



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.3.

7/20/2021

Subject:

Approval Re: Access Route to Grissom Parkway- District 1

Fiscal Impact:

None

Dept/Office:

Public Works Department/Engineering

Requested Action:

It is requested the Board of County Commissioners approve the access route to Grissom Parkway for the development of a 267 +/- acre parcel along the 100-foot wide drainage canal right-of-way as conceptually depicted in Attachment A.

Summary Explanation and Background:

On December 11, 2007, Brevard County entered into a Stipulated Settlement Agreement (Attachment B) with the City of Cocoa, Florida Space Needle, LLC, and Barrera Shores, LLC regarding the development of a 267 +/- acre parcel. Since 2007, the parcel has transferred to Mountain Cove Homes at Lakes at Cocoa Grove, LLC (MCH), as successor to the Agreement as provided for in Section 10, Binding Upon Successors. The Agreement specified that the road access to Grissom Parkway would either connect south along the 100-foot wide drainage canal right-of-way or via Osage St and Angelica St. The Agreement also states that "the County shall have the option of choosing which access shall be acceptable". MCH has proposed to connect to Grissom Parkway along the drainage canal right-of-way. Staff agrees with the route proposed by MCH as it appears to impact fewer residents in the area.

Per the Agreement, "If the County determines that public road access shall be along the Canal R/W ... then the County agrees to use its power of eminent domain". MCH is responsible to pay all the County's reasonable costs in acquiring said lands. Staff anticipates returning to the Board with an agreement addressing the costs anticipated to be involved if MCH is unable to acquire the necessary rights to use the proposed area without the use of eminent domain.

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.4.

7/20/2021

Subject:

Moved to Unfinished Business I.3

Fiscal Impact:

Dept/Office:

Public Works Department/Engineering

Requested Action:

Summary Explanation and Background:

Clerk to the Board Instructions:

None



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

July 21, 2021

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

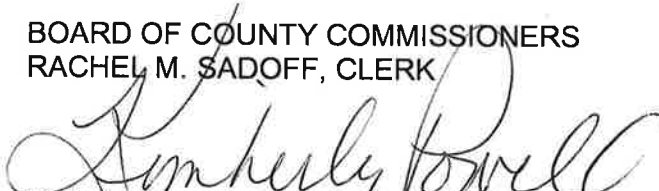
RE: Item I.3., Approval of Access Route to Grissom Parkway in District 1

The Board of County Commissioners, in regular session on July 20, 2021, tabled the approval of an access route to Grissom Parkway.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

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

BREVARD COUNTY, Florida,
a Political Subdivision of the
State of Florida,

Case No: 05-2005-018141-XXXX-XX

Petitioner,

vs.

CITY OF COCOA, Florida,
a Municipal Corporation,

Respondent,

_____ /

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement (“Settlement” or “Agreement”) is made and entered into this 11th day of December, 2007 by and among (i) Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), (ii) the City of Cocoa, Florida, a municipal corporation, (hereinafter the “City”), (iii) Florida Space Needle, LLC (hereinafter “FSN”) and Barrera Shores, LLC, formerly known as Hagen-Nicholson Properties, LLC (hereinafter “Barrera”). Collectively all parties will be referred to herein as the “Parties”.

RECITALS

1. On August 24, 2004, pursuant to Ordinance No. 31-2004, the City annexed 757.29 acres of real property into the municipal boundaries of the City.

Among other property, the annexation included real property owned by FSN and by Barrera.

2. On September 23, 2004, Petitioner filed a Petition for Writ of Certiorari challenging the City's annexation.

3. Since that time, the Parties have litigated numerous issues before various judicial and administrative tribunals.

4. Currently, the only active matter remaining before the Courts is this circuit court proceeding (the "Lawsuit").

5. All Parties now wish to resolve all pending matters in the above-styled case.

ACCORDINGLY, in consideration of the above-stated Recitals, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties (and those related individuals and entities joining and consenting) agree as follows:

TERMS

SECTION 1. RECITALS. The above Recitals are true and correct and are hereby incorporated in this Agreement as a material part hereof.

