



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

H.7.

12/3/2020

### Subject:

Watermark Investors, LLC (Bruce Moia) requests an amendment to an existing PUD. (20Z00032) (Tax Accounts 2317197, 2317198, and 3017165) (District 1)

### 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 an amendment to an existing PUD (Planned Unit Development).

### Summary Explanation and Background:

The applicant is requesting a change to their PDP (Preliminary Development Plan) to allow for a third access point located at the southern end of Monroe Avenue (NW portion of the PUD). The applicant is also requesting two waivers: (1) to reduce the active open space requirement from 5.5 acres to 2.6 acres, and (2) a partial waiver of the subdivision code's 15-foot perimeter buffer tract requirement. The Board's original approval granted waivers for minimum lot width and minimum lot area, which will not be affected by this application. Section 62-1442 states, "The applicant shall specifically include the alternative development standard(s) in the preliminary development plan and shall present its justification to the planning and zoning board and the board of county commissioners in public hearing."

Changes to the PDP depicts a reduction in the number of single-family residential lots from 417 lots to 363 lots (overall reduction of 54 lots); the plan also proposes an increase in the amount of proposed total open space from 39.5 acres to 45.9 acres under a 4-phase development plan. However, the active open space component is reduced from the 5.5 acres to 2.6 acres. Pursuant to Section 62-1448, this change is considered to be a substantial change that warrants Board approval.

Pursuant to 62-2957, developments with 350+ dwelling units are required to have three access points. The amendment to the PDP proposes access to Monroe Ave. in addition to the previously approved access points to U.S. 1 and Camp Rd.

The Board may wish to consider whether this request for a third access connection and waivers to reduce the active open space requirement from 5.5 acres to 2.6 acres and a partial waiver of the subdivision code's 15-foot perimeter buffer tract requirement are consistent and compatible with the surrounding area. The Board may wish to consider if there are special circumstances to mitigate potential impacts of the proposed



development.

Please note the approval of this request not only entails review of the Zoning request itself, but also of the PDP that accompanies the request.

On November 9, 2020, the Planning and Zoning Board heard the request and unanimously recommended approval.

**Clerk to the Board Instructions:**

When resolutions are received, please execute and return to Planning and Development.



**Resolution 20Z00032**

On motion by Commissioner Lober, seconded by Commissioner Zonka, the following resolution was adopted by a unanimous vote:

**WHEREAS, Watermark Investors, LLC** has requested an amendment to an existing PUD on property described as follows: (See attached); and

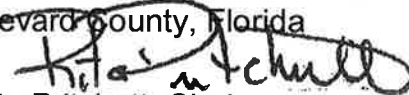
**WHEREAS**, a public hearing of the Brevard County Planning and Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering the adjacent areas, the Brevard County Planning and Zoning Board recommended that the application be approved an amendment to an existing PUD as follows: approved third access, with two additional waivers to reduce the active open space acreage requirement, and partial waiver of the subdivision code's 15-foot perimeter landscape/buffer tract requirement with the previously approved waivers to lot width and lot area; and

**WHEREAS**, the Board, after considering said application and Brevard County Planning and Zoning Board's recommendation, and hearing all interested parties, and after due and proper consideration having been given to the matter, find that the application should be approved as recommended; now therefore,

**BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that the requested amendment to an existing PUD be approved. The Planning and Development Director, or designee, is hereby directed to make this change on the official zoning maps of Brevard County, Florida.

**BE IT FURTHER RESOLVED** that this resolution shall become effective as of December 3, 2020.

BOARD OF COUNTY COMMISSIONERS  
Brevard County, Florida

  
Rita Pritchett, Chair

Brevard County Commission

As approved by the Board on December 3, 2020.

ATTEST:

  
SCOTT ELLIS, CLERK

(SEAL)

Planning and Zoning Board Hearing – November 9, 2020

Please note: A CUP (Conditional Use Permit) will generally expire on the three-year anniversary of its approval if the use is not established prior to that date. CUPs for Towers and Antennas shall expire if a site plan for the tower is not submitted within one year of approval or if construction does not commence within two years of approval. A Planned Unit Development Preliminary Development Plan expires if a final development plan is not filed within three years. **The granting of this zoning does not guarantee physical development of the property. At the time of development, said development must be in accordance with the criteria of the Brevard County Comprehensive Plan and other applicable laws and ordinances.**



## Resolution 20Z00032 (continued)

### Legal Description

A parcel of land lying in **Section 30, Township 23S, Range 36E**, Brevard County, Florida, being more particularly described as follows: Commence at a railroad spike monumenting the SW corner of said Section 30 and run N00deg09'19"E, along the west line of the SW ¼ of said Section 30, a distance of 800 ft. to the NW corner of lands described in ORB 5505, Page 8025, the point of beginning; thence continue N00deg09'19"E, along said west line, a distance of 1,863.51 ft. to a 5/8 inch iron (stamped "Allen") which monuments the west ¼ corner of said Section; thence N00deg33'33"E, along the west line of the NW ¼ of said Section, a distance of 1,315.98 ft. to the SW corner of "Replat of Hardeeville", recorded in Plat Book 19, Page 148 of the Public Records of Brevard County, Florida; thence N89deg52'38"E, along the south line of said subdivision, a distance of 1,319.59 ft. to the SE corner of said "Replat of Hardeeville", said point being on the east line of the SW ¼ of the NW ¼ of said Section 30; thence S00deg32'18"W, along said east line, a distance of 229.29 ft. to a point 100 ft. north of the south line of the north ¼ of the SE ¼ of the NW ¼; thence S.89deg'54'22"E, parallel with and 100 ft. north of said south line, a distance of 1,281.49 ft. to a point on the west right-of-way line of U.S. Hwy 1 (a 143-ft. wide right-of-way); thence S00deg13'32"W, along said west right-of-way line, a distance of 183.97 ft. to a point on the easterly extension of the north line of MacArthur Heights, according to the plat thereof, as recorded in Plat Book 16, Page 135 of said Public Records; thence N89deg51'08"W, along said extension and said north line, a distance of 1,219.48 ft. to a point on the aforesaid east line of the SW ¼ of the NW ¼ and along the west line of said MacArthur Heights, a distance of 578.30 ft. to the SW corner of said subdivision; thence N89deg46'51"W, parallel with the south line of said NW ¼ a distance of 280 ft. to the NW corner of lands of the Diocese of Orlando (A/K/A Blessed Sacrament Catholic Church); thence S00deg32'18"W along a west line of said lands, said line being 280 ft. distant west of the east line of the SW ¼ of the NW ¼ of said Section 30, a distance of 329.56 ft. to a point on the north line of said SW ¼; thence S00deg08'31"W, parallel with and 280 ft. distant from the east line of the west ½ of said SW ¼, a distance of 234.66 ft.; thence S89deg46'51"E, parallel with the north line of said SW ¼, a distance of 1,504.12 ft. to a point on the aforesaid west right-of-way line of U.S. Hwy 1; thence S00deg13'32"W, along said west right-of-way line, a distance of 579 ft. to the SE corner of aforesaid lands The Diocese of Orlando (A/K/A Blessed Sacrament Catholic Church), said point being 814.06 ft. distant south, by right angle measurement, from the aforesaid north line of the SW ¼; thence N89deg46'51"W, along the south line of said lands which is 814.06 ft. distant from said north line of the SW ¼, a distance of 1,503.25 ft.; thence S00deg08'31"W, a distance of 14.67 ft. to a 4"x4" concrete monument (no identification) which marks the NW corner of Williams Point Complex according to the plat thereof, as recorded in Plat Book 19, Page 121, of said Public Records; S00deg13'32"W, along the west line of said Williams Point Complex, a distance of 1,095.39 ft. to the SW corner thereof; thence S89deg53'28"E, along the south line of said subdivision, a distance of 1,503.23 ft. to a point on the aforesaid west right-of-way line of U.S. Hwy 1; thence S00deg13'32"W, along said west right-of-way line, a distance of 59.80 ft. to the NE corner of lands described in ORB 4269, Page 2305; thence N89deg52'38"W, along the north line of said lands, a distance of 150 ft. to the NW corner thereof; thence S00deg13'32"W, along the west line of said lands, a distance of 358.20 ft. to a point 320 ft. north of the south line of said SW ¼ of Section 30; thence N89deg52'38"W, parallel with and 320 ft. distance from said south line of Section, a distance of 1,171.02 ft. to the NW corner of lands described in ORB 5294, Page 2038; thence S00deg08'24"W, along the west line of said lands, a distance of 295 ft. to a point on the north right-of-way line of Camp Rd., said point being 25 ft. distance from said south line of the SW ¼; thence N89deg52'38"W, along said north right-of-way, distance of 620.61 ft. to a point which is 600 ft. distant east from the aforesaid west line of Section 30; thence N00deg09'19"E, parallel with and 600 ft. distance from said west line, a distance of 775 ft.; thence N89deg52'38"W, parallel with the south line of said Section 30, a distance of 600 ft. the point of beginning; containing 129 +/- acres. Located on the west side of U.S.



