and Purchaser to reallocate Taxes pursuant to Section 9.1(a) or remit tenant receivables pursuant to Section 9.1.

Section 9.4 **Sales Commissions.** Seller shall be responsible to Broker for a real estate sales commission at Closing (but only in the event of a Closing in strict accordance with this Agreement) in accordance with a separate agreement between Seller and Broker. Other than as stated above in this Section 9.44, Seller and Purchaser each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under the indemnifying party. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

Section 10.1 **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that:

(a) **Organization and Authority.** Seller is a corporation, has been duly organized, is validly existing, is in good standing in the state in which it was formed, and is qualified to do business in the state in which the Real Property is located. Seller has the full right, power and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing (collectively, the "**Closing Documents**") will be, authorized and duly executed and delivered by Seller and constitute, or will constitute, as appropriate, the legal, valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) **Conflicts and Pending Actions.** To Seller's Knowledge, there is no agreement to which Seller is a party or that is binding on Seller which is in conflict with this Agreement. Seller has received no written notice of action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or with respect to the Property. Seller has not committed or obligated itself in any manner whatsoever to sell the Property or any interest therein to any other party. To Seller's Knowledge, no rights of first offer or rights of first refusal regarding the purchase of the Property exist under the organizational documents of Seller or under any agreement by which Seller or the Property is or may be bound or affected. To Seller's Knowledge, Seller is not in default or violation of any law, rule, regulation, order, judgment or decree which would have a material adverse effect on the Property.

(c) **Due Authority.** Seller has all requisite power and authority to own and operate the Property in accordance with its current operations, to execute and deliver this Agreement, and to carry out its obligations hereunder and the transactions contemplated hereby. To Seller's Knowledge, the consummation by Seller of the sale of the Property is not in violation of, or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of Seller, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any applicable Legal Requirement or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(d) **Notices.** Seller has not received any written notices from any governmental agencies or authorities (1) with respect to any violation of any applicable zoning, building, health, environmental, traffic, flood control, fire safety, handicap or other law, code, ordinance, rule or regulation (collectively, the "**Legal Requirements**") or (2) of any pending or threatened condemnation proceeding with respect to the Property.

(e) **No Foreign Person.** Seller is neither a "foreign person" nor a "foreign corporation" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

(f) **Litigation.** Seller has received no written notice of any pending or threatened, judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Property.

(g) **No Representation or Warranty Regarding Physical Condition of the Property and Improvements.** Purchaser acknowledges that Purchaser will have independently and personally inspected the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection and the representations and warranties contained herein. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO PURCHASER, INCLUDING AS TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE.**

(h) **Environmental.** Neither Seller, nor to the best of Seller's actual knowledge without any independent investigation or inquiry (i) any person during Seller's ownership of the Property, and (ii) any previous owner of the Property or any other person or entity, has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the best of Seller's actual knowledge without any independent investigation or inquiry, has any party ever alleged that any such activities have occurred. To the best of Seller's actual knowledge without any independent investigation or inquiry, no Hazardous Substances are, will be, or have been present on or around the Property in violation of any applicable statutes, ordinances or regulations; and Seller has no notice of any pending or, to the best of Seller's actual knowledge without any independent investigation or inquiry, threatened action or proceeding arising out of the condition of the Property or the Land, or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

When used herein, the phrase "to Seller's Knowledge" or derivations thereof shall mean the current actual knowledge, without investigation or inquiry, of P. Rodney Jackson (the "**Seller Representative**").

Section 10.2 **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller that:

(a) **Organization and Authority.** Purchaser has been duly organized and is validly existing in good standing in the state in which it was formed. Purchaser has the full right, power and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the legal, valid and binding obligation of Purchaser, enforceable in accordance with their terms. The Seller acknowledges that the Purchaser intends to assign its rights hereunder to a to-be-formed special purpose entity affiliated with Purchaser which, upon consummation of the Closing, acquire title to the Property.

(b) **Conflicts and Pending Action.** There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

Section 10.3 **Survival of Representations and Warranties.** The representations and warranties set forth in this Article 10 are made as of the date of this Agreement, (b) are remade as of the Closing Date, subject to modification by any Pre-Closing Disclosures, and (c) shall not be deemed to be

merged into or waived by the instruments of Closing, but shall survive the Closing or termination of this Agreement for a period of six (6) months (the "Survival Period"). Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder discovered before the end of the Survival Period so long as the party bringing the action for breach files such action within the Survival Period. The provisions of this Section 10.3 shall survive the Closing.

ARTICLE 11 DEFAULT AND REMEDIES

Section 11.1 Seller's Remedies. If Purchaser fails to perform its material obligations pursuant to this Agreement at or prior to Closing for any reason except for the failure of Seller to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Purchaser's representations or warranties are breached or untrue in any material respect, Seller shall be entitled, as its sole remedy, to terminate this Agreement by giving Purchaser and the Escrow Agent written notice thereof prior to or at Closing and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder, in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder, except those that expressly survive the termination of this Agreement. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

Section 11.2 Purchaser's Remedies. If Seller fails to perform its material obligations pursuant to this Agreement for any reason except for the failure of Purchaser to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Seller's representations or warranties are breached or untrue in any material respect and which adversely affect the ability of Purchaser to use the Property for the purpose for which it is currently used or adversely affect the value of the Property, Purchaser shall elect, as its sole remedy, either to (a) terminate this Agreement and recover the Earnest Money by giving Seller and the Escrow Agent timely written notice of such election prior to or at Closing, in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder except those that expressly survive the termination of this Agreement, (b) enforce specific performance of this Agreement (provided that any action for specific performance must be filed no later than thirty (30) days after the occurrence of such breach or default), or (c) proceed to Closing. Purchaser's sole and exclusive remedies shall be limited to those described in Section 10.3, Section 11.2 and Section 11.3.

Section 11.3 Attorneys' Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including reasonable attorneys' fees, incurred in connection with such transaction.

Section 11.4 Notice of Default and Cure. No party shall declare a default unless and until the non-defaulting party has delivered written notice specifying the default, to the defaulting party, and the defaulting party has failed or refused to cure any such default within ten (10) days of the receipt of any such notice.

ARTICLE 12 MISCELLANEOUS

Section 12.1 No Assumption of Liabilities. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement is intended as and shall be deemed to be an agreement for the sale of assets and none of the provisions hereof shall be deemed to create any obligation or liability of any party to any person or entity that is not a party to this Agreement, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise.

Section 12.2 Parties Bound; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may (but no more than one time) assign its rights and obligations under this Agreement without Seller's consent to any entity affiliated with Purchaser, but not otherwise. In the event of such an assignment, Purchaser shall provide written notice to Seller of such assignment and, notwithstanding such assignment, Purchaser shall remain liable under this Agreement. This Agreement is for the sole benefit of Seller and Purchaser, and no third party is intended to be a beneficiary of this Agreement.

Section 12.3 Headings. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

Section 12.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

Section 12.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located without giving effect to its choice of law provisions.

Section 12.6 Survival. The provisions of this Agreement shall not survive the Closing, except for those specific provisions that are specifically stated herein to survive the Closing. Those provisions which are specifically stated herein to survive the Closing shall not be deemed to be merged into or waived by the instruments of Closing.

Section 12.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

Section 12.8 Time. Time is of the essence in the performance of this Agreement.

Section 12.9 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.2. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, (d) by facsimile transmission with a confirmation copy delivered by another method permitted under this Section 12.9, or (e) by electronic mail addressed to the electronic mail address set forth in Section 1.2 for the party to be notified with a confirmation copy delivered by another method permitted under this Section 12.9. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. In no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other

party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

Section 12.10 Construction; Waiver. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Unless otherwise set forth herein, the word "including" and any derivation thereof shall mean "including, without limitation." No provision of this Agreement shall be deemed to be waived by either party unless the waiver is in writing and signed by that party. Unless otherwise expressly provided herein, no consent or approval by either party shall be deemed to be given unless the consent or approval is in writing and signed by that party. No custom or practice that may evolve between Purchaser and Seller during the term of this Agreement shall be deemed or construed to waive or lessen the right of either of the parties hereto to insist upon strict compliance with the terms of this Agreement.

Section 12.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. eastern standard time in the state in which the Real Property is located unless otherwise expressly provided herein. As used herein, the term "Business Day" means any day that is not a Saturday, Sunday or legal holiday for national banks in the city in which the Real Property is located.

Section 12.12 Execution in Counterparts; Offer and Acceptance. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or electronic mail counterparts of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day by any of the delivery methods set forth in Section 12.9 other than facsimile or electronic mail.

Section 12.13 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

Section 12.14 No Marketing. Seller agrees not to market any portion of the Property for sale from the Effective Date until the earlier of (a) the Closing or (b) a termination of this Agreement.

Section 12.15 Joint and Several Liability. Each of the parties executing this Agreement as a "Seller" are jointly and severally liable for all obligations of Seller under this Agreement.

Section 12.16 Recordation. Neither this Agreement, nor any short form, memorandum or notice thereof shall be recorded in any public records. The recording of this Agreement, or any short form, memorandum or notice thereof in any public records by or at the instance of Purchaser shall, at Seller's election, constitute an event of default under this Agreement by Purchaser, which shall immediately give Seller the right, at its election, to terminate this Agreement and to receive the Earnest Money.

SECTION 12.17 1031 Exchange. Seller's sale of the Property may be the sale of relinquished property and Purchaser's acquisition of the Property may be the acquisition of replacement property in a qualifying exchange of like-kind property under Section 1031 of the Internal Revenue Code, as amended ("Exchange"), pursuant to separate Exchange Agreements with a qualified intermediary (the "Intermediary"). The parties agree to cooperate with each other (without liability or cost to the other party) in the completion of each other's Exchange. Such cooperation shall include (i) the assignment of this Agreement by a party to the Intermediary, and the acknowledgment of such assignment by the other party, (ii) the acceptance of the Purchase Price from or by the Intermediary, (iii) the conveyance of the Property to Purchaser pursuant to a written direction of the Intermediary, and (iv) the reassignment of this Agreement to the exchanging party from the Intermediary immediately following the completion of Exchange, and the acknowledgment by the other party of such reassignment. The exchanging party shall in all events be responsible for all costs and expenses related to Exchange and shall fully indemnify, defend and hold the other party harmless for, from and against any and all liability, claims, damages, expenses (including, without limitation, reasonable attorneys' and paralegal fees), taxes, fees, proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such party's Exchange that would not have been incurred by the other party if the transaction did not involve Exchange. EACH EXCHANGING PARTY HEREBY ACKNOWLEDGES THAT THE EXCHANGING PARTY IS AND SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS RELATED TO THE ITS EXCHANGE. FURTHER, THE EXCHANGING PARTY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY OF ITS AGENTS, REPRESENTATIVES OR AFFILIATES HAS ADVISED THE EXCHANGING PARTY, AND NO SUCH PERSON OR ENTITY HAS ANY OBLIGATION OR DUTY TO ADVISE THE EXCHANGING PARTY, WITH RESPECT TO WHETHER THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT COMPLIES WITH THE LAWS, RULES AND REGULATIONS APPLICABLE TO SUCH EXCHANGING PARTY'S EXCHANGE. FURTHER, THE EXCHANGING PARTY REPRESENTS, WARRANTS AND ACKNOWLEDGES TO THE OTHER PARTY THAT IT HAS RELIED UPON ITS OWN TAX AND LEGAL COUNSEL IN DETERMINING COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO ITS EXCHANGE. THE PROVISIONS OF THIS SECTION 12.17 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

Section 12.18 Non-Disclosure. Neither party shall make public disclosure with respect to this transaction before the Closing except:

- (a) as may be required by law; and
- (b) to such tenants or prospective tenants of the Property, local authorities, attorneys, accountants, present or prospective sources of financing, partners, directors, officers, employees and representatives of either party or of such party's advisors who need to know such information for the purpose of evaluating and consummating the transaction, including the financing of the transaction; and
- (c) the foregoing notwithstanding, upon the end of the Inspection Period, Purchaser will be permitted to erect a sign announcing the pending development of its Intended Use.

Section 12.19 as may be permitted specifically by the terms of this Agreement.

ARTICLE 13

"AS IS" CONDITION; LIMITATION OF LIABILITY

Section 13.1 DISCLAIMER AND RELEASE. ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND PURCHASER'S OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER AGREES TO TAKE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS

AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS ("DISCLOSURES") PROVIDED OR MADE TO PURCHASER OR ITS CONSTITUENTS BY SELLER, ITS AGENTS OR EMPLOYEES CONCERNING THE CONDITION (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION) OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OR IN ANY DOCUMENTS DELIVERED AT CLOSING. EXCEPT AS MAY OTHERWISE BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, PURCHASER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, PURCHASER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. PURCHASER, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR ITS AFFILIATES, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, OR ASSIGNS (COLLECTIVELY, "SELLER AND ITS AFFILIATES") BASED ON (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED, (B) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY; OR (C) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 13.1 SHALL BE DEEMED TO BE A WAIVER, RELEASE OR AGREEMENT NOT TO MAKE A CLAIM OR BRING AN ACTION FOR ANY VIOLATION BY SELLER OF ITS EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR

CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME (IN ADDITION TO THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN) AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS AGREEMENT. UPON CLOSING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

THE PROVISIONS OF THIS SECTION 13.1 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED THEREIN.

Section 13.2 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement on the day and year written below.

PURCHASER

CONDEV PROPERTIES, LLC, a Florida limited liability company

By: 

NAME PRINTED: PETER V. GARDNER

AS ITS: MANAGER

DATE

EXECUTED: 10/29/19

[REMAINING SIGNATURE ON FOLLOWING PAGE]

[SELLER SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

SELLER

BREVARD TOWER COMMUNICATIONS, INC.,
a Florida corporation

By: P. Rodney Jackson

NAME PRINTED: P. RODNEY JACKSON

AS ITS: PRESIDENT

DATE
EXECUTED: 10-24-2019

LIST OF EXHIBITS

Exhibit A- Legal Description of Real Property

Exhibit B - Property Information

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

E 1/2 Of SW 1/4 Of SE 1/4 & W 132 Ft Of NE 1/4 Of Se 1/4 Ex_n 260' Of 5300' Of E 1/2 Of Sw 1/4 Of Of Se 1/4, Canal No 65, Orb 1328 Pg 84 Par 758.1 , Public Records of Brevard, County, FL. The foregoing may be further described by a survey of the Land.

Parcel ID: 28-26-12-00-758

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EXHIBIT B

PROPERTY INFORMATION

[TBD]

LEGAL DESCRIPTION:

(Per Old Republic National Title Insurance Company File No.: 19129417 LLC)

A portion of the lands described in Official Records Book 3277, Page 924, of the Public Records of Brevard County, Florida, said lands lying in Section 13, Township 28 South, Range 36 East and being more particularly described as follows:

Beginning at the Southwest Corner of Tract ST-1, Sawgrass Lakes Phase One, according to the plat thereof, as recorded in Plat Book 60, Pages 52 through 63 of the said public records, said point being the POINT OF BEGINNING; thence South 89 degrees 32 minutes 31 seconds West, along the North right-of-way line to Norfolk Parkway, per said Sawgrass Lakes Phase One, a distance of 662.33 feet to the Easterly line of said Sawgrass Lakes Phase One, thence North 01 degrees 30 minutes 06 seconds East, along said East line, a distance of 1,151.77 feet; thence leaving said line, North 89 degrees 32 minutes 54 seconds East, a distance of 662.19 feet to the East line of Parcel 1 of said Official Records Book 3277, Page 924; thence South 01 degrees 29 minutes 41 seconds West, along the East line of said Parcel 1 and the East line of Parcel 2 of the Official Records Book 3277, Page 924, a distance of 1,151.69 feet to the POINT OF BEGINNING.