SECTION 2. SUBMISSION OF ORDER. Thereafter, the Parties to this Stipulated Settlement Agreement will submit to the Court a Joint Motion and Order approving this Stipulated Settlement Agreement, a copy of which Joint Motion and agreed Order are attached to this Agreement as a material part, upon its full execution by all Parties.

SECTION 3. SPECIFIC AGREEMENTS. The Parties agree as follows:

(1) The City will limit development on the 267 ± acre parcel of property owned by Barrera, a legal description of which is provided as Exhibit "B"

attached to this Agreement ("Barrera's Property"), to 600 total residential units.

The gross density permitted by the City for Barrera's property will be approximately 2.3 residential units per acre.

(2) The Parties agree that all units shall be to a minimum of 1,500 square feet under air conditioning.

(3) Barrera has submitted a new bubble plan which depicts a 600 unit development with open space and conservation area being located on the Eastern and Southern portion of the Barrera property, so as not to create an adverse affect on the adjoining neighbors (Exhibit "B"). Barrera Shores will be substantially developed in accordance with said bubble plan subject to the improvements directed by the City of Cocoa. The bubble plan is attached hereto as Exhibit "B-1."

(4) The City will require the size of FSN's perimeter lots located on the North and located on the East perimeter of the parcel of property described in Exhibit "A" to be no less than 70 feet by 140 feet, with the rear 15 feet of the lot dedicated to be a natural buffer. The City will limit development on the 246 ± acre parcel of property owned by FSN, a legal description of which is provided as Exhibit "A" attached to this Agreement ("FSN Property"), to between 300 to 500 total residential units. The gross density permitted by the City for this FSN Property will be approximately 2.03 residential units per acre.

(5) The Parties agree that ingress/egress previously proposed for Friday Road, has been eliminated and the proposed ingress/egress may now be used as a park or for other recreational facilities as may be directed by the City of Cocoa. Said area will be buffered from the adjacent properties. The Parties agree that location of the ingress/egress points for the northern parcel shall be identified on Exhibit "C" attached to and incorporated in this Agreement. With regard to whether public road access from the northern parcel east to Grissom shall be via Osage / Angelica or south along the 100-foot wide drainage canal right-of-way ("Canal R/W"), the County shall have the option of choosing which access shall be acceptable. If the County determines that public road access shall be along the Canal R/W instead of via Osage / Angelica, then the County agrees to use its power of eminent domain to condemn or otherwise acquire any lands or interests in land within the Canal R/W depicted on Exhibit "C" so as to enable FSN to connect the northern parcel to Grissom Road. FSN agrees to pay all the County's reasonable costs in acquiring said lands or interests in land and the cost of constructing a public road access to the FSN property over that land and canal right of way.

(6) FSN and Barrera shall provide secondary access for their respective properties at their expense. Barrera agrees that the intersection of James Road and Friday Road will be redesigned and reconstructed to accommodate the

increased traffic. Under the County's transportation impact fee ordinance, these improvements will be considered site-related improvements and, therefore, are not eligible for any transportation impact fee credits.

(7) James Road classification shall be modified and Barrera will pay for construction of traffic calming devices along James Road. Input from property owners along James Road will be solicited by the County regarding the location and placement of traffic calming devices. All traffic calming devices along James Road shall be constructed and completed following land clearing but prior to any further construction or site work being completed.

(8) The City agrees to enter into an interlocal agreement with the County, to be negotiated by both parties in good faith and upon mutually acceptable terms, whereby the MSTU revenues derived from the developments will be utilized in the immediate area on County owned and maintained facilities directly affected by the developments, specifically, Cox Road, James Road, Friday Road, the County owned and maintained portion of Westminster Road, and associated intersections and drainage functions.

(9) It is understood that Barrera may provide or contribute intersection improvements at Friday Road and State Road 524, together with improvements to the North and South bound exit ramps at State Road 524, as

directed by the County. These improvements are not considered site related improvements and therefore are eligible for transportation impact fee credits.

(10) The City shall determine appropriate locations for the installation of all water and sewer infrastructure. Homes adjacent to this infrastructure that already have installed a functioning septic system shall not be required to connect to the City's system until such time as the septic system may fail.