Hwy 1, approx. 0.22 mile south of Broadway Blvd. (Tax parcel 251 = 5082 & 5083 Persimmon Ln., Cocoa; Tax Parcels 252 & 510 = No assigned address. In the Cocoa area.)





BOARD OF COUNTY COMMISSIONERS

**Planning and Development**

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

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

702 00032  
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 # ~~17PZ00109 / 18PZ00014~~

Existing FLU: RES 4 / NC *RES-8 Dir* Existing Zoning: PUD

Proposed FLU: RES 4 / NC *RES-8 Dir* Proposed Zoning: PUD

**PROPERTY OWNER INFORMATION**

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

Craig Harris

Watermark Investors LLC

Name(s)

Company

210 Hangar Road

Kissimmee

FL

34741

Street

City

State

Zip Code

charris@jtdlandco.com

407-590-0146

Email

Phone

Cell

**APPLICANT INFORMATION IF DIFFERENT FROM OWNER:**

☐

Attorney

☒

Agent

☐

Contract Purchaser

☐

Other

Bruce A. Moia, P.E.

MBV Engineering, Inc.

Name(s)

Company

1250 W. Eau Gallie Blvd, Unit H

Melbourne

FL

32935

Street

City

State

Zip Code

brucem@mbveng.com

321-253-1510

Email

Phone

Cell



**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: 129 +/-

**Reason for Request:**

Modification of the approved PUD which includes adding a third access location as required by County Code. Also revision to phasing of development.

Previously approved waiver to change minimum lot size to 40 ft width, (4,800 sq ft) still being requested.



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.

*Cedric Harris*  
Signature of Property Owner or  
Authorized Representative

08/27/2020  
Date

State of FLORIDA

County of SEMINOLE

Subscribed and sworn to me before me this 27th day of, August, 20 20.

personally appeared Cedric Harris, who is personally known to me or  
produced \_\_\_\_\_ as identification, and who did / did not take an oath.

*Marcia O. Martinez*  
Notary Public Signature

Seal





Office Use Only:

Accela No. 202000328 Fee: 277.00 Date Filed: 9/14/2020 District No. 1

Tax Account No. (list all that apply) 2317197, 2317198, 3017165

Parcel I.D. No.

23 36 30 00 251, 252 + 51D  
Twp Rng Sec Sub Block Lot/Parcel

Planner: GCR Sign Issued by: \_\_\_\_\_ Notification Radius: 500'

MEETINGS

☒ P&Z

☐ PSJ Board

☐ NMI Board

☐ LPA

☐ BOA

☒ BCC

DATE

11/9/2020

TIME

3pm

*issued to  
Code Enforcement*

12/3/2020

5pm

Wetland Survey from Environmental Report attached to submittal.

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?

☐ Yes ☒ No

If yes, list \_\_\_\_\_

Location of subject property:

West side of US Hwy 1, 1,150' south of Broadway Blvd

Description of Request:

Rezone PUD to water to PUD with  
waiver to add 3rd access (NW portion)



## DOCUMENT SUBMITTAL REQUIREMENTS

Application type	Application	Authorization to Act Form <sup>1</sup>	Recorded Property Deeds	Legal Description of Request <sup>2</sup>	Certified Survey <sup>8</sup>	Property Appraisers Map	Concurrency	School Concurrency <sup>3</sup>	Wetland Survey <sup>4</sup>	CUP Worksheet & Sketch <sup>5</sup>	Comp Plan Information <sup>6</sup>	Notice to Applicants	Neighbors Affidavit <sup>7</sup>	Letter to Zoning Official	Variance Hardship Worksheet <sup>9</sup>	* Additional Documentation	Fees
	NUMBER OF COPIES REQUIRED																
Staff to check indicating receipt																	
Comprehensive Plan Amendment <sup>6</sup>	1	1	1	2	2	1		1			1					*	Y
Zoning request	1	1	1	1	1 <sup>8</sup>	1		1	1			1				*	Y
Conditional Use Permit (CUP)	1	1	1	1	1 <sup>8</sup>	1				1		1					Y
AA – Waiver	1	1			1	1							1	1			Y
AA – Easement or Flag lot	1	1	1	1	1	1											Y
Variance	1	1	1	1	1	1									1	*	Y

<sup>1</sup>If the property is not owned in entirety by the applicant, either an Authorization to Act form or a notarized letter from each/all property owners of the subject property is required.

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

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

<sup>4</sup>Wetland Survey required on Commercial or Industrial property.

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

<sup>6</sup>Must 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.

<sup>7</sup>Administrative 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.

<sup>8</sup>Survey must be submitted if requested by staff.

<sup>9</sup>Variance 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.