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2802674
Owners Brevard Tower Communications Inc
Mailing Address 405 Newfound Harbor Dr Merritt Island FL 32952
Site Address 3545 Carriage Gate Dr Unit Tower Melbourne FL 32904
Parcel ID 28-36-13-00-756
Property Use 9900 - Acreage - Vacant, 5 Acres OR More
Exemptions None
Taxing District 5300 - Unincorp District 5
Total Acres 8.87
Subdivision --
Site Code 0143 - Lake(Borrowpit) Frtg
Plat Book/Page --
Land Description S 1/2 Of E 1/2 Of NW 1/4 Of SE 1/4 As Desc IN Orb 586
Pg 439 Exc Orb 3446 Pg 653



VALUE SUMMARY

Category	2019	2018	2017
Market Value	\$147,680	\$124,900	\$124,900
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$137,390	\$124,900	\$124,900
Assessed Value School	\$147,680	\$124,900	\$124,900
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$137,390	\$124,900	\$124,900
Taxable Value School	\$147,680	\$124,900	\$124,900

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/01/1993	\$800	PT	Improved	3277/0924
01/01/1989	\$175,000	PT	--	3051/0457
12/30/1983	\$70,000	WD	--	2487/1312
05/08/1963	\$10,000	WD	Improved	0586/0439

No Data Found



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2802676
Owners Brevard Tower Communications Inc
Mailing Address 405 Newfound Harbor Dr Merritt Island FL 32952
Site Address Not Assigned
Parcel ID 28-36-13-00-758
Property Use 9900 - Acreage - Vacant, 5 Acres OR More
Exemptions None
Taxing District 5300 - Unincorp District 5
Total Acres 18.11
Subdivision --
Site Code 0143 - Lake(Borrowpit) Frtg
Plat Book/Page --
Land Description E 1/2 Of SW 1/4 Of SE 1/4 & W 132 Ft Of NE 1/4 Of SE 1/4 Ex_N 260' Of 5300' Of E 1/2 Of SW 1/4 Of Of SE 1/4, Canal No 65, Orb 1328 Pg 84 Par 758.1

VALUE SUMMARY

Category	2019	2018	2017
Market Value	\$271,650	\$27,170	\$27,170
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$29,880	\$27,170	\$27,170
Assessed Value School	\$271,650	\$27,170	\$27,170
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$29,880	\$27,170	\$27,170
Taxable Value School	\$271,650	\$27,170	\$27,170

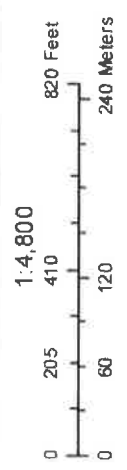
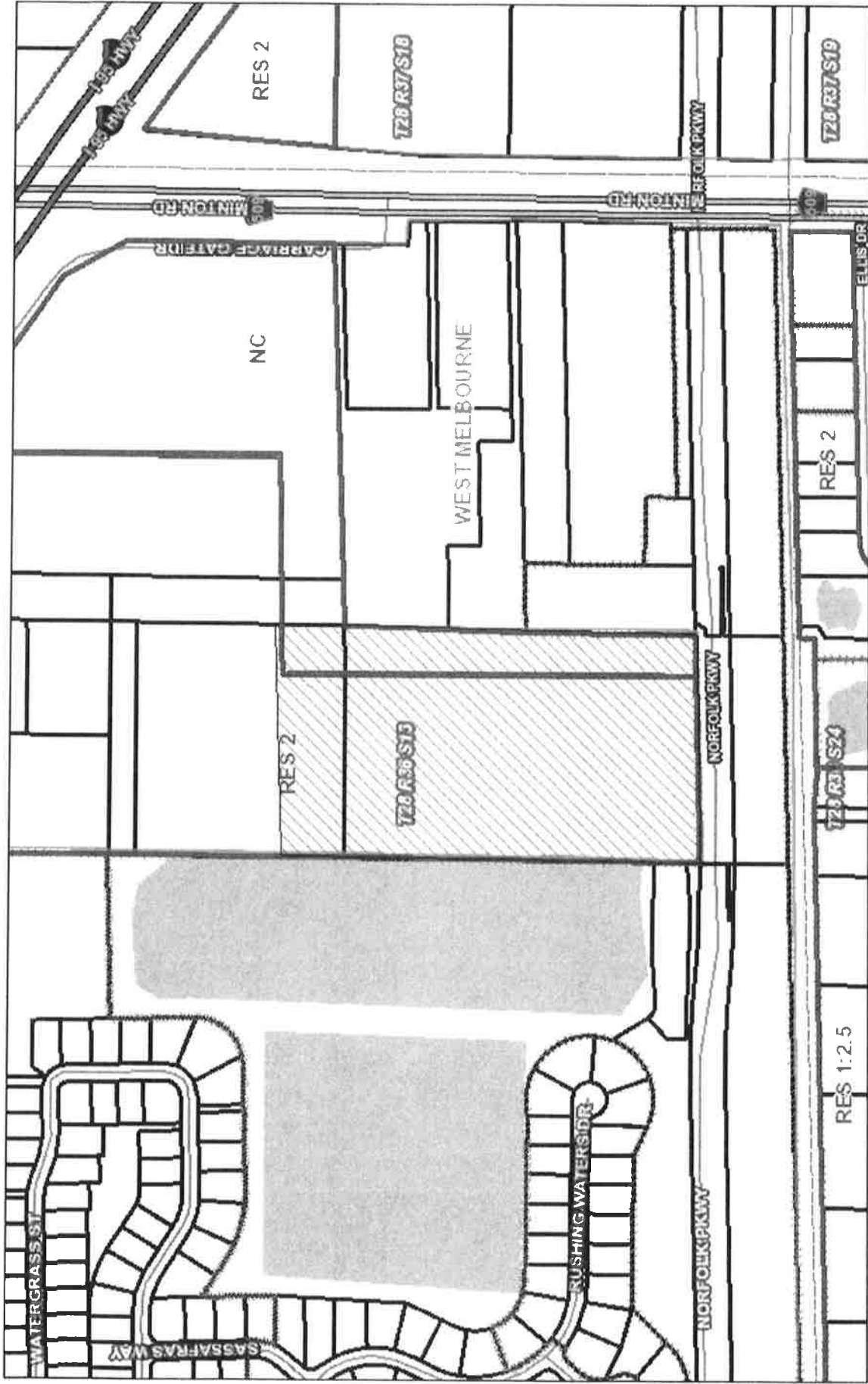
SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/01/1993	\$800	PT	Improved	3277/0924
02/01/1989	\$175,000	PT	--	3051/0457
12/30/1983	\$70,000	WD	--	2487/1312
08/01/1967	\$24,000	--	--	0970/0343

No Data Found

44

Part of Account #s: 2802676 and 2802674



- ☒ Future Landuse
- ☐ Section

City (Large Scale)

- ☐ CAPE CANAVERAL

March 4, 2024

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Ordinance

ORDINANCE NO. 2021-02

ORDINANCE AMENDING ARTICLE III, CHAPTER 62, OF THE CODE OF ORDINANCES OF BREVARD COUNTY; ENTITLED "THE COMPREHENSIVE PLAN", SETTING FORTH PLAN AMENDMENT 2020-2.1; AMENDING SECTION 62-501, ENTITLED "CONTENTS OF THE PLAN"; SPECIFICALLY AMENDING SECTION 62-501, PART XI, ENTITLED FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP SERIES; PROVIDING FOR INTERNAL CONSISTENCY WITH THESE AMENDMENTS; PROVIDING LEGAL STATUS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Section 163.3167, Florida Statutes, requires each County in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Community Affairs; and

WHEREAS, on September 8, 1988, the Board of County Commissioners of Brevard County, Florida, approved Ordinance No. 88-27, adopting the 1988 Brevard County Comprehensive Plan, hereafter referred to as the 1988 Plan; and

WHEREAS, Sections 163.3184 and 163.3187, and 163.3189, Florida Statutes, established the process for the amendment of comprehensive plans pursuant to which Brevard County has established procedures for amending the 1988 Plan; and

WHEREAS, Brevard County initiated amendments and accepted application for amendments to the Comprehensive Plan on July 24, 2020, for adoption as an Out of Cycle Large Scale Comprehensive Plan Amendment 2020-2.1; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, have provided for the broad dissemination of proposals and alternatives, opportunity for written comments, public hearings after due public notice, provisions for open discussion, communication programs and consideration of and response to public comments concerning the provisions contained in the 1988 Plan and amendments thereto; and

WHEREAS, Section 62-181, Brevard County Code designated the Brevard County Planning and Zoning Board as the Local Planning Agency for the unincorporated areas of Brevard County, Florida, and set forth the duties and responsibilities of said local planning agency; and

OFFICIALLY FILED WITH THE SECRETARY OF STATE FEBRUARY 5, 2021.

WHEREAS, on January 11, 2021, the Brevard County Local Planning Agency held a duly noticed public hearing on Plan Amendment 2020-2.1, and considered the findings and advice of the Technical Advisory Groups, and all interested parties submitting comments; and

WHEREAS, on February 4, 2021, the Brevard County Board of County Commissioners held a duly noticed public hearing, and considered the findings and recommendations, and all interested parties submitting written or oral comments, and the recommendations of the Local Planning Agency, and upon thorough and complete consideration and deliberation, approved the adoption of Plan Amendment 2020-2.1; and

WHEREAS, Plan Amendment 2020-2.1 adopted by this Ordinance complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Plan Amendment 2020-2.1 adopted by this Ordinance is based upon findings of fact as included in the data and analysis.

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

Section 1. Authority. This ordinance is adopted in compliance with, and pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section 2. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to clarify, expand, correct, update, modify and otherwise further the provisions of the 1988 Brevard County Comprehensive Plan.

Section 3. Adoption of Comprehensive Plan Amendments. Pursuant to Plan Amendment 2020-2.1 to the 1988 Comprehensive Plan, Article III, Chapter 62-504, Brevard County Code, the 1988 Brevard County Comprehensive Plan is hereby amended as specifically shown in Exhibit A. Exhibit A is hereby incorporated into and made part of this Ordinance.

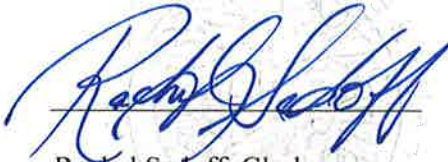
Section 4. Legal Status of the Plan Amendments. After and from the effective date of this Ordinance, the plan amendment, Plan Amendment 2020-2.1, shall amend the 1988 Comprehensive Plan and become part of that plan and the plan amendment shall retain the legal status of the 1988 Brevard County Comprehensive Plan established in Chapter 62-504 of the Code of Laws and Ordinances of Brevard County, Florida, as amended.

Section 5. Severability. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 6. Effective Date. The plan amendment shall become effective once the state land planning agency issues a final order determining the adopted amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(9), or until the Administration Commission issues a final order determining the amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(10). A certified copy of the ordinance shall be filed with the Office of the Secretary of the State, State of Florida, within ten days of enactment.

DONE AND ADOPTED in regular session, this 4 day of February, 2021

ATTEST


Rachel Sadoff, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

By: 

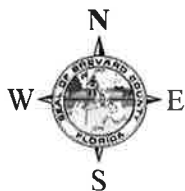
Rita Pritchett, Chair

Approved by the Board on February 4, 2021

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Exhibit A

PROPOSED FUTURE LAND USE MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

— Subject Property
□ Parcels

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 BoCC - GIS Date: 7/30/2020

LSCPA
Brevard Tower Communications, Inc.
Adoption 2020-2.1
State Agency Comments

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

November 23, 2020

Ms. Cheryl Campbell, Planner III
Brevard County
Planning & Development Department
2725 Judge Fran Jamieson Way, Suite A-114
Viera, Florida 32940

Dear Ms. Campbell:

Thank you for submitting **Brevard County's** proposed comprehensive plan amendment submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is **20-02ESR**.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than December 23, 2020.

If you have any questions please contact Terri Stoutamire, Plan Processor at (850) 717-8513 or Kelly Corvin, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850)717-8503.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/ts

cc: The Honorable Bryan Lober, Chair, Brevard County

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

November 23, 2020

Ms. Cheryl Campbell, Planner III
Brevard County
Planning & Development Department
2725 Judge Fran Jamieson Way, Suite A-114
Viera, Florida 32940

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Plan Review and Processing

DRE/ts

cc: The Honorable Bryan Lober, Chair, Brevard County

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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November 6, 2020

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item H.7., Transmittal Letter for 2020-2.1 Large Scale Comprehensive Plan Amendment Package

The Board of County Commissioners, in regular session on November 5, 2020, conducted the public hearing, executed, and approved the Transmittal Letter for the 2020-2.1 Large Scale Comprehensive Plan Amendment initiated by Brevard Tower Communications, Inc. to amend Part XI, the Future Land Use Element to change the Future Land Use Map Series designation from Residential 2 and Neighborhood Commercial to Community Commercial. Enclosed is the executed Transmittal Letter.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

Encl. (1)



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way
Suite A-114
Viera, FL 32940
Phone: (321)633-2070

November 5, 2020

Mr. Ray Eubanks
Plan Processing Administrator Division of Community Planning
Florida Department of Economic Opportunity
107 East Madison Street, MSC-160
Tallahassee, FL 32399-4120

Re: 2020-2 Out of Cycle Large Scale Comprehensive Plan Amendment Transmittal Package

Dear Mr. Eubanks,

Enclosed please find the Transmittal package for the 2020-2 Out of Cycle Large Scale Comprehensive Plan Amendment. There is one private application for amendment being considered for Transmittal: 2020-2.1 submitted by Brevard Tower Communications Inc., more fully described in the attached staff comments for 20PZ00072.

The Local Planning Agency held a public hearing regarding the Transmittal of the 2020-2.1 Comprehensive Plan Amendment on October 19, 2020. The Brevard County Board of County Commissioners approved the Transmittal of the 2020-2.1 Comprehensive Plan Amendment package during a public hearing on November 5, 2020.

Copies of the proposed amendment Transmittal package have been sent to the St. Johns River Water Management District, the East Central Florida Regional Planning Council, the Florida Department of Environmental Protection, the Florida Department of Transportation (District 5), the Florida Department of State, the Florida Game and Freshwater Fish Commission, the Florida Department of Education, the Florida Department of Agriculture and Consumer Services, and the Patrick Air Force Base Military Installation.

The plan amendment's "content and effect" is included in this mailing. Brevard County is submitting the proposed LSCPA under the expedited state review process.

The proposed amendment package is anticipated to be adopted by Brevard County on February 5, 2021.

The proposed amendment package is not within an area of critical state concern.

The proposed amendment package is not within the Wekiva River Protection Area.