(11) Barrera and FSN shall comply with all applicable drainage permitting requirements of the County and/or the St. John's River Water Management District to the extent required by law.

SECTION 4. COOPERATION. Neither Party nor entity referenced above shall take any action or refrain from taking any action in a manner which is inconsistent with the intent and spirit of this Stipulated Settlement Agreement. The City and County agree to use best efforts to process and permit approvals reasonably necessary to implement the development plans of FSN and Barrera consistent with the terms of this Stipulated Settlement Agreement.

SECTION 5. EFFECTIVE DATE. This Stipulated Settlement Agreement shall be effective upon the entry of an Order of the Court.

SECTION 6. DISMISSAL OF PROCEEDINGS. That all legal proceedings between the Parties and entities referenced above shall, if still active,

be dismissed upon entry of the Order, each party to pay its own attorney's fees and costs. Within three (3) business days after the full execution of this Agreement and the date that the Court enters an Order approving this Agreement and Dismissing the Action with Prejudice, the Parties, through their counsel, shall cause to be filed in the Circuit Court of Brevard County, Florida, a Joint Stipulation for Dismissal, with prejudice, relative to any other litigation or any administrative proceedings that may be pending between or among the Parties.

SECTION 7. ENFORCEABLE AGREEMENT. The Parties agree that this Agreement is valid, binding, and enforceable, and each Party warrants to all other Parties that it has the requisite power and authority to be bound by this Agreement. The Parties agree that they shall not challenge in any forum the validity or enforceability of this Agreement.

SECTION 8. RELEASES. The Parties on their own behalf and on behalf of their past and present agents, assigns, and any all persons or entities claiming through them or under them, hereby each release and forever discharge the other and their respective past, present and future parent corporations, subsidiaries, affiliates, shareholders, agents, employees, directors, officers, servants, assigns, insurers, partners, attorneys, and predecessors and successors, officers, directors, and elected officials ("Released Parties"), from any and all claims and demands, actions and causes of action, at law or in equity, known and unknown, which either

now owns or holds, or has at any time heretofore owned or held against the other or any of the Released Parties, including, but not limited to, any and all claims, demands or causes of action of any kind whatsoever arising out of the above-styled causes.

SECTION 9. VENUE. The venue for all lawsuits brought by any of the Parties hereto involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in the Circuit Court of Brevard County, Florida.

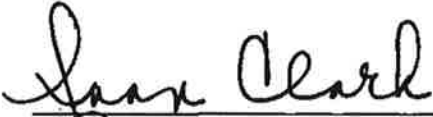
SECTION 10. BINDING UPON SUCCESSORS. This Stipulated Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, parent corporations, subsidiaries, affiliates, representatives, and assigns. Any party may record this document.

IN WITNESS WHEREOF, the Parties hereto have executed this Stipulated Settlement Agreement on the date first above written.

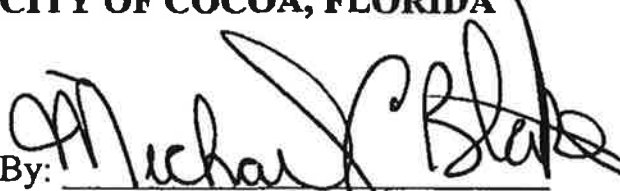
ATTEST:

"CITY"

CITY OF COCOA, FLORIDA



Joan Clark, City Clerk


By: _____
Michael C. Blake, Mayor

Date:

December 11, 2007

"COUNTY"

BREVARD COUNTY, FLORIDA

Scott Ellis

By: Jackie Colon

Print Name: Scott Ellis

Name: Jackie Colon

Clerk

Title: Chairperson

As approved by the Board 11-13-07

Print Name: _____

APPROVED AS TO FORM AND
LEGALITY.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13 day of
November, 2007 by Jackie Colon, the Chairperson of
Brevard County, on behalf of Brevard County, He is personally known to me and
did not take an oath.