# CALCULATION OF PUBLIC HEARING APPLICATION FEES -ZONING OFFICE

PUBLIC HEARING APPLICATION FEES	BASE FEE	ACREAGE FEE	UNIT FEE	SUB-TOTAL
<b>REZONING</b>				
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	
<b>CUP'S OR ROU APPLICATIONS</b>				
Fee per request (with rezoning)	447.00			
Fee per request (without rezoning)	849.00			
<b>OTHER APPLICATION FEES</b>				
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	3,692.00			
Special Hearing Fee for BOA	1,872.00			
All Other Unlisted Zoning Applications	849.00			
Miscellaneous				
<b>COMPREHENSIVE PLAN AMENDMENTS</b>				
Small Scale Amendment	919.00			
Large Scale Amendment	1,785.00	\$43 per acre		
Maximum Fee on a Single Application	17,334.00			
				<b>SUB-TOTAL ***/*</b>
<b>FEES COLLECTED FOR ADMINISTRATIVE ACTIONS</b>				
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			
				277.00 per Jeffrey Ball
				8-26-2020
<b>BASE FEE ADJUSTMENTS</b>				<b>TOTAL</b>
* 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			



## ACCELA FEE SHEET

Fee Schedule: Zoning  
Version: Version 1

Payment Period	Priority	Subgroup	Fee Code	Fee Item	Quantity
FINAL			PZ300	Zoning/Variance	277.00
FINAL			PZ310	Comprehensive Plan	
FINAL			PZ320	Waiver/Easement	
FINAL			PZ330	Address Assignment	
FINAL			PZ340	Natural Resources	
FINAL			PZ350	Miscellaneous	
FINAL			PZ360	Tower Application / Consultant Fee	
FINAL			PZ370	Land Development PUD Review	





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

## RECEIPT OF PAYMENT

**Payment Date: 9/4/2020**  
**Receipt #: 579016**  
**Transaction Id# 5296**

Payment Method	Payment Reference #	Amount Paid	Comments
Check	5296	\$277.00	
		\$277.00	Total
<b>5870 INDUSTRIAL DR, COCOA, FL 32927</b>			
Zoning Rezoning		\$277.00	
<b>20Z00032</b>			
<b>Fee</b>	<b>Invoice #</b>	<b>Amount</b>	
Zoning/Variance	681014	\$277.00	
			<b>Grand Total</b>
			<b>\$277.00</b>

**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](http://www.brevardcounty.us/PlanningDev)  
P (321) 633-2068 F (321) 633-2052



Zoning Information Worksheet

Owner(s): Watermark Investors LLC  
(Does this match the warranty deed?)

Applicant(s): Bruce Moia P.E.  
(Does this person have authorization from everyone listed on the warranty deed?)

Parcel ID#: 23/36/30/001 252, 251 + ~~258~~ 510  
(If more than one parcel, they must share a property line to be on the same application.)

Present Zoning: PUD in Waiver for using 40' wide lots x 4,800 ft

Is there a BDP or a CUP on the property? Yes/No: \_\_\_\_\_ (If yes, attach BDP)

18P200014

Is this a non-conforming lot of record? Yes/No: (No) Why?

Non-Conforming to: \_\_\_\_\_

Is this a substandard lot? Yes/No: (No)

Why? \_\_\_\_\_

Requested Zoning/CUP: Amend PUD to add third access  
at NW portion of site & continue use of 40'  
lots x 4,800 ft

What is the FLU Designation of the property? Res 4, Res 8 Permitted & NC

- Is the requested zoning consistent with the FLU? (Yes) No (See compatibility table)
- If no, what is the requested **small scale plan amendment**? (Must be 10 acres or less)

BDP Requested? Yes/No: (No)

If CUP Request, do you have a CUP worksheet filled out by the applicant? Yes/No

Previously Approved Zoning Actions: 64(2-10736(66)); BU-2(2-1036)  
17 P2 00002 - RU-1-7 w/ BDP (expired), 18P2 00014 -  
PUD approved w/ 40' x 4800 ft lots

Most recent zoning change in same section? 18P2 000101 - BU-2 12/6/18

19P2 00079 RU-2-12 BDP 12/13/19

19P2 00051 - CUP 5/30/19



If this is a CUP request, list all CUP's on adjacent properties: \_\_\_\_\_

Abutting property zoning: N TR-1 S AM, TR-1 E TR-1 + TR-1 W 14

JPA/Special Board/Special Section? Yes/No (Circle one and make a note on the application) PSJ, NMI, MIRA  
ROCKLEDGE, MELBOURNE, PALM SHORES, TITUSVILLE, PALM BAY or within 500' of PALM BAY EXTENSION

Reason for Rezoning Request: Add 3rd access

- If proposing single-family or multi-family how many units? 368
- If proposing a CUP for alcohol, how many seats? \_\_\_\_\_ Bar or Restaurant? \_\_\_\_\_
  - Do you have a certified survey indicating there are no churches or schools within 400'? Yes/No
  - Do you have a site plan showing the layout and parking configuration? Yes/No
  - Do you have a CUP worksheet filled out by the applicant? Yes/No
- If the request is for commercial zoning, do you have a wetland survey that includes a legal description of the wetland? Yes/No (If no, NR must have checked no on the front of the application)

Existing structures/uses on the property? N/A

Describe the character of the area based upon Administration Policy 3 of FLUE (attached):

PUD infill into residential area mobile home  
subdivisions

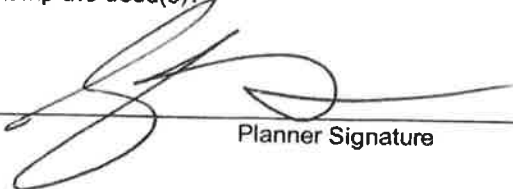
Concerns raised as part of request: Industrial use to the west (buffering)

Other options discussed with applicant: When will an address be picked

Did you print out the Property Appraiser's Map for this property?

Did you mark the map?

Did you stamp the deed(s)?

  
Planner Signature

9/4/2020  
Date



### **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 foresee ably 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 an 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.



## Notice to Applicants for Change of Land Use

The Planning and Zoning Office staff will be preparing a package of written comments concerning your request. These comments will be provided to the Planning and Zoning Board and Board of County Commissioners. The comments will address the following:

The current zoning of the property along with its current development potential and consistency with the Brevard County Comprehensive Plan use and density restrictions.

**The proposed zoning of the property along with its development potential and Consistency with the Board County Comprehensive Plan use and density restrictions.**

**The proposal's impact on services, such as roads and schools.**

**The proposal's impact upon hurricane evacuation, if applicable.**

### Environmental factors.

### Compatibility with surrounding land uses.

**Consistency with the character of the area.**

You may place your own written comments regarding these items into the record. Up to two typewritten pages can be included in the package if received 10 working days prior to the Planning and Zoning Board hearing. You are not required to provide written comments. *An Applicant presentation to the Planning and Zoning Board is required regardless of written submittals.* The board may approve the requested classification or a classification which is more intensive than the existing classification, but less intensive than the requested classification.

Staff comments will be available approximately one week prior to the Planning and Zoning Board hearing. These comments will be made available to you at that time. In order to expedite receipt of staff's comments, please provide an e-mail address or fax number below. Alternatively, a copy of staff's comments will be mailed via the U.S. Postal Service.