The proposed amendments are not being adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

The contact person for the 2020-2 Plan Amendment package is:

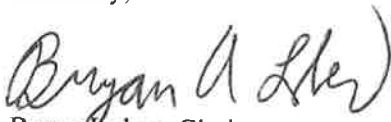
Cheryl Campbell, Planner III
Cheryl.Campbell@brevardfl.gov
Planning and Development Department
2725 Judge Fran Jamieson Way, Building A Viera, FL 32940
PHONE (321) 633-2070 - FAX (321) 633-2074

A local newspaper of general circulation is:

Florida Today 1 Gannett Plaza
Melbourne, FL 32940
(321) 259-5555

In accordance with Florida Statutes, one paper copy and two copies in Portable Document Format (PDF) on the enclosed CD-ROM of the proposed amendment package including all proposed text, maps, and support documents are sent to your office via this transmittal. If you have any questions regarding the enclosed materials, please contact Cheryl Campbell at the above address.

Sincerely,


Bryan Lober, Chair

cc:

Brevard County Board of County Commissioners
Frank Abbate, County Manager
Eden Bentley, County Attorney
Tad Calkins, Director, Planning and Development Department
East Central Florida Regional Planning Council
St. Johns River Water Management District
FDOT District Five Florida Department of Environmental Protection
Florida Division of Historic Resources
Florida Fish and Wildlife Conservation Commission Florida Division of Agriculture and
Consumer Services Florida Department of Education
Patrick Air Force Base Military Installation

Campbell, Cheryl

From: Hight, Jason <Jason.Hight@MyFWC.com>
Sent: Thursday, December 3, 2020 9:22 AM
To: Campbell, Cheryl
Cc: DCPexternalagencycomments@deo.myflorida.com; Conservation Planning Services; DiGruttolo, Laura; Cucinella, Josh
Subject: Brevard County Comprehensive Plan Amendment 20-02ESR (2020-2.1)

(EXTERNAL EMAIL) DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Campbell:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to listed species and their habitat or other fish and wildlife resources to offer on this amendment.

If you have specific technical questions, please contact Laura DiGruttolo at (352) 433-5499 or Laura.DiGruttolo@myfwc.com. All other inquiries may be directed to our office by email at ConservationPlanningServices@MyFWC.com.

Sincerely,

Jason Hight
Land Use Planning Program Administrator
Florida Fish and Wildlife
Conservation Commission
620 S. Meridian Street, MS5B5
Tallahassee, FL 32399
850-413-6966

Brevard County 20-02ESR_42907

Campbell, Cheryl

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Wednesday, December 16, 2020 8:27 AM
To: Campbell, Cheryl
Cc: 'DCPexternalagencycomments@deo.myflorida.com'
Subject: Brevard County proposed comprehensive plan amendment 20-2ESR

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Campbell,

St. Johns River Water Management District (District) staff have reviewed Brevard County proposed comprehensive plan amendment 20-2ESR in accordance with the provisions of Chapter 163, *Florida Statutes*. Based on review of the submitted materials, District staff have no comments on the proposed amendment.

If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
Division of Strategic Planning and Initiatives
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
E-mail: sfitzgibbons@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/epermitting

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

KEVIN J. THIBAUT, P.E.
SECRETARY

December 1, 2020

Cheryl Campbell
Planner III
Brevard County Planning and Development Department
2725 Judge Fran Jamieson Way, Building A
Viera, FL 32940

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW
LOCAL GOVERNMENT: BREVARD COUNTY
DEO #: 20-02ESR

Dear Ms. Campbell,

The Department of Transportation has completed its review of the above Proposed Comprehensive Plan Amendment, as requested in the County's transmittal letter dated November 5, 2020.

We appreciate the opportunity to participate in this review process. The proposed amendment is not anticipated to result in significant adverse impacts to the State Highway System or the Strategic Intermodal System; therefore, The Department does not have any technical assistance comments.

If you have any questions, you may contact me at 386-943-5150 or by e-mail at Tina.Williamson@dot.state.fl.us.

Sincerely,

Tina Williamson, AICP
Growth Management Coordinator

C: Fred Milch, ECFRPC
Kellie Smith, FDOT
Jennifer Carver, FDOT
Heather Garcia, FDOT

D. Ray Eubanks, FDEO
Kelly Corvin, FDEO
Steve Shams, FDOT

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Adoption Public Comments

Legal Advertisements
Citizen Courtesy Sheets, Misc.

Comprehensive Plan Amendment Citizen Courtesy Information List

Local Government: Board of County Commissioners

Hearing Date: February 4, 2021

Type Hearing: Adoption RE: 2020-2.1 Out of Cycle Adoption

DEO Amendment No: 20-02ESR (DEO Official Use)

Please Print Clearly

By providing your name and address you will receive information concerning the date of publication of the Notice of Intent by the Department of Economic Opportunity.

[illegible]



BOARD OF COUNTY COMMISSIONERS

Planning and Development
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
321-633-2070

2020-2.1

**Application for Zoning Action, Comprehensive Plan Amendment, or
Variance**

Applications must be submitted in person. Please call 321-633-2070 for an appointment at least 24 hours in advance. Mailed, emailed, or couriered applications will not be accepted.

PZ # 20PZ00072

Existing FLU: NC & RES2 Existing Zoning: GU

Proposed FLU: CC Proposed Zoning: _____

PROPERTY OWNER INFORMATION

If the owner is an LLC, include a copy of the operating agreement.

Jack Hurt Brevard Tower Communications Inc.
Name(s) Company
405 Newfound Harbor Drive Merritt Island FL 32952
Street City State Zip Code
jhurt@cfl.rr.com 407-679-1748
Email Phone Cell

APPLICANT INFORMATION IF DIFFERENT FROM OWNER:

☐ Attorney ☐ Agent ☒ Contract Purchaser ☐ Other _____

Andy Gardner Condev Properties, LLC
Name(s) Company
921 N Pennsylvania Avenue Winter Park FL 32789
Street City State Zip Code
andyg@condevfl.com 407-679-1748
Email Phone Cell

①

APPLICATION NAME

- ☒ Large Scale Comprehensive Plan Amendment (CP) (greater than 10 acres)
- ☐ Small Scale Comprehensive Plan Amendment (CP) (less than 10 acres)
- ☐ Text Amendment (CP): Element _____
- ☐ Other Amendment (CP): _____
- ☐ Rezoning Without CUP (RWOC)
- ☐ Combination Rezoning and CUP (CORC)
- ☐ Conditional Use Permit (CUP)
- ☐ Binding Development Plan (BDP)
- ☐ Binding Development Plan (BDP) (Amendment)
- ☐ Binding Development Plan (BDP) (Removal)
- ☐ Variance(s) (V)
- ☐ Administrative Approval of Setbacks, Lot Size, or Accessory Structures
- ☐ Administrative Approval of Flag Lot or Easement
- ☐ Other Action: _____

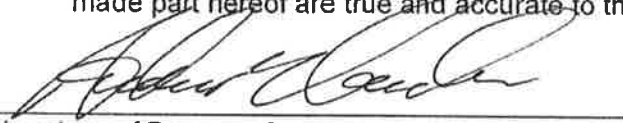
Acreage of Request: 17.5

Reason for Request:

Development for Storage Facility to include paving, stormwater, utilities and landscape.

The undersigned understands this application must be complete and accurate prior to advertising a public hearing:

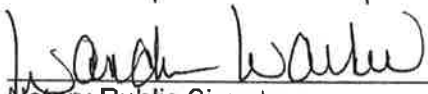
- ☒ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the owner of the subject property of this application. (Notarized Authorization to Act must be submitted with application)
- ☒ An approval of this application does not entitle the owner to a development permit.
- ☒ I certify that the information in this application and all sketches and data attached to and made part hereof are true and accurate to the best of my knowledge.


Signature of Property Owner or
Authorized Representative

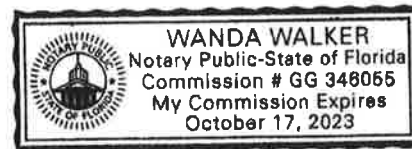
02/18/2020
Date

State of Florida
County of Brevard

Subscribed and sworn to me before me this 18th day of February, 2020
personally appeared Andrew Gardner, who is personally known to me or
produced personally known as identification, and who did / did not take an oath.


Notary Public Signature

Seal



Office Use Only:

Accela No. 20P700072 Fee: 7,859.00 Date Filed: 7/24/20 District No. 3

Tax Account No. (list all that apply) part of 2802674 + 2802676

Parcel I.D. No.

28 36 13 00 756
Twp Rng Sec Sub Block Lot/Parcel

Planner: Cheryl W. Campbell Sign Issued by: n/a Notification Radius: 500'

MEETINGS

DATE

TIME

☐ P&Z

☐ PSJ Board

☐ NMI Board

October 19, 2020

☒ LPA

tentative

Jan. 11, 2021

3:00 p.m. transmittal Adoption

☐ BOA

Nov. 5, 2020

☒ BCC

tentative

Feb. 4, 2020

5:00pm Transmittal Adoption

Wetland survey required by Natural Resources ☐ Yes ☐ No Initials _____

~~Is the subject property located in a JPA, MIRA, or 500 feet of the Palm Bay Extension?~~ NO

☒ Yes

☐ No

If yes, list

Jeanne Allen

Location of subject property:

Description of Request:

Brevard County

Supplement to Comprehensive Plan Amendment Application

Planning and Zoning Office, 2725 Judge Fran Jamieson Way, Viera, FL 32940
(321) 633-2069



1. Type of Application:

_____ Small-scale Comprehensive Plan Future Land Use Map Amendment

X _____ Large-scale Future Land Use Map Amendment

_____ Comprehensive Plan Text Amendment
Plan Element(s) of Text Amendment request: _____

2. Applicant: Brevard Tower Communications Inc. **Staff Planner:** Cheryl W Campbell

3. Comprehensive Plan Amendment Information:

Adopted Future Land Use Designation: NC & RES 2

Requested Future Land Use Designation: CC

Existing Zoning: GU (BU-2 requested)

Proposed Text Amendment (if applicable): Attach the proposed text amendment in a strike-thru/underlined format along with one copy on a CD in Microsoft Word, rtf or text format.

4. Description of Request/Justification: Must include a written statement explaining the rational and the appropriate data and analysis necessary to support the proposed change.

Text amendment supplemental information shall include any goal, objective, policy, implementation strategy, directive and any supporting data and analysis, including maps, figures and tables, and; (1) Identification of the particular element of the plan on which the request is based; and, (2) Citation of the existing language which is proposed to be changed; and, (3) Proposed rewording of the existing language or the wording of proposed new text.

subject property has a GU zoning with a RES 2 & NC land use. It is proposed to construct an RV and Boat Storage Facility. This will require a BU-2 Zoning. In order to be compatable, the land use must be revised to CC.

(use additional sheets if necessary)

PLANNING AND ZONING BOARD MINUTES

The Brevard County Planning & Zoning Board met in regular session on **Monday, January 11, 2021**, at **3:00 p.m.**, in the Florida Room, Building C, Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida.

The meeting was called to order at 3:00 p.m.

Board members present were: Ron Bartcher; Harry Carswell; Brian Hodgers; Ben Glover; Joe Buchanan; and Peter Filiberto, Vice Chair.

Staff members present were: Tad Calkins, Planning and Development Director; George Ritchie, Planner III; Abigail Jorandby, Assistant County Attorney; and Jennifer Jones, Special Projects Coordinator.

Excerpt of Complete Minutes

Large Scale Plan Amendment 2020-2.1

A proposal by Brevard Tower Communications, Inc., to amend Part XI, the Future Land Use Element to change the Future Land Use Map Series designation from RES 2 (Residential 2) and NC (Neighborhood Commercial) to CC (Community Commercial). The property is 17.5 acres, located on the north side of Norfolk Pkwy., approx. 0.23 mile west of Minton Rd. (No assigned address. In the Melbourne area.)

Brevard Tower Communications, Inc. (Bruce Moia)

A change of zoning classification from GU (General Use) to BU-2 (Retail, Warehousing, and Wholesale Commercial), and removal of a CUP (Conditional Use Permit) for Tower and Antenna. The property is 17.5 acres, located on the north side of Norfolk Pkwy., approx. 1,200 ft. west of Minton Road. (Parcel 756 = 3545 Carriage Gate Dr. Unit Tower, Melbourne; Parcel 758 (part) = No assigned address. In the Melbourne area.) (20Z00015) (Tax Accounts 2802674 and 2802676) (District 5)

Bruce Moia stated in October the board recommended transmittal of the land use request to the State, and there have not been any objections from any of the State agencies. He stated he held a meeting with the Sawgrass Lakes subdivision residents, and as a result of that meeting, he has provided the board with a draft BDP (Binding Development Plan) that he feels addresses most of the concerns. He said boat and RV storage is in high demand in the area and he feels it is the best use for the property because it's the least impactful and lowest intense use, especially with traffic. He handed the board a comparison of what could be developed on the property currently and what is actually being proposed. [The document Mr. Moia handed out can be found in file 20Z00015, located in the Planning and Development Department] He stated the proposed project would be five times less traffic than single-family residential development. Boat and RV storage is rarely accessed because when people take the boats out it is early in the morning and they do not come back until the evening. He said it will be a nice facility with paved drives and covered storage spaces; it will be well run and secure; it will be lit appropriately for safety; and there will be rules in place so people don't do things they aren't supposed to do. He said with the conditions in the BDP, he feels it's a good project and he hopes to have the board's support.

Ben Glover stated the applicant has agreed to do a 50-foot buffer along the west and north boundaries, and asked if a six-foot wall is facing the community. Mr. Moia replied yes, there is low-density residential to the north, and very high-density residential to the west. The site is very wooded along those borders and he would rather keep the natural, 30 to 40-foot opaque buffer, and maintain it instead of removing a lot of it just to put up a six-foot wall, which really won't do anything because the site is on a hill.

Mr. Glover asked if there were any other items that came from the meeting with the neighbors that he felt was a compromise. Mr. Moia replied he put a cap on the number of units, and agreed to do any necessary traffic improvements to the road to make sure it met any warranted improvements for safety, things like turn lanes. He noted it is a public road maintained by the City, and even though the property is in the County, they would have to get City permission to do any improvements, but they're willing to do anything that would be warranted, and maybe even some things that aren't warranted. He stated the only thing there was some discussion on that they couldn't come to some kind of consensus was what is to prevent the property from contaminating the groundwater that would end up going to the lake that's on the border of the west property, which belongs to the homeowner's association. He said he felt that's not an issue because there will be dry retention, so anything that goes on the ground will get trapped in a dry retention pond and filter through the soil, and there will be a lot less vehicles on the subject property than the subdivision itself has that they use on a regular basis. He said he doesn't think that would happen because most of the vehicles don't even have fuel in them, such as fifth-wheels and travel trailers. The property will be secured and monitored with cameras, so if anything like that happens it will be addressed right away.

Joe Buchanan stated storage is an obligation in that area because there are very few places to keep boats and RV's. With 17 acres and 350 boats, it is only movement of 20 to 30 in a day, so it's not going to be a great impedance to Minton Road. He said the applicant did the homework and answered most of the objections from the neighbors.

Mr. Moia stated the lighting was something that was also discussed because there is a very strict code requirement that light cannot spill outside of a property, so photometric plans will be provided.

Mr. Buchanan stated if there's no sewage dump permitted in that area, unless it was a sewer connection, there isn't a problem other than rainwater. Mr. Moia said that is correct, but they would like to reserve the ability to have a dump station if the City of West Melbourne gives them connection to sewer.