Jennifer Jones
Signature of Notary Public

Jennifer Jones

Print Notary Name

My Commission Expires: _____

Commission No.: _____

☒ Personally known, or

☐ Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



Jennifer Jones
Commission #DD329614
Expires: Jul 31, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

"FSN"

FLORIDA SPACE NEEDLE,
LLC

Donna C. Darter

By: K E. Allen

Print Name: DONNA C. DARTER

Name: Kenneth E. Allen

Nicholas G. Levato

Title: President

Print Name: NICHOLAS G. LEVATO

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 26th day of DECEMBER, 2007 by KENNETH E. ALLEN, the PRESIDENT of Florida Space Needle, LLC on behalf of Florida Space Needle, LLC. He is personally known to me and did not take an oath.

Donna C. Darter
Signature of Notary Public

DONNA C. DARTER
Print Notary Name

My Commission Expires: _____


Commission No.: _____

☒ Personally known, or

☐ Produced Identification


Type of Identification Produced

AFFIX NOTARY STAMP

NOTARY PUBLIC-STATE OF FLORIDA
 Donna C. Darter
Commission # DD406637
Expires: APR. 25, 2009
Bonded Thru Atlantic Bonding Co., Inc.

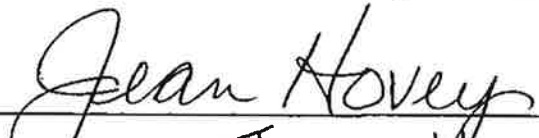
"BARRERA"

BARRERA PROPERTIES, LLC



Print Name: MICHAEL D. JONES


By: Terry D. Hagen
Name: TERRY D. HAGEN
Title: MANAGER



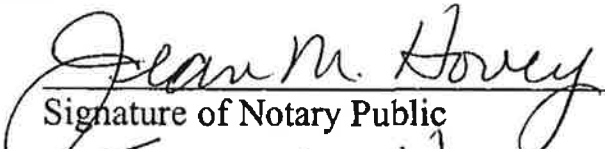
Print Name: Jean Hovey

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of January, 2008 by Terry D. Hagen the Manager of Barrera Properties, LLC on behalf of Barrera Properties, LLC. He is personally known to me and did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
 Jean M. Hovey
Commission # DD509536
Expires: FEB. 03, 2010
Bonded Thru Atlantic Bonding Co., Inc.

AFFIX NOTARY STAMP



Signature of Notary Public
Jean M. Hovey

Print Notary Name

My Commission Expires: _____

Commission No.: _____

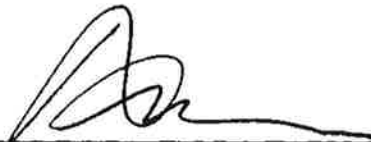
☒ Personally known, or

☐ Produced Identification

Type of Identification Produced _____



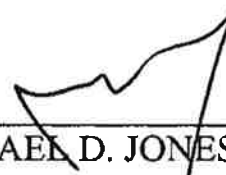
THOMAS A. CLOUD
Florida Bar Number: 293326
HEATHER M. BLOM-RAMOS
Florida Bar Number: 588601
GRAYROBINSON, P.A.
301 East Pine St. Ste. 1400
Orlando, Florida 32801
407-843-8880
407-244-5690 Facsimile
Counsel for Florida Space Needle,
LLC



ANTHONY GARGANESE
Florida Bar Number: 988294
BROWN GARGANESE WEISS
& D'AGRESTA
Two Landmark Ctr, Suite 660
225 E. Robinson Street
Orlando, Florida 32801
407.425.9566
407.425.9596 Facsimile
Counsel for Respondent
City of Cocoa



SCOTT KNOX
Florida Bar Number: 211291
OFFICE OF THE COUNTY
ATTORNEY
2725 Judge Fran Jamieson Way
Building C
Viera, Florida 32940
321-633-2090
321-633-2096 Facsimile
Counsel for Petitioner
Brevard County



MICHAEL D. JONES
Florida Bar Number: 137608
MICHAEL D. JONES &
ASSOCIATES, P.A.
P.O. Box 196130
Winter Springs, FL 32719-6130
407-695-7666
407-695-7157 (Facsimile)
Counsel for Barrera Properties, LLC