**NOTES:**

- ❑ **If your application generates public opposition, as may be expressed in letters, petitions, phone calls, testimony, etc., you are advised to meet with concerned parties in an effort to resolve differences prior to the BCC taking final action on the request; therefore, you are encouraged to meet with affected property owners prior to the public hearing by the Planning & Zoning Board/Local Planning Agency (P&Z/LPA). During the course of conducting the public hearing, if the P&Z/LPA finds the application is controversial, and the applicant has not met with affected property owners, the item shall be tabled to the next agenda to allow such a meeting to take place. If the item is controversial, despite the applicant's efforts to meet with affected property owners, the P&Z/LPA may include, in their motion, a requirement to meet with interested parties again prior to the BCC public hearing. The BCC may also table your request in order for you to meet with interested parties, if this has not occurred prior to the public hearing before the BCC. If you need assistance to identify these parties, please contact the Planning & Zoning Office.**
- ❑ **BCC approval of a zoning application does not vest a project nor ensure issuance of a permit. At the time of permit application, land development regulations and concurrency-related level of service standards must be met.**

**Please transmit staff's comments via:**

brucem@mbveng.com or ( ) or U.S. Mail  
e-mail address fax number

Yes/No

I have received a copy of this notice:

(APPLICANT SIGNATURE)



**NOTICE TO APPLICANTS FOR  
PLANNED UNIT DEVELOPMENT (PUD)**

The Preliminary Development Plan (PDP) is part of the zoning application for a PUD and therefore is conceptual in nature. It is not intended to be specific with respect to engineering details that are normally reviewed at the Final Development Plan (site plan) stage of review.

It is unnecessary to place such additional details on the preliminary development plan unless you intend to limit your plan's flexibility by binding your PDP to a specific proposal. For instance, you may wish to increase a setback beyond which is required for mitigation purposes or to provide additional buffers. If you choose to place additional details on the Preliminary Development Plan that are normally required at the final development plan stage, be advised that staff will not be reviewing those details at this stage, and an approval of the PUD zoning by the Board of County Commissioners will not be viewed as a waiver of land development regulations that are applied at the final development plan stage of review.

Specific waivers to land development regulations must be stated on the preliminary development plan and must be verbally requested by the applicant at the public hearing. Unless a waiver is specifically requested by the applicant and specifically approved by the Board, it will be assumed not to have been approved.

Please refer to Section 62-1448(b)(2) of the Brevard County Code for the minimum required PDP submittal information.

**I have read and understand the above statements.**



---

Applicant's Signature



**THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:**

Kristy A. Mount, Esquire

John H. Evans, P.A.

1702 South Washington Avenue

Titusville, Florida 32780

Consideration: \$1,600,000

Property Appraisers Parcel I.D. 23-36-30-00-251 / 23-36-30-00-252

**THIS WARRANTY DEED**, Made the 30 day of October, 2017 by LIGHT FINDINGS, LLC, a Florida limited liability company, hereinafter called the Grantor to WATERMARK INVESTORS, LLC, a Florida limited liability company, hereinafter called Grantee, whose post office address is Post Office Box 1748, Winter Park, Florida 32790.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires )

**Witnesseth**, That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Brevard County, State of Florida, viz:

See Exhibit "A" attached hereto and incorporated herein by reference

Subject property is vacant land.

Subject to Real Property Taxes for year 2018 and subsequent years.

Subject to restrictions, reservations, easements and covenants of record.

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**AND** the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

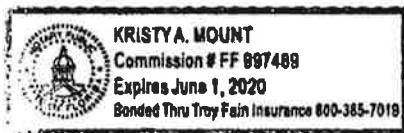
Kristy A. Mount  
Kristy A. Mount  
Printed Witness Name

John H. Evans  
John H. Evans  
Printed Witness Name

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 30 day of October, 2017, by WALTER HOLLOWAY, as Manager of LIGHT FINDINGS, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who ☒ produced a Driver's license as identification.

[SEAL] :



LIGHT FINDINGS, LLC, a Florida limited liability company

By: Walter Holloway  
WALTER HOLLOWAY, as Manager  
3773 N. Indian River Dr.  
Cocoa, FL 32926

Kristy A. Mount  
Notary Signature

C:\Julie\light findings-12557\WARRANTY DEED 10-12-17-j.doc



EXHIBIT "A"

Parcel 1:

From the Point of Beginning approximately in the center of the public road known as the Dixie Highway 320 feet North of the South line of Section 30, Township 23 South, Range 36 East, go West 1600 feet to a point for the SW corner; thence go North 418 feet to a point for the NW corner; thence go East 1600 feet to a point approximately in the center of the Dixie Highway for the NE corner, thence go South 418 feet to the Point of Beginning, lying in Brevard County, Florida; less and except the right-of-way of Highway U.S. #1 and the East 150 feet of the South 358.2 feet lying West of the Westerly right-of-way line of Highway U.S. #1.

AND

Commence at a point which is 331.2 feet South of the Northeast corner of the Southeast quarter of the Northwest quarter of Section 30, Township 23 South, Range 36 East, as shown on the Government Survey of said Section; thence West and parallel to the North line of said section a distance of 1320 feet to the West line of the said Southeast quarter of the Northwest quarter of said Section, Township and Range; thence North 100 feet, thence East parallel to the North line of said Section 30 a distance of 1320 feet, to point due North of Point of Beginning; thence South 100 feet to Point of Beginning. Less and except the right of way of U.S. Highway 1.

AND

Also all of the West half of the Southwest quarter, less the West 600 feet of the South 800 feet thereof, and the Southwest quarter of the Northwest quarter, all in Section 30, Township 23 South, Range 36 East as shown on the Government Survey of said section; excepting therefrom any part of the above described lands within the boundaries of the property heretofore conveyed to Rowe as described in Deed Book 137, Page 112, of the Public Records of Brevard County, Florida, and excepting therefrom the lands conveyed to C.E. Turney and Peggy Rose Turney as described in Warranty Deed recorded in Official Records Book 1686, Page 586, Public Records of Brevard County, Florida, and excepting the lands conveyed to the Diocese of St. Augustine as described in Warranty Deed recorded in Official Records Book 548, Page 772 and corrected in Official Records Book 647, Page 141, Public Records of Brevard County, Florida.

ALL lying and being in Brevard County, Florida.

Parcel 2:

Commence at a point on the East line of the Southeast quarter of the Northwest quarter of Section 30, Township 23 South, Range 36 East, which point is 331.2 feet South of the Northeast corner of said Southeast quarter of the Northwest quarter, thence South 82.5 feet; thence West parallel with the North line of said quarter quarter Section 1,320 feet to the West line thereof; thence North on said West line 82.2 feet; thence East to the Point of Beginning, and also described as the North 1/4 of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 23 South, Range 36 East, Less and except the right of way of U.S. Highway 1. ALL lying and being in Brevard County, Florida.



3/3

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Alberto S. Bustamante, III, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Suite 2300  
Orlando, FL 32801  
(407) 649-4000

For Recording Purposes Only

Portion of Parcel ID: 23-36-30-00-258

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and entered into as of the 30<sup>th</sup> day of October, 2017, by **John G. Noonan, as Bishop of the Diocese of Orlando, his Successors in Office and Assigns**, a corporation sole, whose mailing address is 50 East Robinson Street, Orlando, FL 32801 (hereinafter referred to as "Grantor"), to **Watermark Investors, LLC**, a Florida limited liability company, whose mailing address is PO Box 1748, Winter Park, FL 32789 (hereinafter referred to as "Grantee").