Peter Filiberto stated during the last meeting, Mr. Bartcher mentioned the septic on the property and it being a previous landfill, but Mr. Moia had said there would be an aboveground septic system. Mr. Moia replied it would probably be a mounded and pumped system, but it would have to meet the Environmental Health requirements. It would hardly be used; it would just be for the security guard.

Mr. Buchanan noted the BDP stipulates no overnight stays. Mr. Moia replied that is correct, the storage will be on a contract basis.

[Mr. Carswell's presence was noted]

Ron Bartcher asked if the State agencies knew the property was an illegal dump site when they made their evaluations.

Tad Calkins stated staff sent the request to all of the State agencies, and in regard to the dump site, the FDEP (Florida Department of Environmental Protection) website has the site identified, and they are one of the reviewing agencies, and there were no comments from them. The FDEP does have guidelines for developing properties that have landfills on them, and that may be something the board may want to consider as part of the BDP if Mr. Moia is agreeable.

Mr. Bartcher asked Mr. Moia if he has looked at those guidelines. Mr. Moia replied he has not, but he would agree to read the guidelines and add it to the BDP.

Mr. Bartcher stated he is concerned about the fact that it's an old dump site, especially with construction debris, because no one knows what's in it, if it is treated wood, if it has arsenic, or if it's asbestos shingles, so there should not be any disturbance.

Mr. Moia stated they don't want to disturb it; it would probably be similar to when the road was built over top of it, they didn't want to disturb it either because it's very costly and hard to do. He said it is not part of the proposal to un-earth anything.

Mr. Bartcher asked if the 50-foot natural vegetative buffer is already there. Mr. Moia replied yes, it is already there and in order to develop the property to make it viable they would leave 50 feet on the west side and 50 feet on the north side.

Public comment.

Don Curry, 3461 Watergrass Street, West Melbourne, asked if Mr. Moia is a member of the Planning and Zoning Board and if so, how does the board handle an applicant that is also a board member.

Peter Filiberto confirmed Mr. Moia is a member of the board, but the board judges fairly what comes before it, and just because Mr. Moia is a member of this board doesn't mean he will be shown favoritism.

Stephen Phrampus, 3401 Watergrass Street, West Melbourne, stated he is one of the directors of the Sawgrass Lakes Master Association and the representative of over 800 property owners, soon to be 933 upon completion. He said he is also a West Melbourne Councilman and he understands that boards need to hear and review requests without pre-determined opinions, and need to consider the facts presented by staff, the requestee, and the opposition. He stated the developer will say the research indicates that boat and RV storage is needed and is a good fit for the surrounding communities, and they will also say they met with the residents and made concessions based on those meetings. He said the meeting with the developer was requested on short notice and held on December 26th, at the Sawgrass Lakes clubhouse. The overall resident opinion was that the developer was checking off a box to present to the County Commissioners and this board, and any so-called concessions were pre-conceived and presented, not objectively discussed. They implemented an offensive strong-armed reasoning tactic of saying they could build a concrete block wall instead of a tree buffer, and the residents found that very offensive. He noted that would be in lieu of the hundreds of feet of tree buffer that is currently there and could be lost. He stated the developer's environmental report dated December 2019 indicates no eagles nest within one mile and the occasional presence of wading birds. This information is factually not true; there is an eagle's nest within a mile on Sawgrass Lakes property, along with the daily occurrence of a wading bird and a roosting sanctuary on the shoreline of the subject property, and if all of those trees are removed all of that is going to go away. He said the developer will say that only concrete and road construction waste have been buried on this site; however, the Universal Science Phase One Environmental Site Assessment report dated December 2004 indicates that during operational periods of the landfill, solid waste items such as paint cans, tires, automobile engine parts, and household trash were accepted by the site. The developer's report from KSM Engineering indicates the sub-surface investigation was terminated after three to five feet in multiple locations because of debris, and

recommends either the debris be removed or an adjacent site be utilized. As a recap of what County Commissioners have already invested in this property in 1992, the County closed the landfill at a cost of \$400,000 to meet EPA regulations and paid the current property owner for the lost services, which is why it is currently a sanctuary-type property, no thanks to the property owner. The property also provides a sound barrier to the traffic noise of I-95, which would be lost with the removal of hundreds of feet of trees. He noted the property was denied support from the City of West Melbourne when asked to supply water and sewer, along with the possibility of annexation, which was prior to his tenure on the Council. This proposal has become known as the great lighted parking lot on the hill, as it is 30 – 40 feet above the surrounding residential area. When residents purchased their homes, they did so with the understanding that the zoning of the landfill area was extremely limited. A parking lot abutting the subdivision was not a consideration. As stated by a board member at the October Planning and Zoning meeting for the transmittal of the property, there is already a traffic problem on Minton Road, the applicant is not using available commercial property already in the area, and it's not a project recommended by the Comprehensive Plan. A large scale comprehensive plan amendment requires a property of this size to be located on a principal artery intersection; however, it is located at the top of a hill at a dead end and urban street with a blind driveway. Even though the transmittal report states there is no traffic data available, the Minton Road feasibility study rates the current intersection at Minton and Norfolk as an 'F' during the morning traffic hours. Sawgrass Lakes residents have nothing to gain and only to lose if the proposal goes through.

End of public comment.

Ron Bartcher stated in one of the emails sent by a Sawgrass Lakes resident it was noted that an inspector conducted a survey on the site. He asked if the inspector provided a report. Mr. Phrampus replied that was in reference to some of the reports presented by the developer. KSM Engineering did an environmental study that he mentioned some of the facts from, but it wasn't brought out by the developer because it didn't favor the proposal.

[Ian Golden's absence was noted]

Mr. Moia stated he thought the neighborhood meeting was productive and thought they discussed every issue that was possible to discuss, and the meeting was very well attended by the residents. He agreed the meeting was held around the holidays with short notice, but he appreciated the residents attending on short notice. He stated the intent is not to disturb the landfill; a road was built over the landfill and anything that is there has been there for a long time. He said he feels the proposed development limits disturbing it more so than any other possible use, and it would be a different story if houses were built on the property and in 30 years the residents would have issues. He went on to say people will access the property outside of peak hours; the road does not have issues off of peak hours, only during peak hours. He said he believes he has addressed all of the issues; the property will be disturbed as little as possible, and nothing will be un-earthed that will cause a problem because it's not in their best interest, so as much as possible will be preserved.

Ben Glover asked how the stormwater will be managed. Mr. Moia stated they are going to work within the topsoil, filling on top of it, but not get into anything within any reasonable distance of the material that would cause an issue with the DEP or any other agency.

Mr. Filiberto asked if the material is three to four feet beneath the ground. Mr. Moia replied it is three to five feet beneath the ground.

Mr. Filiberto noted the Florida Fish and Wildlife Commission reviewed the request and had no objections, comments, or recommendations toward this project, nor did the St. Johns River Water Management District, Florida Department of Transportation, and the Florida Department of Environmental Protection.

Brian Hodgers stated Mr. Moia mentioned many times that the proposed project is the lowest impact, and asked if there have been other potential uses proposed by the seller that could be less impactful than what he's trying to do. Mr. Moia replied the only other use he knows of that could be done is single-family residential or a private golf course, and maybe one or two other uses that are not really development.

Mr. Hodgers asked staff to confirm that the property has a RES 2 Future Land Use designation.

Tad Calkins replied the land use is RES 2 and CC (Community Commercial), the largest portion of the property is the RES 2, it's just the eastern piece along the property line that is CC. The current zoning classification is GU (General Use) and allows one unit per five acres. Under the current zoning, they would be allowed to have three homes on the property. They could change the zoning to be something that would be compatible with RES 2 without going through the large scale amendment, and then have up to two units per acre.

Mr. Bartcher stated he can't imagine any builder building a house or any buyer who would be willing to buy a house on an old dump site, so comparing it to what residential impacts would be is facetious because it's not going to happen.

Mr. Glover asked if the property should sit vacant forever. Mr. Bartcher replied he doesn't see that as a bad thing. In reality, it's almost like having a park that's not used by anybody. Environmentally, it's a nice place with a lot of trees. He said in terms of what else can be done, Mr. Moia has made some serious commitments to avoid potential problems, and if he's willing to go ahead and follow the DEP guidelines for building on top of a site, that would be very helpful. He said his concern is how deep is the debris; and noted that Mr. Moia said it's three to five feet, but erosion over the years could have deteriorated the ground cover down 18 inches or a foot. He asked if the septic tank already existing on this property. Mr. Moia replied no. Mr. Bartcher stated a mounded septic wouldn't disturb the soil. Mr. Moia agreed.

Mr. Bartcher stated by taking the mounded septic into account, plus the DEP's guidelines, if Mr. Moia is willing to put that in the BDP, there could be a potential use for the property. He said he still has concerns about the fact that there is a traffic problem, but if the hours could be limited to non-peak hours, that would help alleviate the problem.

Harry Carswell asked what will be built on the site. Mr. Moia replied there will be paved driveways and probably gravel or stabilized parking spaces.

Joe Buchanan stated he was raised in a house that was on top of a garbage dump; the community is still there today and it's a nice place to live. He said there are a lot of things that can be done with land, but with this particular property it looks like the developer has chosen the best use.

Mr. Filiberto stated as far as traffic, a storage facility would only increase to 81.94% capacity, so the traffic increase would only be 1.29% from where it is currently.

Mr. Hodggers stated with regards to the traffic impact, Mr. Bartcher mentioned is that he's concerned about that, and one of the statistics the gentleman brought up was there are another 100 or so homes that are going to be built in that area, so they are already living there, but they are concerned about the traffic impact, but more homes will raise that traffic impact more than a storage facility.

Mr. Glover asked if Mr. Moia would agree to add the FDEP regulations to the BDP. Mr. Moia replied yes.

Mr. Carswell stated he is a firm believer in property rights and he doesn't see any reason to take away the subject property owner's rights. He said the proposed project is a perfect fit for the neighborhood.

Motion by Harry Carswell, seconded by Joe Buchanan, to approve the adoption of the Large Scale Plan Amendment proposed by Brevard Tower Communications, Inc., to change the Future Land Use Map Series designation from RES 2 and NC to CC. The motion passed 4:2, with Bartcher and Glover voting nay.

Motion by Ben Glover, seconded by Joe Buchanan, to approve the change of zoning classification from GU to BU-2, and removal of a CUP for Tower and Antenna, with a BDP (Binding Development Plan) submitted by the applicant stipulating the following: 1.) to develop the property as a boat and RV storage facility and related ancillary services and facilities; 2.) to provide a 50-foot buffer along the west and north boundaries of the property, in lieu of a six-foot wall; 3.) to limit the number of outdoor storage spaces to 350; 4.) to limit ingress and egress to Norfolk Parkway; 5.) to prohibit a sewage dump station unless public sewer connection is obtained; 6.) to limit outdoor lighting to 17 feet in height from grade to bottom of fixture; 7.) to provide a westbound turn lane if warranted and approved by the City of West Melbourne; 8.) to prohibit overnight stays within the stored vehicles. The board further stipulated the BDP to include that the developer/owner shall comply with the FDEP Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas in Florida. The motion passed unanimously.

H2, H3
2/4/21 BCC ZONING
BREVARD TOWERS
COMMUNICATIONS, INC.

Images 4 & 5: On the aerial you will see a road running along the western side of the property. This shows the height of the trees and natural vegetation. For comparison, these images are taken over the dash of a large F150 truck. This buffer runs around the entire west, north and east boundaries of the property.



Image 6: Shows the view of the natural buffer from the east looking west.



Image 7: View of the property from the south. Please note the natural landscape buffer surrounds nearly the entire property.



Image 8: Current view from the west (what residents see now).





BOARD OF COUNTY COMMISSIONERS

Rita Pritchett, District 1 Commissioner

2000 South Washington Avenue, Ste. 2

Titusville, FL 32780

(321) 607-6901

D1.commissioner@brevardfl.gov

Planning and Development

Zoning Meeting February 4, 2021

Brevard Tower Communications, Inc.- 20PZ00072, 20Z00015

Commissioner Pritchett spoke with Mr. Stephen Phrampus via telephone regarding the above items on February 1, 2021. The Commissioner listened to his concerns regarding the zoning items.



BOARD OF COUNTY COMMISSIONERS

H.4.
Rita Pritchett, District 1 Commissioner

2000 South Washington Avenue, Ste. 2

Titusville, FL 32780

(321) 607-6901

D1.commissioner@brevardfl.gov

Planning and Development
Zoning Meeting February 4, 2021
Ag Ventures - 20PZ00101

Commissioner Pritchett spoke with Ms. Kim Rezanka and Mr. Chad Genoni via telephone regarding the above item on February 3, 2021. The Commissioner listened to their concerns regarding the zoning item.

From: [Stephen Phrampus](#)
To: [Zonka, Kristine](#); [Luebker, Vic](#); [Jones, Jennifer](#)
Subject: Brevard Tower Communications Large Scale Comp Plan Amendment for the Commissioners' meeting on Feb. 4th
Date: Thursday, February 4, 2021 1:39:35 PM
Attachments: [2021-01-11 petition2 signatures.pdf](#)
[KSM-Hand Augers 08-05-2020\[157417\].pdf](#)
[KSM-Perc Tests 08-05-2020\[157416\].pdf](#)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon County Commissioners',

My name is Stephen Phrampus of 3401 Watergrass Street located in the City of West Melbourne, County of Brevard.

This is the fourth time speaking publicly about opposing this landfill project, while representing Sawgrass Lakes residents. Each time pointing out facts that do not support it. They remain:

The Comprehensive Plan Amendment does not recommend Community Commercial clustering closer than 5 miles apart when it exceed 40 acres, this property's 17.5 acres with the current zoned properties it would cluster with totals over 47 acres. There is a community cluster currently 2.5 miles from this site and a commercial node $\frac{3}{4}$ of a mile from this site.

The Comprehensive Plan Amendment also states that clusters "must be" located at principal arterial/principal arterial intersections. This developer has chosen not to purchase the property giving the required access, which is available for sale, and instead is using a blind driveway onto a dead-end urban road instead.

The City of West Melbourne denied access to water and sewer to avoid the potential risks of disturbing the landfill area.

In 2018 the bond held by the City for Norfolk Parkway needed to be utilized to inject filler under the road when a part of the road shoulder caved-in near the top of the overpass.

The intersection at Norfolk & Minton is currently rated a F during morning traffic according to the Minton Road Feasibility study's "Level of Service" metric of A-F.

The engineer claims he will not disturb the landfill area, however if your removing 60 to 80% of the mature trees on the property along with adding 201 covered parking spaces with an aluminum canopy which is 2/3 of the total spaces, all needing appropriate ground support according to the submitted reports, how could you not disturb the landfill materials buried 3 to 5 feet below the ground?

The developers' reports from KSM Engineering and Testing states, "We recommend that either the debris be removed, or adjacent sites be utilized to set the high season elevations" and, In order to avoid any damaging structural distress due to settlements, a

more appropriate foundation system would need to be engineered.

This Board 30 years ago spent over 500,000 tax dollars to close this illegal landfill and create what is here today, the best use of this land and those tax dollars is to leave the current zoning, where only a maximum of 4 homes could be build or a community park or a few other limited projects. Doing nothing is doing something, it's not disturbing the land, not adding to traffic, not reducing the sound barrier, not contributing to potential environmental concerns, not disturbing the rousting snowy egrets, not wasting the tax dollars spent to create what is here now.