Fidelity National Title
Insurance Company

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

EXHIBIT A

PARCEL 1

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

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

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

BORROW PIT NO. 19

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

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

AND

FORM 5482 A (8/94)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-93)
with Florida Modifications

639111 v1



Fidelity National Title
Insurance Company

Title No. 45441-CD05-104513

Agent ID: FL-2264

Agent File No. FSN/Fairwinds

Policy Jacket No. 1482-5689

HAUL ROUTE FOR BORROW PIT NO. 19

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

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

PARCEL 2

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

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

PARCEL 3

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

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

FORM 3482 A (8/94)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
with Florida Modifications

639111 v1



Fidelity National Title
Insurance Company

Title No. 45441-CD05-104513

Agent ID: FL-2264

Agent File No. FSN/Fairwinds

Policy Jacket No. 1482-5689

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

PARCEL 5

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

EXHIBIT "B"

BARRERA PROPERTY

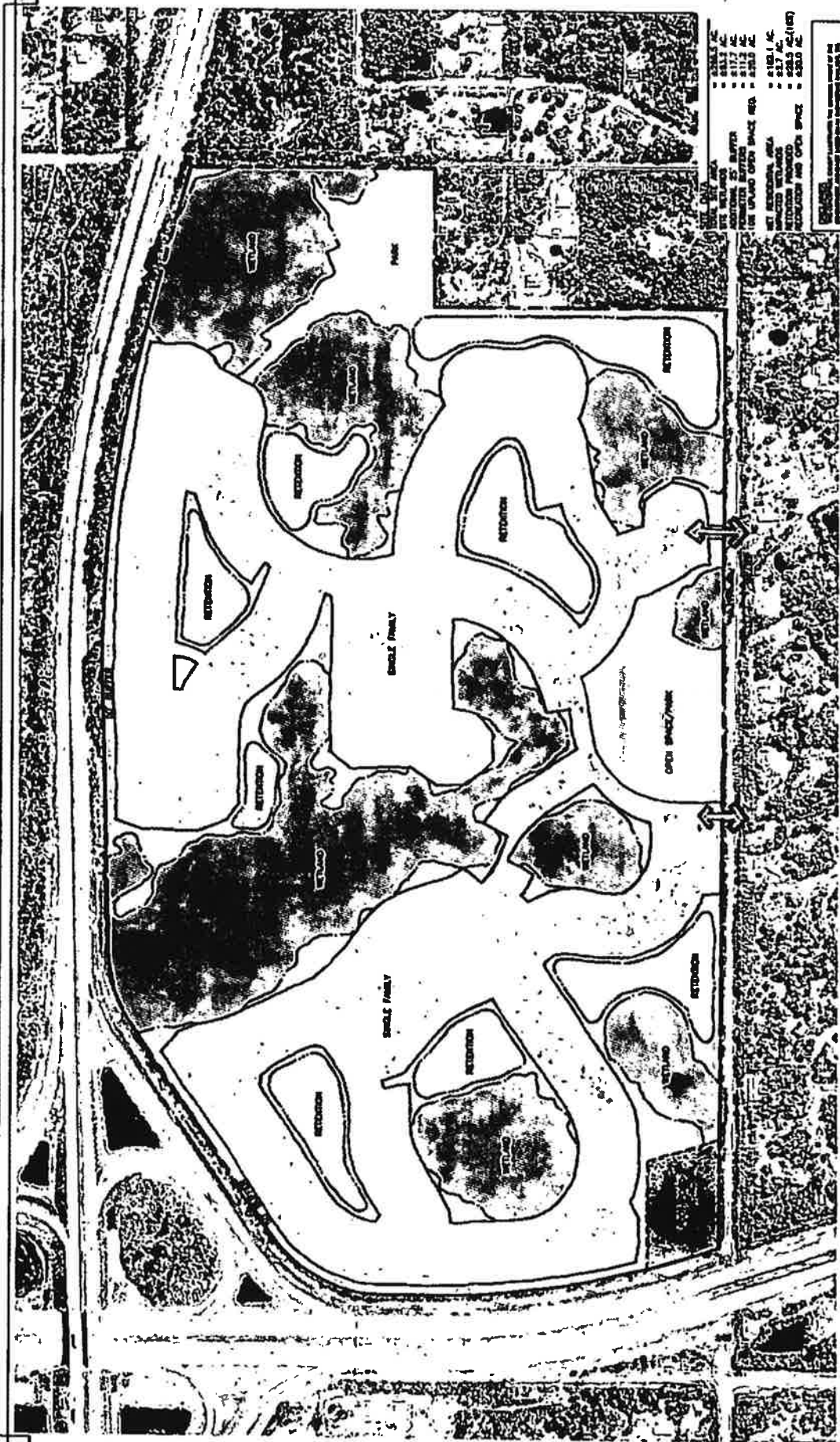
A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 50.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 918 AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 1630.19 FEET TO A POINT ON THE WATER RETENTION AREA AS DESCRIBED IN F.D.O.T. MAP NO. 405506 5; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG SAID WATER RETENTION AREA FOR THE NEXT 2 COURSES: NORTH 16 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 333.76 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 488.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE STATE ROUTE 9 (INTERSTATE 95) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 34 SECONDS AND A CHORD DISTANCE OF 949.57 FEET WHICH BEARS NORTH 07 DEGREES 30 MINUTES 55 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 952.16 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 10 MINUTES 54 SECONDS WEST, A DISTANCE OF 205.37 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF BEELINE EXPRESSWAY (S.R. 528) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56 DEGREES 36 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 569.39 FEET WHICH BEARS NORTH 28 DEGREES 05 MINUTES 29 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.22 FEET; THENCE CONTINUING ALONG SAID BEELINE EXPRESSWAY RIGHT OF WAY LINE FOR THE NEXT 5 COURSES: NORTH 56 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 1093.64 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32 DEGREES 11 MINUTES 39 SECONDS AND A CHORD DISTANCE OF 332.99 FEET WHICH BEARS NORTH 72 DEGREES 30 MINUTES 43 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.41 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 31 SECONDS EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16 DEGREES 24 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 1591.78 FEET WHICH BEARS SOUTH 83 DEGREES 11 MINUTES 31 SECONDS EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.23 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 21 SECONDS EAST, A DISTANCE OF 774.87 FEET TO THE EAST LINE OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG SAID EAST SECTION LINE, SOUTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1056.66 FEET; THENCE LEAVING SAID EAST SECTION LINE, NORTH 89 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 668.59 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 1273.27 FEET TO THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 318, THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 51 MINUTES 39 SECONDS WEST, A DISTANCE OF 2003.10 FEET TO THE POINT OF BEGINNING.