(All references to the parties herein shall include their heirs, personal and legal representatives, successors, and assigns; and when applicable the singular shall include the plural, and the masculine shall include the feminine and neuter.)

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor, the receipt of which is hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms unto the Grantee, all right, title and interest in and to that certain land situate in Brevard County, Florida ("Property"), more particularly described as follows:

*See Exhibit A.*

**SUBJECT TO** all covenants, conditions, restrictions, reservations, limitations, easements of record and rights-of-way, if any, but this provision shall not operate to re-impose the same; and taxes and assessments for the current year and subsequent years.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Carol Asenjo  
Print Name: Carol Asenjo  
Scott Ferguson  
Print Name: Scott Ferguson

GRANTOR:

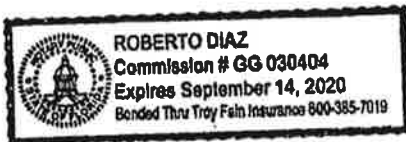
John G. Noonan  
John G. Noonan, as Bishop of the Diocese of Orlando,  
his Successors in Office and Assigns, a corporation  
sole

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of October, 2017, by John G. Noonan as Bishop of the Diocese of Orlando, a corporation sole, on behalf of said corporation sole.

[Signature]  
Signature of Notary Public  
(Print Notary Name) \_\_\_\_\_

AFFIX NOTARY STAMP



My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
☒ Personally known, or  
☐ Produced Identification  
Type of Identification Produced: \_\_\_\_\_



**Exhibit A**

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF "WILLIAMS POINT COMPLEX," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 121 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN N.00°08'31"E., PARALLEL WITH AND 280 FEET DISTANT WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 14.67 FEET TO A POINT WHICH IS 814.06 FEET DISTANT SOUTH, BY RIGHT ANGLE MEASUREMENT, FROM THE NORTH LINE OF SAID SOUTHWEST 1/4, THE POINT OF BEGINNING; THENCE CONTINUE N.00°08'31"E., PARALLEL WITH AND 280 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 579.40 FEET; THENCE S.89°46'51"E., PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1504.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S.00°13'32"W., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 579.40 FEET TO A POINT WHICH IS 814.06 FEET DISTANT SOUTH OF THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4; THENCE N.89°46'51"W., PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1503.25 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 20.00 ACRES





BOARD OF COUNTY COMMISSIONERS

**Planning and Development**

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940

**AUTHORIZATION TO ACT ON BEHALF OF OWNER**

I, Craig Harris managing member of Watermark Investors LLC

authorize Bruce Moia, P.E. - MBV Engineering, Inc.

to act on my behalf, which may include representing me in public hearings pertaining to the submittal of the attached application.

Choose the applicable application type. More than one may apply.

☒ Administrative Action

☐ Comprehensive Plan Amendment

☒ Development Plan

☒ Rezoning

☐ Variance

Signature

*[Handwritten Signature]*

Date

05/07/2020

State of FLORIDA

County of OSCEOLA

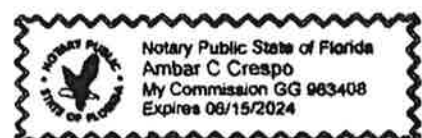
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 20 20

by Craig Harris, who is personally known to me or has produced

as identification, and who did or did not take an oath.

*[Handwritten Signature]*  
Signature of Notary

Seal:







BOARD OF COUNTY COMMISSIONERS

**Planning and Development**

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940

**AUTHORIZATION TO ACT ON BEHALF OF OWNER**

I, Craig Harris managing member of Watermark Investors LLC

authorize Chris Gardner - Condev Land LLC

to act on my behalf, which may include representing me in public hearings pertaining to the submittal of the attached application.

Choose the applicable application type. More than one may apply.

☐ Administrative Action

☐ Comprehensive Plan Amendment

☒ Development Plan

☐ Rezoning

☐ Variance

Signature

Date

05/07/2020

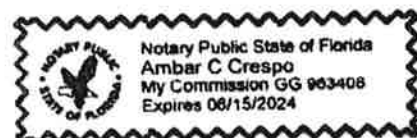
State of FLORIDA

County of OSCEOLA

The foregoing instrument was acknowledged before me this 11th day of MAY, 20 20  
by Craig Harris, who is personally known to me or has produced  
\_\_\_\_\_ as identification, and who did or did not take an oath.

Ambar C. Crespo  
Signature of Notary

Seal:





Review  
2/7/18  
by *Sen*

Updated  
9/4/2020

**Sec. 62-1448. Same—Approval of preliminary development plan and tentative zoning.**

(b) Preliminary application.

(1) Generally. A preliminary application shall be submitted to the county by the developer requesting approval of the site as a planned unit development zone. The preliminary application shall contain the name of the developer, the surveyor and the engineer who prepared the development plan and topographic data map, and the name of the proposed planned unit development per the nomenclature provided in section 62-1447. (See PUD illustrations concerning the level of detail required.)

(2) Exhibits; contents of development plan. The following exhibits shall be attached to the preliminary application:

- Still architect unknown
- ✓ a. A vicinity map indicating the relationship between the planned unit development and its surrounding area, including adjacent streets and thorough-fares.
  - b. A development plan that shall contain but not be limited to the following information:
    - X 1. The proposed name or title of the project, and the name of the engineer, architect and developer.
    - ✓ 2. North arrow, scale (one inch equals 200 feet or larger), date and legal description of the proposed site.
    - ✓ 3. The boundaries of the tract shown with bearings, distances, closures and bulkhead lines, all existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
    - ✓ 4. The name and location of adjoining developments and subdivisions.
    - ✓ 5. Proposed parks, school sites or other public or private open space.
    - ✓ 6. Vehicular and pedestrian circulation systems, including off-street parking and loading areas, driveways and access points.
    - ✓ 7. Site data, including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary nonresidential uses, and the total number of dwelling units.
    - ✓ 8. Proposed common open space, including the proposed improvements and any complementary structures and the tabulation of the percent of the total area devoted to common open space. Areas qualifying for common open space shall be specifically designated on the site plan.
    - ✓ 9. Delineation of specific areas designated as a proposed stage.
    - ✓ 10. A general statement, including graphics, indicating proposed corridors of drainage and their direction, natural drainage areas, specific areas which are to function as retention lakes or ponds, anticipated method for accommodating runoff (curb and gutter, swales or other method), and treatment methods for discharge into area waterways for the site to ensure conformity with natural drainage within the vicinity area or with the drainage plan established within the vicinity area.
    - ✓ 11. The general location within the site of each primary residential and secondary nonresidential use, and the proposed amount of land to be devoted to individual ownership.
    - ✓ 12. The proposed method of dedication and administration of proposed common open space.