And maybe the most important fact of all, despite what the developer wants you to believe, hundreds of surrounding residents do not want this zoning changed and do not feel it is the best use of this property, which has been supported by our submitted petition.

I have heard long discussions on the new landfill project on 192, please give the same consideration to what happens to these landfills after the fact, especially the illegal ones

Thank you for your time, effort and consideration of these facts as presented.

Stephen M. Phrampus
Sawgrass Lakes Director
3401 Watergrass Street
West Melbourne, FL 32904
856-265-1271
stephenphrampus@gmail.com

change.org

Recipient: Brevard County Commission

Letter: Greetings,

A petition to oppose re-zoning the parcel of land immediately East of
Sawgrass Lakes

Signatures

Name	Location	Date
Paul Claessen	W Melbourne, FL	2021-01-01
Faith Tatum	West Melbourne, FL	2021-01-01
Rachael Howard	West Melbourne, FL	2021-01-01
Marcia Post	Melbourne, FL	2021-01-01
Matthew Howard	West Melbourne, FL	2021-01-01
Julie Arthur	West Melbourne, FL	2021-01-01
Amanda Maidhof	Palm Bay, FL	2021-01-01
Oliver Ray-Wever	Orlando, FL	2021-01-01
Stephanie Bryant	West Melbourne, FL	2021-01-01
Christine Lewis	Melbourne, FL	2021-01-01
Dana Suggs	Palm Bay, FL	2021-01-01
Stephen Phrampus	West Melbourne, FL	2021-01-01
Ashley Phrampus	West Melbourne, FL	2021-01-01
christy tardy	West Melbourne, FL	2021-01-01
K Dev	Melbourne, FL	2021-01-01
Lori Stuart	West Melbourne, FL	2021-01-01
Lance Lester	West Melbourne, FL	2021-01-01
Manasaa D L	Melbourne, FL	2021-01-01
Adalberto De la Rosa	Palm Bay, FL	2021-01-01
John Martiney	West Melbourne, FL	2021-01-01

Name	Location	Date
Waleska Perez	Melbourne, FL	2021-01-01
Sarah McCall	West Melbourne, FL	2021-01-01
William Heineman	West Melbourne, FL	2021-01-01
Kristy McGhee	Melbourne, FL	2021-01-01
Deborah Braithwaite	Melbourne, FL	2021-01-01
Dona Dmitrovic	Orlando, FL	2021-01-01
Rebecca Ciarcia	West Melbourne, FL	2021-01-01
Maxwell Perez	Melbourne, FL	2021-01-01
Elizabeth Short	West Melbourne, FL	2021-01-01
Lauren Degory	Palm Bay, FL	2021-01-01
John Burke	West Melbourne, FL	2021-01-01
Cindy Lonza	West Melbourne, FL	2021-01-01
Jack Samowitz	W Melbourne, US	2021-01-01
Erica Stacey	Palm Bay, FL	2021-01-01
Stephanie Sorensen	Palm Bay, FL	2021-01-01
Tara McNab	Melbourne, FL	2021-01-01
Gary Simpson	West Melbourne, FL	2021-01-01
Constance Cook	Melbourne, FL	2021-01-01
Ashley Werth	Greenwood, IN	2021-01-01
Fady Isaac	West Melbourne, FL	2021-01-01
Yashira Santos	Melbourne, FL	2021-01-01
Kim eddleman	Melbourne, FL	2021-01-01

Name	Location	Date
Jonathan Mason	West Melbourne, FL	2021-01-01
Vanessa Manning	Melbourne, FL	2021-01-01
Steven Brightwell	West Melbourne, FL	2021-01-01
Amanda Kassabian	West Melbourne, FL	2021-01-01
Richard Waggoner	Florissant, US	2021-01-01
Usha Tirur	Melbourne, FL	2021-01-01
Jessica LaFontaine	Melbourne, FL	2021-01-01
Jackie Kirner	West Melbourne, FL	2021-01-01
Jessica Yourek	Melbourne, FL	2021-01-01
Ryan LaFontaine	Melbourne, FL	2021-01-01
Jason Grucza	West Melbourne, FL	2021-01-01
Debbie Gibbs	Florence, US	2021-01-01
Praveen Kumar	Melbourne, FL	2021-01-01
Lian Szeto	West Melbourne, FL	2021-01-01
Shakayla Thomas	Compton, US	2021-01-01
Ebony Daniels	West Melbourne, FL	2021-01-01
Rita Devlin	West Melbourne, FL	2021-01-01
Bridgett Williams-Cooper	Melbourne, FL	2021-01-01
Amber Swan	Melbourne, FL	2021-01-01
Jean Rivera	West Melbourne, FL	2021-01-01
Kelly Therrien	Melbourne, FL	2021-01-01
Dawnell Claessen	Palm Bay, FL	2021-01-01

Name	Location	Date
Tiffany Smith	Palm Bay, FL	2021-01-01
Josh Post	Melbourne, FL	2021-01-01
Tara Chafin	Melbourne, FL	2021-01-01
Daniel Rodriguez	Palm Bay, FL	2021-01-01
Jane Muhr	W Melbourne, FL	2021-01-01
Chris Chafin	Tampa, FL	2021-01-01
Randy Rodriguez	West Melbourne, FL	2021-01-01
Stephen Lee	Palm Bay, FL	2021-01-01
Dan Tesenair	West Melbourne, FL	2021-01-01
Pearl Hann	Melbourne, FL	2021-01-01
Jutta Emerald	Melbourne, FL	2021-01-01
Leslie Kelsheimer	West Melbourne, FL	2021-01-01
Heather Hallett	West Melbourne, FL	2021-01-01
Eric Tizol	Melbourne, FL	2021-01-01
Jen Rutherford	Palm Bay, FL	2021-01-01
Mary Heineman	WEST MELBOURNE, FL	2021-01-01
Yi Qiao Zheng	West Melbourne, FL	2021-01-01
Lucy Swing	Palm Bay, FL	2021-01-01
Reddappa Nadella	Altamonte Springs, FL	2021-01-01
Tonya Musskopf	Palm Bay, FL	2021-01-01
Tho Pham	West Melbourne, FL	2021-01-01
Alyshia Gillham	Melbourne, FL	2021-01-01

Name	Location	Date
Venkat Kotha	Palm Bay, FL	2021-01-01
Marilyn Harkey	West Melbourne, FL	2021-01-01
Zach Colby	Orlando, FL	2021-01-01
Kanikesh Yedla	Melbourne, FL	2021-01-01
Kim Bower	Melbourne, FL	2021-01-01
Ravi Rama	Palm Bay, FL	2021-01-01
Frank Greaves	West Melbourne, FL	2021-01-01
Tarra Scott Rondeau	West Melbourne, FL	2021-01-01
Melanie Fox	Melbourne, FL	2021-01-01
Susana Muñoz	Madrid, Spain	2021-01-01
LISA Young	Melbourne, FL	2021-01-01
yolanda schultes	Wittenbach, Switzerland	2021-01-01
Niina Anttinen	Espoo, Finland	2021-01-01
Julia Jaggars	Melbourne, FL	2021-01-01
dominique benoit	Villiers-en-Désœuvre, France	2021-01-01
Stephanie Nesius	West Melbourne, FL	2021-01-01
isabel esteve	Castelloli, Spain	2021-01-01
Leeanne Evans	New Quay, Wales; Cymru, UK	2021-01-01
Djamila grouci	Paris, France	2021-01-01
wendy smith	Nelson, UK	2021-01-01
Theresia Maria	Deutschland, Germany	2021-01-01
Eva Maria Genovese	Muttenz, Switzerland	2021-01-01

Name	Location	Date
James Stephenson	Melbourne, FL	2021-01-01
Debra Barr	Anaheim, CA	2021-01-01
Anne Montarou	Plaisir, France	2021-01-01
Marites Reimann	Oslo, Norway	2021-01-01
Pam Rutherford	West Melbourne, FL	2021-01-01
Barbaralynn Bauder	West Melbourne, FL	2021-01-01
Sylvie Lemaire	Féternes, India	2021-01-01
Navjyoth banala	Melbourne, FL	2021-01-01
James Teichert	Melbourne, FL	2021-01-01
Denise Holden	West Melbourne, FL	2021-01-01
Sabine Mayr	Innsbruck, Austria	2021-01-01
Maria Van Geel	Zdroisko, Poland	2021-01-01
Donna Marcinkowski	West Melbourne, FL	2021-01-01
Erin White	West Melbourne, FL	2021-01-01
Kathryn McQuaide	West Melbourne, FL	2021-01-01
Renata Puppini	Italy	2021-01-01
Silvia Steinbrecher	Germany	2021-01-01
Stephan Kreiser	Harrisburg, PA	2021-01-01
Ana Gruber	Wolfratshausen, Germany	2021-01-01
Christine Burke	Melbourne, FL	2021-01-01
Liliana Fiorini	Cordoba, Argentina	2021-01-01
Paul Barr	West Melbourne, FL	2021-01-01

Name	Location	Date
Rosemary Opalka	Mebane, US	2021-01-01
Joseph DaRosa	Palm Bay, FL	2021-01-01
Bret McLean	Melbourne, FL	2021-01-01
Lou Ann Parr	Melbourne, FL	2021-01-01
Jason Buenaventura	Palm Bay, FL	2021-01-01
Sally Suber	Melbourne, FL	2021-01-01
Tabitha Martiney	Palm Bay, FL	2021-01-01
James LaRubio	W. Melbourne, FL	2021-01-01
D S	Melbourne, FL	2021-01-01
Ryan Westervelt	Melbourne, FL	2021-01-01
Edward London Jr	West Melbourne, FL	2021-01-01
John Tardy	Melbourne, FL	2021-01-01
Gregory Hitt	Taylor Mill, KY	2021-01-01
Tiziana Dordoni	via xx settembre 11 Corsico milano, Italy	2021-01-01
Shayna Tyler	Vallentigny, France	2021-01-01
William Martin	Melbourne, FL	2021-01-01
Alicia Riggs	Palm Bay, FL	2021-01-01
catherine cheneval	LYON, Spain	2021-01-01
Doug St John	Melbourne, FL	2021-01-01
Stephanie Gilbert	Sewell, NJ	2021-01-01
Michelle St John	West Melbourne, FL	2021-01-01
Angélique Sebban	Saint-Maur, France	2021-01-01

Name	Location	Date
Robert zifer	Melbourne, FL	2021-01-01
jocelyne lapointe	Terrebonne, CA	2021-01-01
Anil Geddam	Melbourne, FL	2021-01-01
tom risken	Heide, Germany	2021-01-01
Frutuoso Christina	Esch, Luxembourg	2021-01-01
Susan Horn	West Melbourne, FL	2021-01-01
Hanneke Mol	Poortvliet, NE	2021-01-01
Carrie Friday	West Melbourne, FL	2021-01-01
Mirjam Talma	Buitenpost, Netherlands	2021-01-01
Leland Horn	Palm Bay, FL	2021-01-01
Jonathan Harris	Palm Bay, FL	2021-01-01
Sabine Möhler	sabine.stiker@web.de, Germany	2021-01-01
Mithun Singh	W Melbourne, FL	2021-01-01
Lena Dixon	West Melbourne, FL	2021-01-01
Billie Mayes	West Melbourne, FL	2021-01-01
John Ringleb	West Melbourne, FL	2021-01-01
Αναστασία Χλωρού	EYΟΣΜΟΣ, Greece	2021-01-01
Mihaela mares	Lake Dallas, TX	2021-01-01
Sarah Caduff	Melbourne, FL	2021-01-01
Astrid V.d. Geest	Stadskanaal, Netherlands	2021-01-01
Tiemi Saito	Shimizu ku 339, Burundi	2021-01-01
Patricia LaRouche	1755 Litchfield Drive, FL	2021-01-01

Name	Location	Date
Michael Carter	West Melbourne, FL	2021-01-01
Sylvia Breuer	Canby, MN	2021-01-01
Anke Otto	Auerbach, Germany	2021-01-01
Irene Nawo-Eichner	Lensahn, Germany	2021-01-01
Andressa Trevisiol	Melbourne, FL	2021-01-01
Ramki Tirur	Melbourne, FL	2021-01-01
sylviane lambert - husin	Benon, France	2021-01-01
Debbie Macmillan	Balloch, Scotland, UK	2021-01-01
PRAMOD Reddy	West Melbourne, FL	2021-01-01
Claudia Neuhaufen	Germany	2021-01-01
Graham Duncan	Dublin, Ireland	2021-01-01
Abby Kamunge	Melbourne, FL	2021-01-01
Rosi Zang	Aschaffenburg, Germany	2021-01-01
laurence vanham	5310 leuze, Belgium	2021-01-01
Mardie Robbins	West Melbourne, FL	2021-01-01
Chardonnens Sonja	Mannens, Switzerland	2021-01-01
Ronnica Willwerth	Melbourne, FL	2021-01-01
Jean Chagnon	Montréal, Canada	2021-01-01
Debbie Brent	Columbia, MD	2021-01-01
Aruna Subbareddy	West Melbourne, FL	2021-01-01
Anneke v. Brussel Andries	Raamsdonksveer, Netherlands	2021-01-01
Elbert Schaffert	West Melbourne, FL	2021-01-01

Name	Location	Date
Ivan Braithwaite	Palm Bay, FL	2021-01-01
jade ALF	Blois, France	2021-01-01
Jasmin Porschen	München, Germany	2021-01-01
Mike Casey	Melbourne, FL	2021-01-01
Joyce Brown	longueuil, Canada	2021-01-01
Andre Schaffert	Palm Bay, FL	2021-01-01
Dominique LANG	Vaison-la-Romaine, France	2021-01-01
Lisa Salazar	Shasta Lake, CA	2021-01-01
Anna Carolina Sousa	Melbourne, FL	2021-01-01
Michelle Araujo	Satellite Beach, FL	2021-01-01
Rogério Ciofi	Melbourne, FL	2021-01-01
Priscila Schaffert	Melbourne, FL	2021-01-01
Gabriela Murner	Eggstätt, Germany	2021-01-01
Sasan Rastegarları	Orlando, FL	2021-01-01
Ana Schaffert	West Melbourne, FL	2021-01-01
Scott Eddleman	Melbourne, FL	2021-01-01
Christie Urban-Santillan	Melbourne, FL	2021-01-01
Ana Beckner	West Melbourne, FL	2021-01-01
Andressa Trevisiol	Fl, FL	2021-01-01
Bob Sheladia	The Villages, FL	2021-01-01
Ellen Conderman	Palm Bay, FL	2021-01-01
Jennifer Gress	West Melbourne, FL	2021-01-01