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

EXHIBIT "B-1"

CONCEPTUAL BUBBLE PLAN FOR BARRERA SHORES PUD



BUBBLE PLAN
BARRERA SHORES
CITY OF COCOA, FLORIDA
HAGEN PROPERTIES

**BOWYER-SINGLETON
& ASSOCIATES, INC.** HIRSHFELDER

MICHAEL D. JONES & ASSOCIATES, P.A.

ATTORNEYS AND COUNSELORS AT LAW

P.O. Box 196130

Winter Springs, Florida 32719-6130

Telephone: 407/695-7666
Email: mdj124@embarq.com

Facsimile (407) 695-7157

Of Counsel:
Kenneth M. Leffler

January 4, 2008

Scott Knox, Esquire
Brevard County Attorney's Office
2725 St. Johns Street
Viera, Florida 32940

Re: Brevard County v. City of Cocoa, et al
Case Nos. 05-1220GM and 05-1221 GM

Dear Scott:

Please find enclosed the original executed Settlement Agreement. As usual, I'm the tail end of this matter, now I can assume it's concluded.

Thanks for your efforts.

Very truly yours,

Michael D. Jones

MDJ/jmh
Enclosure
Copy to:

Tom Cloud, Esquire
Debra Nutter, Attorney at Law
Anthony Garganese, Esquire
(All via facsimile)
Terry Hagen