See  
12/21/17  
Letter



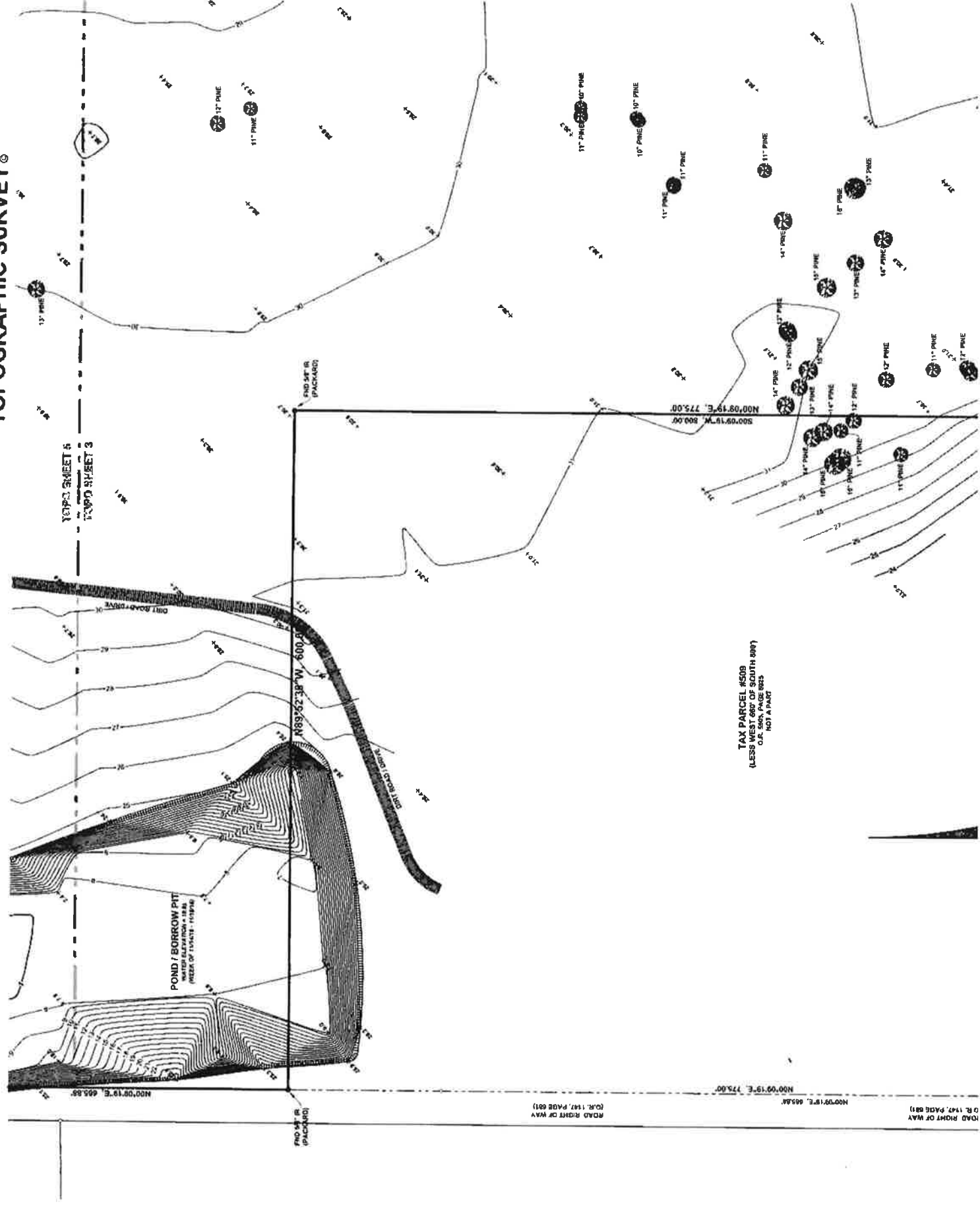








# TOPOGRAPHIC SURVEY ©



TOP SHEET 5  
TOP SHEET 3

POND / BORROW PIT  
AREA OF 114418 - 113874

END 54\"/>

END 54\"/>

N89°02'38\"/>

3400.00

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

ROAD RIGHT OF WAY  
(O.R. 1147, PAGE 881)

TAX PARCEL #509  
(LESS WEST 400' OF SOUTH 880')  
O.R. 505, PAGE 803  
NOT A PART

N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>

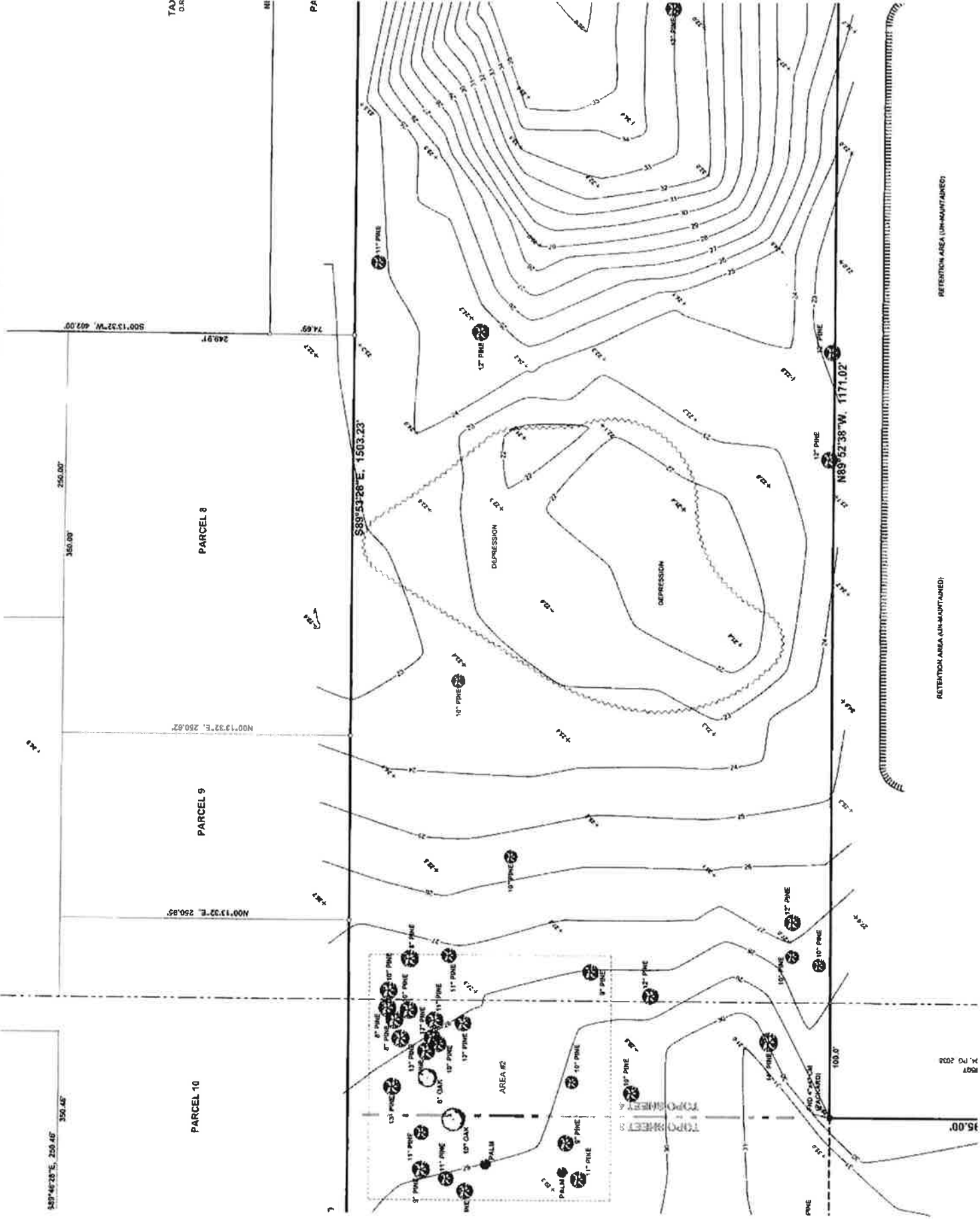
N00°09'19\"/>

N00°09'19\"/>

N00°09'19\"/>



# TOPOGRAPHIC SURVEY ©



RETENTION AREA (UNMAINTAINED)