Name	Location	Date
Rebecca Lew	Florida	2021-01-01
Thomas McCormack JR	West Melbourne, FL	2021-01-01
Kelley Maynard	Melbourne, FL	2021-01-01
Sandra Pfeiler	Tustin, CA	2021-01-01
Myra and Michael Burris	Melbourne, FL	2021-01-01
Jessica Ford	West Melbourne, FL	2021-01-01
Beatrix Wassermann-Otto	Warstein, Germany	2021-01-01
Steve Paff	Melbourne, FL	2021-01-01
Michele McCormack	US	2021-01-01
Kiran Babu Bireddi	Palm Bay, FL	2021-01-01
Tim Eaton	East Hampton, CT	2021-01-01
Beth Schrader	Melbourne, FL	2021-01-01
Vasanthakumar Kungarupalayam Sellamuthu	Melbourne, FL	2021-01-01
Paromeeta N	Palm Bay, FL	2021-01-01
Margaret Griesmer	Babylon, NY	2021-01-01
Cari France	West Melboure, FL	2021-01-01
Amanda Black	Palm Bay, FL	2021-01-01
Michel Furtado	West Melbourne, FL	2021-01-01
Nora Isaac	West Melbourne, FL	2021-01-01
Fernando Mendez	US	2021-01-01
Achol Deng	Lexington, US	2021-01-01

Name	Location	Date
Elango A	Melbourne, FL	2021-01-01
Kleiah Cross	Merced, US	2021-01-01
meghan sheppard	Selden, US	2021-01-01
Em Acos	Eugene, US	2021-01-01
Brenda Banaszak	Palm Bay, FL	2021-01-01
Benjamin Tarkenton	Charlotte, US	2021-01-01
Anne Kelly	Gorham, US	2021-01-01
valarie dobromirescu	Newark, US	2021-01-01
Bert Sabo	Ventnor City, NJ	2021-01-01
Gregory Barnes	Melbourne, FL	2021-01-01
Lalita Creighton	West Melbourne, FL	2021-01-01
Kenny Girard	Exeter, NH	2021-01-01
Charles Dickens	West Melbourne, FL	2021-01-01
sara sang	los angeles, CA	2021-01-01
Fernande Fournier	Luxembourg, Luxembourg	2021-01-01
Reita Curry	Palm Bay, FL	2021-01-01
Tarryn Mapp	Felton, DE	2021-01-01
Gina Farrington	West Melbourne, FL	2021-01-01
Roger Beckner	West Melbourne, FL	2021-01-02
Rhonda Lackey	West Melbourne, FL	2021-01-02
David Hasker	Melbourne, FL	2021-01-02
Cynthia MCGuire	Melbourne, FL	2021-01-02

Name	Location	Date
Caitlin Pelletier	West Melbourne, FL	2021-01-02
f original user	New York, US	2021-01-02
Ericka Hoskin	Sharon, US	2021-01-02
Astrid Munoz	NJ, US	2021-01-02
Kene Have r.	Placentia, US	2021-01-02
Nyla Johnson	Blackwood, US	2021-01-02
Yanell Perez	Laredo, US	2021-01-02
Nicole Cook	Melbourne, FL	2021-01-02
Dean Kuennen	Melbourne, FL	2021-01-02
Fei Liang	Palm Bay, FL	2021-01-02
Christeen Anderson	Crestview, FL	2021-01-02
Lirong Zheng	Palm Bay, FL	2021-01-02
Francisco Chavez	Melbourne, FL	2021-01-02
Eddie Cruz	West Melbourne, FL	2021-01-02
Stuart Sheinman	West Melbourne, FL	2021-01-02
Lorelei Vitulli	Palm Bay, FL	2021-01-02
Auvese Pasha	Melbourne, FL	2021-01-02
Gerlinde Holzer	Guntersdorf, Austria	2021-01-02
Annette DaRosa	Palm Bay, FL	2021-01-02
Cynthia Nemec	Melbourne, FL	2021-01-02
Carrie DiSebastian	Melbourne, FL	2021-01-02
Peggy Lin	Melbourne, FL	2021-01-02

Name	Location	Date
yoshino trudie	Ota-ku, Japan	2021-01-02
cathala corine	Pierrelatte, France	2021-01-02
Pam Miller	Tolar, TX	2021-01-02
Meike Schmedt	Osnabruck, Germany	2021-01-02
Andrew Vallender	Ventnor, England, UK	2021-01-02
Sharifah Farah Debah Syed Mohammad	Kuala Lumpur, Malaysia	2021-01-02
Judy Rees	Glenalta, Australia	2021-01-02
Gaïa Shepered	Gennevilliers, France	2021-01-02
Sinclair Petra	Erlensee, Germany	2021-01-02
Sue Cone	Hessle, ENG	2021-01-02
Christel Reaves	Melbourne, FL	2021-01-02
Mark Hann	West Melbourne, FL	2021-01-02
Caroline Sévilla	Paris, France	2021-01-02
bellinda rolf-jansen	Wijk Bij Duurstede, US	2021-01-02
Jeff Reaves	Melbourne, FL	2021-01-02
Gerardo Capote	Cancun, Mexico	2021-01-02
Chantal Martin	Koné, New Caledonia	2021-01-02
Megan Pantuso	Melbourne, FL	2021-01-02
Marc van de Waarsenburg	Middelburg, Netherlands	2021-01-02
Danielle Schukoske	West Melbourne, FL	2021-01-02
Hariana V Días	Bogota, Colombia	2021-01-02

Name	Location	Date
Konrad Dixon	Palm Bay, FL	2021-01-02
nancy hristodoulou	deer park, NY	2021-01-02
Raphaël PONCE	Aucamville, France	2021-01-02
Kate Kenner	Guilford, VT	2021-01-02
Luciana Marques de Paula	West Melbourne, FL	2021-01-02
Jusandra Passos	Sao Paulo, Brazil	2021-01-02
Terri Leverich	West Melbourne, FL	2021-01-02
Joyce Alexander	Edinburgh, Scotland, UK	2021-01-02
Kiran Patel	Melbourne, FL	2021-01-02
Pamela Hill	High River, Canada	2021-01-02
Julie Port	Slough, UK	2021-01-02
Mags Roy Mein	Newcastle, England, UK	2021-01-02
Sandra Snelders	Lowell, MA	2021-01-02
Carol Beaulieu	London, Canada	2021-01-02
Kristian Damkjer	West Melbourne, FL	2021-01-02
Alberto Rey	West Melbourne, FL	2021-01-02
Joanne Napier	Berwyn, IL	2021-01-02
Heidi Dotson	West Melbourne, FL	2021-01-02
ursula schilg	Mayen, Germany	2021-01-02
Nadia gauvin gauvin	France	2021-01-02
Braice Bastet	Japan	2021-01-02
Marie Steele	Palm Bay, FL	2021-01-02

Name	Location	Date
Erika Houck	West Melbourne, FL	2021-01-02
Stacey Lang	Melbourne, FL	2021-01-02
Nick Wills	Melbourne, FL	2021-01-02
Jessie southan	Dudley, England, UK	2021-01-02
Michael Clements	West Melbourne, FL	2021-01-02
John Roberts	Birmingham, England, UK	2021-01-02
R S	Koln, Germany	2021-01-02
Ann Wade	Melbourne, FL	2021-01-02
Ted Walkey	W Melbourne, FL	2021-01-02
Jodi Igard	Studio City, CA	2021-01-02
Elisabeth Bechmann	Polten, Austria	2021-01-02
stan nicollette	Bucharest, Romania	2021-01-02
Johanna Sheinman	Palm Bay, FL	2021-01-02
Peter Klein	Wien, Austria	2021-01-02
Russell Griesmer	West melbourne, FL	2021-01-02
Maryann Staron	Evergreen Park, IL	2021-01-02
Iris Watson	Palm bay, FL	2021-01-03
Rebecca Shore	West Melbourne, FL	2021-01-03
Jim Takahashi	Christchurch, New Zealand	2021-01-03
Stephanie Freilich	Melbourne, FL	2021-01-03
Jennifer Mason	West Melbourne, FL	2021-01-03
Davinia Hernández Gómez	Spain	2021-01-03

Name	Location	Date
Andréa Branco	Sao Paulo, Brazil	2021-01-03
John Buenaventura	La Mirada, CA	2021-01-03
Inge Stadler	Hilpoltstein, Germany	2021-01-03
Rolf Mense	Puerto Lumbreras, Spain	2021-01-03
Wendy Forster	UK	2021-01-03
Alvaro Montoya	Melbourne, FL	2021-01-03
Letha Catigbe	West Melbourne, FL	2021-01-03
Nicholas Ciarcia	West melbourne, FL	2021-01-03
Bethany Falls	Melbourne, FL	2021-01-03
Anahi Falcon	Argentina	2021-01-03
Amanda Naylor	Melbourne, FL	2021-01-03
Jennifer Evans	Ohio	2021-01-03
Elias Master	Wellington, FL	2021-01-03
Sean Cedar	Melbourne, FL	2021-01-03
Chantal Gacond	Noiraique, Switzerland	2021-01-03
Frédéric Jaubert	Pont de Chéruy, France	2021-01-03
Thomas Baize	Melbourne, FL	2021-01-03
Linda Phrampus	Melbourne, FL	2021-01-03
Brigitte Hermanns	Düsseldorf, Germany	2021-01-03
Nicole Laenen	gingelom, Belgium	2021-01-03
Donna Hasker	Melbourne, FL	2021-01-03
Eliezer Ramos	West Melbourne, FL	2021-01-03

Name	Location	Date
Andrea Fleck	Heidelberg, Germany	2021-01-03
Kristina Sedic	Zagreb, Croatia	2021-01-03
Michelle Curtiss	Melbourne, FL	2021-01-03
Didier Lallemand	Liège, US	2021-01-03
Clayton Truelove	West Melbourne, FL	2021-01-03
Caroline Siacot	Poligny, France	2021-01-03
Tim Pelletier	West Melbourne, FL	2021-01-03
Heather Tyler	West Melbourne, FL	2021-01-03
Robert Rondeau	Melbourne, FL	2021-01-03
Cynthia Stephenson	Melbourne, FL	2021-01-03
Lineska Rodríguez	Melbourne, FL	2021-01-03
Dondi Kuennen	West Melbourne, FL	2021-01-03
MeiLing Wang	Melbourne, FL	2021-01-03
Neil Ganey	Melbourne, FL	2021-01-03
Maryellen Magness	West Melbourne, FL	2021-01-03
Sajju Elangovan	Melbourne, FL	2021-01-03
Tito Baez	West Melbourne, FL	2021-01-03
Alfred Wilkes	Melbourne, FL	2021-01-03
Stephanie Alberts	Melbourne, FL	2021-01-03
Lionel Cox	Melbourne, FL	2021-01-03
Stephani Ahmad	West melbourne, FL	2021-01-03
Kathryn Ganey	Melbourne, FL	2021-01-03

Name	Location	Date
Katie Jordan	West Melbourne, FL	2021-01-03
Donald Curry	West Melbourne, FL	2021-01-03
Ayaz Nemat	Melbourne, FL	2021-01-04
Megan Beck	Melbourne, FL	2021-01-04
Gretchen Rodríguez	West Melbourne, FL	2021-01-04
Marla Connick	West Melbourne, FL	2021-01-04
Lucy Alvarez	Palm Bay, FL	2021-01-04
Giusi Nigro	West Melbourne, FL	2021-01-04
Nathan Thomas	West Melbourne, FL	2021-01-04
Mary Lou Fair	Palm Bay, FL	2021-01-04
Ellen Evans	West Melbourne, FL	2021-01-04
Kristie Ryan	Palm Bay, FL	2021-01-04
Gina Sama	West Melbourne, FL	2021-01-04
Osvaldo Agrait	Palm Bay, FL	2021-01-04
Kate Fine	West Melbourne, FL	2021-01-04
Kerrie Hernandez	Melbourne, FL	2021-01-04
Shashank Cukkemane Muralidhara	West Melbourne, FL	2021-01-04
Jacqueline Williams	West Melbourne, FL	2021-01-04
Marion Schiffers	Brussels, Belgium	2021-01-04
John Beck	West Melbourne, FL	2021-01-04
aiken chua	cebu, Philippines	2021-01-04

Name	Location	Date
Ashley Huser	Melbourne, FL	2021-01-04
Janina Grage	Germany	2021-01-04
r van buren	Palm Bay, FL	2021-01-04
Michael McGuire	West Melbourne, FL	2021-01-04
Daniel Berry	Melbourne, FL	2021-01-04
Christian Karch	West Melbourne, FL	2021-01-04
Rebecca Holly	Melbourne, FL	2021-01-04
Beverly McLean	West Melbourne, FL	2021-01-04
Tessa Hurt	Melbourne, FL	2021-01-04
Alicia Niles	Melbourne, FL	2021-01-04
Amy Dutra	Melbourne, FL	2021-01-04
Tammy Finnell	Melbourne, FL	2021-01-04
Tara Densler	Melbourne, FL	2021-01-04
Michelle Cederquist	Mount Dora, FL	2021-01-04
Andrea Lewark	Palm Bay, FL	2021-01-04
Ambber Harms	Melbourne, FL	2021-01-04
Melinda Harris	Palm Bay, FL	2021-01-04
Vien Nguyen	Bel Aire, KS	2021-01-04
Elizabeth Richardson	Palm Bay, FL	2021-01-04
Steve Dutra	West Melbourne, FL	2021-01-04
Shira Langsm	Valley Stream, US	2021-01-04
Jasmine Walker	Detroit, US	2021-01-04

Name	Location	Date
Billy Reinschmidt	Ledyard, US	2021-01-04
Melissa Heithaus	Mckinney, US	2021-01-04
Alanna Amado	Duxbury, US	2021-01-04
Ethan Uecker	Portland, US	2021-01-04
Stephan Benecke	Irving, US	2021-01-04
A Person	ejkwfnkjewnf, US	2021-01-04
Kelly Hoylman	Palmer, US	2021-01-04
molly I	Pittsburgh, US	2021-01-04
Virginia Graham	Sugar Land, TX	2021-01-04
KARLA GARCIA-LOPEZ	Vancouver, US	2021-01-04
Jennavy Garcia	Wake Forest, US	2021-01-04
Tami Brody	Oklahoma City, US	2021-01-04
Andrea Gaonag	Norristown, US	2021-01-04
Devster 	Brooklyn, US	2021-01-04
Sage Daniel Neale	US	2021-01-04
carol DeBlasis	Melbourne, FL	2021-01-04
Ava French	Melbourne, FL	2021-01-04
Louise Husband	US	2021-01-04
Don Lilly	Orlando, FL	2021-01-04
Marion Bistarkey	Hollywood, FL	2021-01-04
Danielle Silfort	Palm Bay, FL	2021-01-04
Marilyn Baran	Melbourne, FL	2021-01-04

Name	Location	Date
tania kurman	palm bay, FL	2021-01-04
Janice Tannehill	Melbourne, FL	2021-01-04
Christopher Evans	Shobdon, UK	2021-01-04
Chris Wicht	Melbourne, US	2021-01-04
helga salvetti	Melbourne, FL	2021-01-04
Michael Doherty	Melbourne, FL	2021-01-04
Linda Coon	Utica, NY	2021-01-04
p parrella	viera, FL	2021-01-05
Maria Uhler	Melbourne Beach, FL	2021-01-05
Danny Stala	Palm Bay, FL	2021-01-05
Thomas Piermarini	West Melbourne, FL	2021-01-05
Alison Pratt	West Melbourne, FL	2021-01-05
Karen Sadoff	West Melbourne, FL	2021-01-05
Brian Hartling	Melbourne, FL	2021-01-05
Sangita Chovatia	Palm Bay, FL	2021-01-05
Paresh Patel	Palm Bay, FL	2021-01-05
Donald Baldridge	West Melbourne, FL	2021-01-05
Dianne Errichetti	Long Branch, NJ	2021-01-05
Marianne Beames	Spain	2021-01-05
Kathy Torres	Melbourne, FL	2021-01-05
Amanda Figueredo	Palm Bay, FL	2021-01-05
Michael Falls	Melbourne, FL	2021-01-05