RETENTION AREA (UNMAINTAINED)

NO 4" x 4" LUM (SUSCEPTIBLE)

15.00'

100.00'

50.00'

25.00'

12.50'

6.25'

3.125'



30' (ST O.R. 1947 PAGE 681)

N00°02'19"E, 302.94'

9"E, 685.58'

WEST  
N00°0'  
2863.1  
2840'

POND / BOROUGH PT  
WATER ELEVATION 12.5  
WELL OF 10" DIA. (1947)

SCALE 1" = 50'

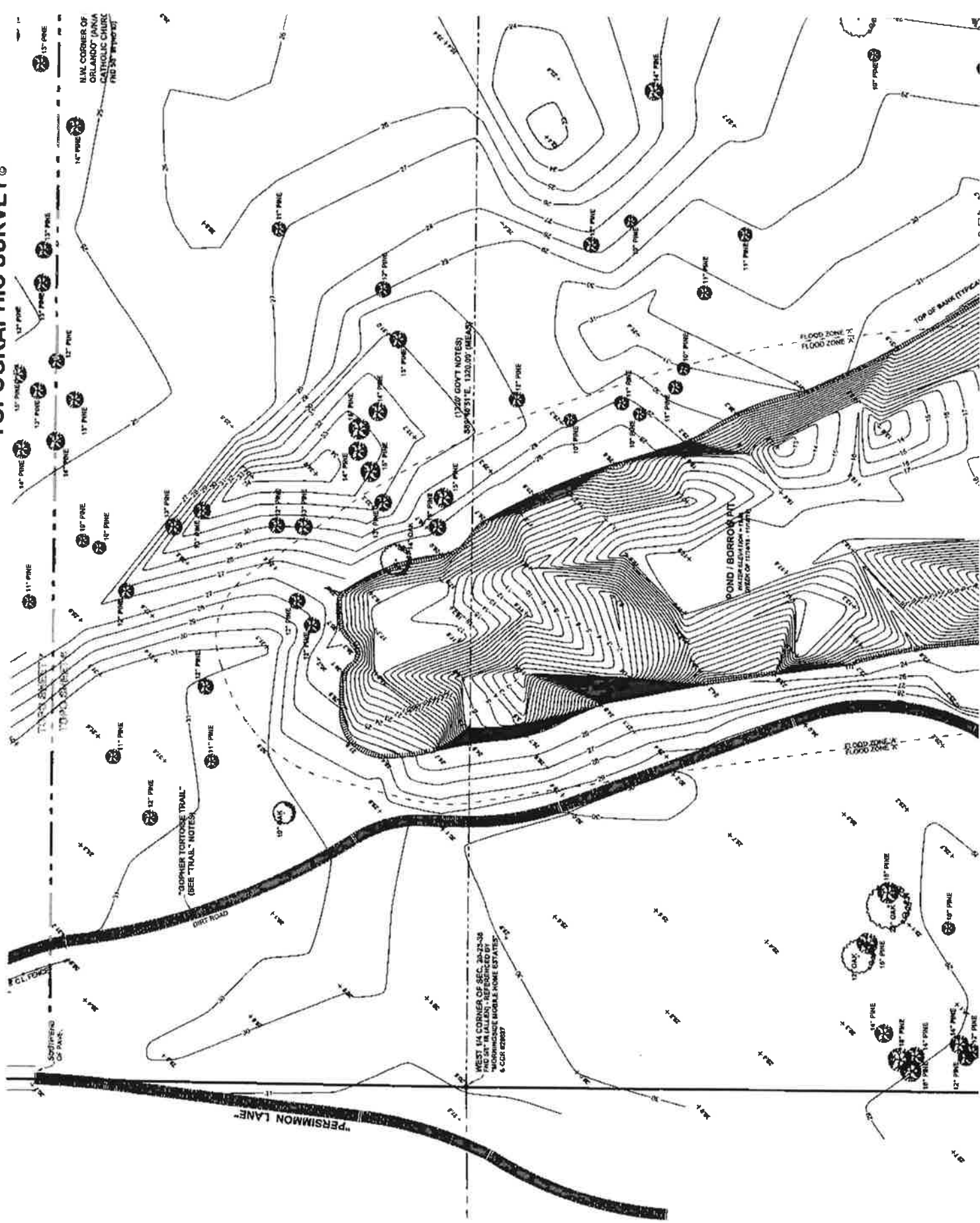
"GOPHER TORTOISE-TRAIL"  
(SEE "TRAIL" NOTES)

PARCEL 1-C  
WEST OF SW 1/4

POND / BOROUGH PT  
WATER ELEVATION 12.5  
WELL OF 10" DIA. (1947)

TOP SHEET  
TOP SHEETS



**TOPOGRAPHIC SURVEY®**



TAX PARCEL #8  
O.R. 6430, PAGES 4448 (NOT A PART)

20' ACCESS EASEMENT  
O.R. 1104, PAGE 301

WEST LINE OF N.W. 1/4 OF  
SEC. 30-23-38 = 2650.48' (MEAS)