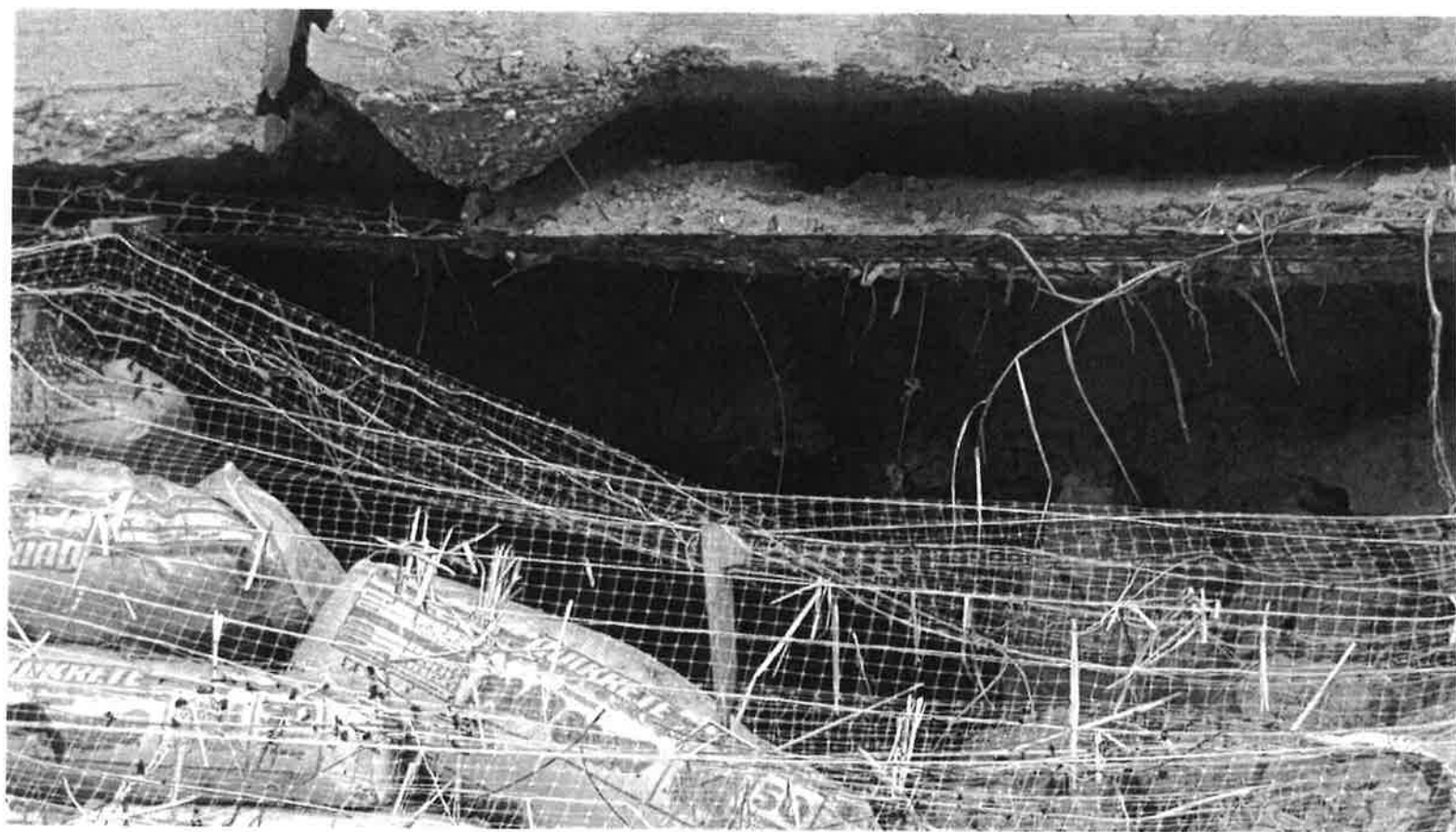
Name	Location	Date
Eddy Celis	Melbourne, FL	2021-01-05
Zac Daniels	Florida	2021-01-05
Summer Daniels	Saint Albans, WV	2021-01-05
Harold Daniels	Palm Bay, FL	2021-01-05
NARESHKUMAR Savani	West Melbourn, FL	2021-01-05
daniel mcdonough	Melbourne, FL	2021-01-05
Steve Hipsley	Melbourne, FL	2021-01-05
Danii F. Paolucci	Perugia, Italy	2021-01-05
Shannon Finnell	West Melbourne, FL	2021-01-05
Deepti V	Melbourne, FL	2021-01-05
Deon Harkey	West Melbourne, FL	2021-01-05
Reita Curry	West Melbourne, FL	2021-01-05
Stephen Canuel	Kissimmee, FL	2021-01-05
Charles Fenno	Palm Bay, FL	2021-01-05
Mayela Langer	Miami, FL	2021-01-05
Terry Mathews	Melbourne, FL	2021-01-05
marielaure vignaud	France	2021-01-05
Alex Niles	Melbourne, FL	2021-01-05
Dwayne Davis	Palm Bay, FL	2021-01-06
Robyn Pastirik	Melbourne, FL	2021-01-06
Eric Wills	Meibourne, FL	2021-01-06
Luciano Ribeiro De Paula	Melbourne, FL	2021-01-06

Name	Location	Date
Colin McAllister	Melbourne, FL	2021-01-06
ramon hernandez	Melbourne, FL	2021-01-06
Donald Cockayne	Melbourne, FL	2021-01-06
Teresa Milburn	W Melbourne, FL	2021-01-06
Deb Perry	Rockledge, FL	2021-01-06
Sandra Stefanko	Melbourne, FL	2021-01-06
sandra carchidi	capaccio, Italy	2021-01-06
Cassandra Holder	Melbourne, FL	2021-01-06
Sheryl Opsahl	Palm Bay, FL	2021-01-06
Daniel Faria	Melbourne, FL	2021-01-06
Michael Casey	Melbourne, FL	2021-01-06
Tina Casey	Melbourne, FL	2021-01-06
Nesreen Alanssary Alanssary	Palm Bay, FL	2021-01-07
Wendy Canuel	Melbourne, FL	2021-01-07
Sadhasivam Komaragiri Varadaraj	Melbourne, FL	2021-01-07
Jenivieve Prezas	Melbourne, FL	2021-01-07
Irma Soto	Palm Bay, FL	2021-01-07
Dinosaur Chicken-Nuggets	Hinesville, US	2021-01-07
Nomis Roberts	Conway, US	2021-01-07
Carlos Ortega	Rochester, US	2021-01-07
hunter thomas	Pittsburgh, US	2021-01-07

Name	Location	Date
Kay Heckathorn	Gentry, AR	2021-01-07
Otto Braithwaite	West Melbourne, FL	2021-01-08
Brenda Regis	Sugar Grove, US	2021-01-08
David Grygo	Langhorne, US	2021-01-08
Brianna Mercado	Brandon, US	2021-01-08
Betty Coslett	Tucumcari, US	2021-01-08
Your Mom	Huntsville, US	2021-01-08
Nicholas Cartaya	Collierville, US	2021-01-08
Chase Anderson	Temecula, US	2021-01-08
Antony Wanniappa	Pasadena, US	2021-01-08
Daphne Woodward	Tulsa, US	2021-01-08
Indigo Johnson	Bloomfield Hills, US	2021-01-08
Daniel Lizarraga	Phoenix, US	2021-01-08
Valeria Silvestre	Salina, US	2021-01-08
Fernando Camargo Juarez	San Diego, US	2021-01-08
Johana delgado	Tallahassee, US	2021-01-08
sadie al	South Jakarta, Indonesia	2021-01-08
Delana Cooper	Melbourne, FL	2021-01-08
Kaci Campbell	West Melbourne, FL	2021-01-08
Russea Barefield	Joliet, US	2021-01-08
Beth Dickinson	Melbourne, FL	2021-01-09
Nicole Sullivan	Melbourne, FL	2021-01-09

Name	Location	Date
Naomi Yowell	Palm Bay, FL	2021-01-09
Patrick Doyle	Manhattan, US	2021-01-09
Gretchen Zeiger-May	Flagstaff, US	2021-01-09
Agim Demirovski	US	2021-01-09
Madilyn D	Cape Girardeau, US	2021-01-09
nathan n	Staunton, US	2021-01-09
Eva Pina	Memphis, US	2021-01-09
Arley Bloom	Hialeah, US	2021-01-09
Maria Arganda	Fontana, US	2021-01-09
Austin Mond	Boone, US	2021-01-09
Victoria Saucedo	Muncy, US	2021-01-09
Abigail Elliston	Sugar Hill, US	2021-01-09
Sofia Heaps	Pittsburgh, US	2021-01-09
Andrew Murtha	Guilford, US	2021-01-09
Daniel Jackson	US	2021-01-09
Kenta Leung	Redmond, US	2021-01-09
Adam Kaluba	Burleson, US	2021-01-09
Ayida Ali	Washington, US	2021-01-09
Kylee Rose	Hartford, US	2021-01-09
Levi Ackerman	Cleveland, US	2021-01-09
Jake Small	Huntington Station, US	2021-01-09
Yasameen Gobar	San Diego, US	2021-01-09

Name	Location	Date
Etienne Ivey	Deland, US	2021-01-09
Caren Perez	Elk Grove, US	2021-01-09
Azzaria Kelly	Jamaica, US	2021-01-09
Rebecca Wynter	Palm Bay, US	2021-01-09
Kenya Terr	Greeley, US	2021-01-09
Robin Parker	Seattle, US	2021-01-09
Lesly Reyes	Washington, US	2021-01-09
Walter Luigi	US	2021-01-09
Althea Hope	Oakland, US	2021-01-09
Val Lopez	Brooklyn, US	2021-01-09
damian laughon	Tacoma, US	2021-01-09
Elcira Bermudez	Melbourne, FL	2021-01-09





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KSM ENGINEERING AND TESTING

Mailing
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Sebastian, FL. 32978
Phone: 772-589-0712
C.A. # 5693
KSMengineering.net

July 28, 2020

Condev
Andy Gardner
921 N. Pennsylvania Avenue
Winter Park, FL 32789

**Re: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
KSM Project #: 203434-ha**

Dear Mr. Gardner:

As requested, KSM Engineering & Testing has performed a subsurface investigation at the referenced site. Presentation of the data gathered during the investigation, together with our geotechnical related opinions, are included in this report.

At the time of drilling, the site was flat with light surface vegetation (grass).

Project Description:

An aluminum canopy for the storage of recreational vehicles is planned to be constructed on the site. Loads from the structure will be transferred to the ground by either pad foundations or helical piles. We anticipate the maximum individual column loads will be less than 20 kips per individual column load.

Site Investigation:

The site investigation program consisted of performing seven (7) hand-auger borings on the site. The borings were terminated at depths of 3 to 5 feet below existing grade. The borings were terminated at the shallower depth due to debris. The locations of the borings are shown on the attached location plan.

During the hand-auger borings, a shaft with a conical point is pushed through the soil and the thrust required to push the cone tip is measured on an attached calibrated gauge. The value of the bearing pressure exerted by the cone point allows the operator to estimate the existing soil density. After the thrust was measured, the hole was advanced with a hand-auger in 1-foot increments to permit a continuation of measurement of relative density versus depth.

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Norfolk Storage
Brevard County, Florida

-2-

July 28, 2020

The records of the soils encountered, the penetration resistances and groundwater level are shown on the attached logs.

PEN Table:

The relationship of the static cone penetrometer reading to the relative density is listed below:

Relative Density	Static Penetrometer Reading
Very Loose or Soft	<15
Loose	15 – 40
Medium Dense	40 – 70
Dense	70+

The static cone penetrometer readings are indicated on the attached boring logs.

Engineering Evaluation and Conclusions:

Based on the information obtained from this site investigation we are pleased to offer the following evaluation:

The boring logs indicate the subsurface soils from the surface to a depth of approximately 2 feet consist mostly of fine-grained sand. Below a depth of 2 feet, we found a layer of fine-grained sand with pieces of wood and concrete. After this layer, the debris was so dense that we could not penetrate it. Please refer to the soil boring logs for specific information relative to the soil description.

The debris layer of fine-grained sand with wood and concrete would cause settlement to the planned structure. This settlement, in our opinion, would be too excessive and beyond the general accepted safe limits for the structure. Therefore, our recommendations are concerned with removing the debris and replacing it with compacted sand.

The following sections provide recommendations for the site preparation and foundation design.

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Brevard County, Florida

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July 28, 2020

Site Preparation:

Excavate the debris layer from within the proposed foundation pad. Excavated fine sand may be stockpiled and re-used provided that it is not mixed with construction debris or other unsuitable material. All over-excavation of unsuitable soils, replacement, and compaction of suitable clean fine sand backfill material should take place in the "dry". It is important on this project to have the removal of the debris layer inspected to ensure all unsuitable material is removed. After the unsuitable soils have been removed, the site may be prepared.

Structural fill shall consist of clean granular sand containing less than 5% material passing the U.S. Standard No. 200 mesh sieve. Fill should be placed in layers of 12 inches in thickness. Compact each lift to at least 95 percent of its modified Proctor value (ASTM D 1557).

For any over excavation, the disturbed footing subgrade should be recompacted to 95 percent (minimum) of its modified dry Proctor value. This can be best achieved by making several passes with a relatively light-weight walk-behind vibratory sled jumping jack.

We recommend field density tests be performed at appropriate times during the earth work operations in order to verify that the site has been properly constructed.

Temporary dewatering may be necessary in order to achieve excavation and compaction specifications. The actual method of dewatering should be determined by the contractor. We suggest drawing down the water table below the bottom of excavations to avoid compaction related problems.

Due to the debris, we were not able to provide an exact bearing capacity. We recommend that after removal of debris you contact our office for additional deeper soil borings in order to provide a bearing capacity and settlement calculations.

Helical Piles:

In order for a shallow foundation to perform satisfactorily, it must be able to support the structural loads with an acceptable factor of safety against excessive settlements; both total and differential. Due to the settlement potential of the soft layers found on the site, we do not recommend supporting the proposed residence on conventional shallow footings. The anticipated settlement, in our opinion, would be too excessive and beyond the general accepted safe limits for the structure.

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Norfolk Storage
Brevard County, Florida

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July 28, 2020

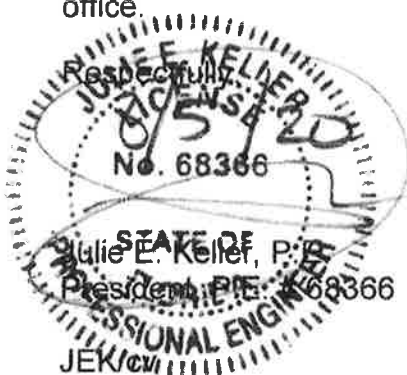
In order to avoid any damaging structural distress due to settlements, a more appropriate foundation system would be an engineered concrete steel reinforced "waffle type" structural slab supported by Helical piles.

We recommend the contractor to consult with the Helical manufacturer to design the Helical piles, recommended depth, diameter and torque of the Helical piles for the design load based on our test borings. The Helical piles shall be installed in accordance to the manufacturers' installation specifications. The depth, spacing and termination torque shall be documented to verify that the helical piles were properly installed.

Closure:

This report has been prepared in accordance with generally accepted soil and foundation engineering practice based on the results of the test borings and assumed loading conditions. This report does not reflect any variations which may occur between the borings. If variations appear evident during the course of construction, it would be necessary to re-evaluate the recommendations of this project.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please feel free to contact the office.



E-mail to: andyg@condevfl.com; brucem@mbveng.com

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KSMengineering.net

Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-1, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" – 30"		Brown Sand with Some Clay and Shell
-1-		56	
-2-		51	
-3-	30" – 40"	43	Dark Gray Sand with Pieces of Wood and Concrete
	40"	70+	Refusal

Water Table: 40"+ Below Existing Grade
Job #: KSM 203434-1ha

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Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-2, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" - 24"		Brown Sand with Some Clay and Shell
-1-		52	
-2-	24" - 60"	50	Dark Gray Sand with Pieces of Wood
-3-		30	
-4-		12	
-5-	60"	70+	Refusal

Water Table: 60"+ Below Existing Grade
Job #: KSM 203434-2ha

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Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-3, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" – 30"		Light Brown Sand with Some Clay and Shell with Pieces of Rock
-1-		60	
-2-		55	
-3-	30" – 40"	40	Dark Gray Sand with Pieces of Wood
	40"	70+	Refusal

Water Table: 40"+ Below Existing Grade
Job #: KSM 203434-3ha

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Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-4, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" – 30"		Brown Sand with Some Clay and Shell
-1-		50	
-2-		51	
-3-	30" – 40"	48	Dark Gray Sand with Pieces of Wood
	40"	70+	Refusal

Water Table: 40"+ Below Existing Grade
Job #: KSM 203434-4ha

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Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-5, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" - 36"		Brown Sand with Some Clay and Shell
-1-		50	
-2-		50	
-3-	36"	70+	Refusal

Water Table: 36"+ Below Existing Grade
Job #: KSM 203434-5ha

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Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-6, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" – 20"		Grayish Brown Sand with Some Clay and Shell
-1-		53	
-2-	20" – 48"	56	Gray and Brown Sand with Some Shell and Pieces of Rock
-3-		50	
-4-	48"	70+	Refusal (Pieces of Concrete)

Water Table: 48"+ Below Existing Grade
Job #: KSM 203434-6ha

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Date : July 23, 2020

Location: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
HA-7, See Attached Location Plan

DEPTH IN FEET	STRATA FROM-TO	PEN READINGS	DESCRIPTION OF SOILS
-0-	0" – 16"		Brown Sand with Shell and Pieces of Rock
-1-		46	
	16" – 30"		Dark Gray Sand with Pieces of Concrete
-2-		40	
	30"	70+	Refusal
-3-			

Water Table: 30"+ Below Existing Grade
Job #: KSM 203434-7ha

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July 28, 2020

Condev
Andy Gardner
921 N. Pennsylvania Avenue
Winter Park, FL 32789

**Re: Norfolk Storage
Norfolk Parkway
Brevard County, Florida
KSM Project #: 203434-p**

Dear Mr. Gardner:

Enclosed are the permeability test results and soil profiles for the referenced project.

Three (3) Hydraulic Conductivity Tests were performed in the field by the 'Usual Open-Hole Test' method.

The horizontal and vertical permeability flow rates were determined by excavating a test pit adjacent to the soil profiles and obtaining undisturbed shelly tube samples. We then performed a permeability test on the field samples in our laboratory.

All these tests were performed to evaluate the drainage characteristics of the soils for these particular test locations.

The following table indicates the usual Open Hole Hydraulic Conductivity test results for each test location:

TEST LOCATION (See Location Plan)	HYDRAULIC CONDUCTIVITY (CFS/Sq. Ft. – Ft. Head)
P-1	2.4×10^{-4}
P-2	9.5×10^{-4}
P-3	1.3×10^{-4}

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Norfolk Storage
Brevard County, Florida

-2-

July 28, 2020

The following table indicates the horizontal and vertical flow rates for each test location:

TEST LOCATION (See Location Plan)	HORIZONTAL FLOW RATE	VERTICAL FLOW RATE
P-1	4.2 Ft/Day @ (0"-36") Depth	2.0 Ft/Day @ (0"-36") Depth
P-1		2.3 Ft/Day @ (36"-60") Depth
P-2	3.3 Ft/Day @ (0"-16") Depth	1.7 Ft/Day @ (0"-16") Depth
P-2	10.5 Ft/Day @ (16"-60") Depth	9.2 Ft/Day @ (16"-60") Depth
P-3	2.7 Ft/Day @ (0"-18") Depth	1.5 Ft/Day @ (0"-18") Depth
P-3	8.3 Ft/Day @ (18"-40") Depth	5.3 Ft/Day @ (18"-40") Depth
P-3		3.3 Ft/Day @ (40"-60") Depth

The following table indicates the measured water table along with our estimated normal wet season water table and normal dry season water table for each test location:

TEST LOCATION (See Location Plan)	MEASURED WATER TABLE	ESTIMATED WET SEASON WATER TABLE	ESTIMATED DRY SEASON WATER TABLE
P-1, PB-1	60"+ Below Grade	60"+ Below Grade	96" Below Grade
P-2, PB-2	60"+ Below Grade	60"+ Below Grade	96" Below Grade
P-3, PB-3	60"+ Below Grade	60"+ Below Grade	96" Below Grade

Due to the debris located on this site, we were not able to penetrate it in order to obtain an accurate high season water table. We recommend that either the debris be removed, or adjacent sites be utilized to set the high season elevations.

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Brevard County, Florida

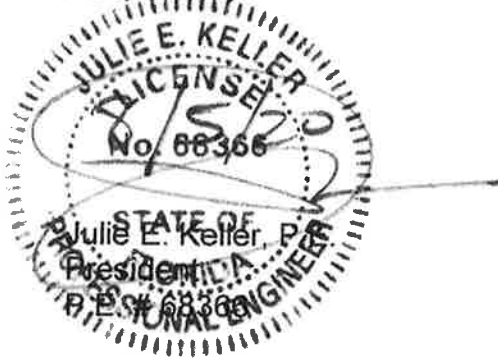
-3-

July 28, 2020

This estimate is based upon our interpretation of existing site conditions and a review of the USDA Soil Survey for Brevard County, Florida. The project soils are mapped as (42) Palm Beach sand and (52) Quartzipsammments, smoothed, according to the Soil Survey Map of Brevard County, Florida.

If you have any questions, please feel free to contact the office.

Respectfully,



JEK/cv

E-mail to: andyg@condevfl.com; brucem@mbveng.com



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BORING NUMBER PB-1

PAGE 1 OF 1

CLIENT Condev
PROJECT NUMBER 203434-p
DATE STARTED 7/23/20 COMPLETED 7/23/20
DRILLING CONTRACTOR _____
DRILLING METHOD Split Spoon Sample
LOGGED BY DP/CF CHECKED BY JEK
NOTES See Attached Location Plan

PROJECT NAME Norfolk Storage, Norfolk Parkway
PROJECT LOCATION Brevard County, Florida
GROUND ELEVATION _____ HOLE SIZE _____ inches
GROUND WATER LEVELS:
▽ AT TIME OF DRILLING 5.00 ft
AT END OF DRILLING _____
AFTER DRILLING _____

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲			
								20	40	60	80
0		Gray and Brown Sand with Some Clay, Shell and Roots									
			X SS		5-6-6 (12)						
		Dark Gray Sand with Pieces of Wood	X SS		5-4-5 (9)						
5			X SS		4-4-15 (19)						

Bottom of borehole at 6.0 feet.

KSM

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BORING NUMBER PB-2

PAGE 1 OF 1

CLIENT CondevPROJECT NAME Norfolk Storage, Norfolk ParkwayPROJECT NUMBER 203434-pPROJECT LOCATION Brevard County, FloridaDATE STARTED 7/23/20COMPLETED 7/23/20

GROUND ELEVATION _____ HOLE SIZE _____ inches

DRILLING CONTRACTOR _____

GROUND WATER LEVELS:

DRILLING METHOD Split Spoon Sample▽ AT TIME OF DRILLING 5.00 ftLOGGED BY DP/CFCHECKED BY JEKAT END OF DRILLING ---NOTES See Attached Location PlanAFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲			
								20	40	60	80
0								PL	MC	LL	
								20	40	60	80
								□ FINES CONTENT (%) □			
								20	40	60	80
		Light Brown Sand with Some Clay and Shell									
		Gray and Brown Sand with Some Shell and Pieces of Concrete	X SS		8-8-10 (18)						
			X SS		7-8-8 (16)						
5			X SS		10-12-15 (27)						

Bottom of borehole at 6.0 feet.



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BORING NUMBER PB-3

PAGE 1 OF 1

CLIENT Condev
PROJECT NUMBER 203434-p
DATE STARTED 7/23/20 COMPLETED 7/23/20
DRILLING CONTRACTOR _____
DRILLING METHOD Split Spoon Sample
LOGGED BY DP/CF CHECKED BY JEK
NOTES See Attached Location Plan

PROJECT NAME Norfolk Storage, Norfolk Parkway
PROJECT LOCATION Brevard County, Florida
GROUND ELEVATION _____ HOLE SIZE inches
GROUND WATER LEVELS:
▽ AT TIME OF DRILLING 5.00 ft
AT END OF DRILLING ---
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (ROD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	▲ SPT N VALUE ▲			
								20	40	60	80
0		Light Brown Sand with Some Clay and Shell						PL	MC	LL	
		Yellow Sand, Slightly Silty	SS		5-5-7 (12)			20	40	60	80
		Dark Gray Sand with Pieces of Wood	SS		8-10-8 (18)						
5			SS		12-15-20 (35)						

Bottom of borehole at 6.0 feet.



USDA SOILS SURVEY
42-Palm Beach Sand
52-Quartzipsamments, Smoothed

PROJECT: Norfolk Storage, Norfolk Parkway, Brevard County, Florida

SHEET 2 OF 2

PERMIT #:

PROJECT #: 203434-soils

KSM ENGINEERING
AND TESTING

DRAWN BY: C.V.

DESIGNED BY: J.K.

DATE: 20200729

SCALE: NONE

From: [Beth S](#)
To: [Zonka, Kristine](#)
Cc: [Jones, Jennifer](#)
Subject: Norfolk Parkway Rezoning
Date: Thursday, February 4, 2021 2:58:37 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

My family lives in Sawgrass Lakes and we are 100% opposed to the proposed storage unit project on Norfolk Parkway in West Melbourne. There are already traffic issues with one entrance and exit from a neighborhood with 900 homes. The landfill should not be disturbed and allow for potential exposure to all of us families that live in Sawgrass Lakes. There has been no testing done to ensure resident safety. I am truly hoping to make it to the meeting this afternoon. I am sending this in case I am not able to get out to Viera as we have weekly obligations.

Sincerely,

Beth Schrader

Jones, Jennifer

From: Rachel V <rachevanburen@gmail.com>
Sent: Thursday, February 4, 2021 3:07 PM
To: Jones, Jennifer; Zonka, Kristine
Cc: Rachel V; stephenphrampus@gmail.com
Subject: Re: Attn Zoning | Norfolk Parkway property

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Commissioners Jones and Zonka,

Unfortunately, our family will not be able tonight's *critical* meeting regarding the zoning of the property adjacent to our lake, a property that I currently enjoy viewing every single day/night from my home, as well as drive by.

And honestly, sending an email gives little to no confidence that it will even be read or shared with the planning/zoning board. I have replied with my previous email as reference to my concerns. However, if I could attend tonight, this is what I would be speaking, so I will share it the only way possible at this hour:

"Thank you, County Commissioners for listening to the homeowners this proposal directly effects. Many emails have been written/sent, and hopefully read. Attendance in these past meeting regarding this project do not reflect the overwhelming response of disagreement and petitions against this rezoning; our Sawgrass community has hundreds of signatures in dis-favor of the proposed land use. But I will keep my point tonight short: It is difficult to agree that this board has objectively reviewed the rezoning request when the developer, Mr Moia, is 1) an active member of this Brevard County Planning & Development Planning & Zoning Board (District 5, along with Mr Peter Filiberto; and 2) is related by marriage to Mr Filiberto (Mr Moia's son recently married Mr Filberto sister). So to hear the repeated claim that the proposed business (rv/boat storage) is the "best outcome" for the property in question from multiple zoning board members, when leaving it "preserved" would be the best outcome, just points out that politics of the "good ole boys club" will prevail. How can this proposal be accepted against a blatant majority voice? Sure, it's too bad the owner has a property filled with unknown and possible toxins. But. Leave it alone. That is the best option/outcome—for the *majority*. Unless our government is now catering to the few. Which seems opposite of "for the people". Again, thank you for your time."

Rachel V
rachevanburen@gmail.com

On Jan 10, 2021, at 10:10 PM, Rachel V <rachevanburen@gmail.com> wrote:

Hi, Jennifer.

I, along with hundreds of my Sawgrass Lakes neighbors, are troubled and concerned over the proposed re-zoning efforts for land located on Norfolk Parkway. So many desirable and wonderful reasons brought to decide to build our home here in The Estates at Sawgrass—the #1 was the peaceful, wooded view along our gorgeous 30-acre lake. We gladly paid a premium for this lot in order to preserve our tranquil backyard view: the sunrise quietly peeps over the trees and plenty of wildlife nestles in the

trees and woodland against the water. When evening comes, the still darkness paired with our fire pit makes for lovely family memories.

All of us Sawgrass Lakes owners have a variety of top concerns, and I do hope that each email/letter is met with genuine objective understanding. My family has discussed the following top reasons why we will continue to support the STOP of this re-zoning, or any future rezoning for development, of the property in question. Keeping the property as General Use is in our best interest.

1) Light pollution. Though it is outlined that 15' box lights would be erected, any light source in the pitch of night as it currently rests would be most undesirable. I have attached a picture taken just tonight; as you can see, just the glow from the Hammock Landing plaza is bright enough on a dark evening.

2) Noise pollution. Somewhere I may have read that 'some' repair/service work would be offered/available to lot clients. I do not wish to hear engines revving/throttling. And the projected open time is 5am -10p—not ideal for any early morning or late night servicing.

3) Traffic. I find it foolish to believe that the developer projects '3' trips for RV/Boat clients per day average. This seems quite low for a 300 space facility. What goes out, must come back, right? so, if 3 vehicles leave the premise, at least 1-2 will be back, thus more like 4.5 'trips'. I understand that RV's have longer length of use time, i.e. week(s) at a time, however boats usually come back within the day. My understanding is that's what the client is using the lot for.

4) Sight pollution. A drone shot was shown to depict that the building is "already seen" to us here on the lower level. However, the tree canopy that is already in place hides any view of any building. From my home, or any other on this lake adjoining the property in question, all we see is beautiful foliage and preserved trees. Would like to keep it that way.

5) Trespassers. The answer "it just won't happen" is completely insufficient, and as a resident of Sawgrass, we have already experienced theft and lurking/questionable folks. Many residents here have security cameras, and we still deal with trespassing issues. Adding a lot full of empty vessels is just an attraction for more of these type of incidents.

You have, no doubt, received many emails like this. Please hear our cry for keeping our properties at the highest value while also maintaining our current (and expected) panoramic views.

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