NEW ASPHALT PAVEMENT

NEW ASPHALT PAVEMENT

INDUSTRIAL DRIVE

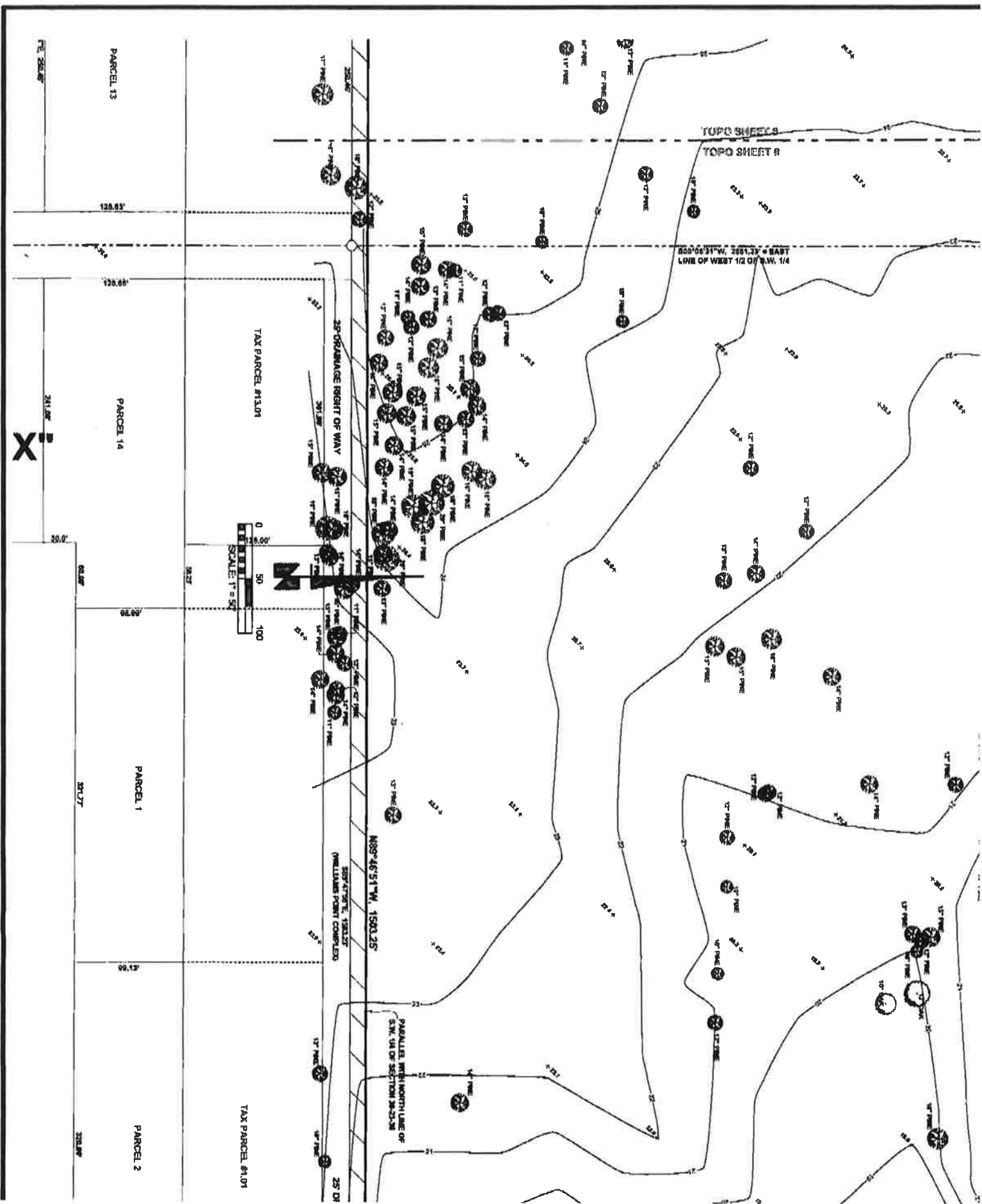
N00°33'33"E, 1315.98'  
1317.1' (H.W. WILSON / 1032)

SCALE 1" = 50'  
50  
100

VACANT

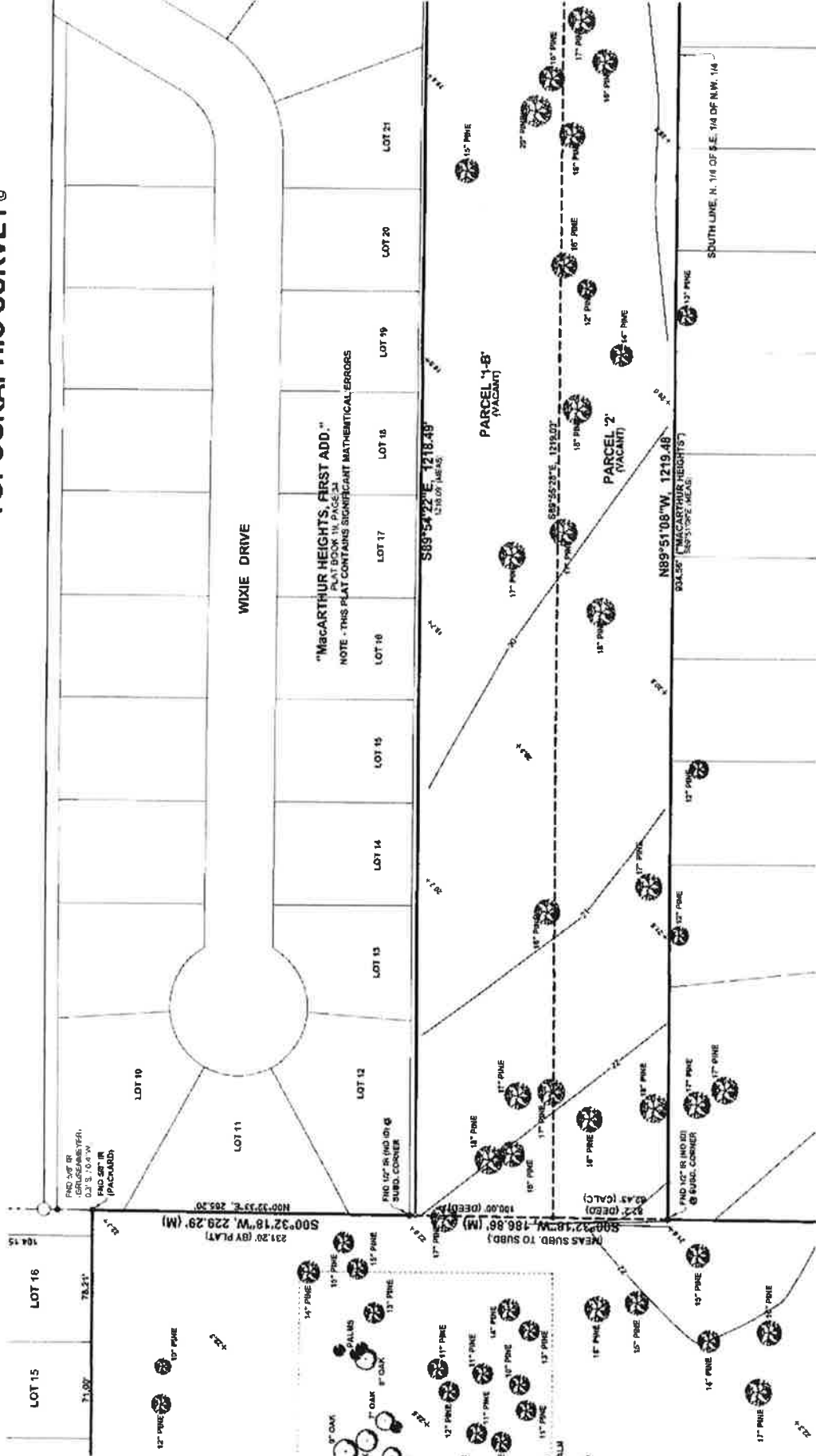
N.W. CORNER OF  
OAKLAND TANK  
FACILITY (OAK  
AND 24' WIDE ST)







# TOPOGRAPHIC SURVEY ©



## GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
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20. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
21. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT, UNLESS OTHERWISE SPECIFIED.

## SURVEY NOTES:

- BEARING STRUCTURE - BASES OF  
SECTION 34.38 - A BEARING OF  
S10°00'00"E  
BEARING REFERENCE  
MSS  
CAL  
ELEVATIONS - BASED ON NORTH  
ELEVATION - 22.18



## OWNER/APPLICANT

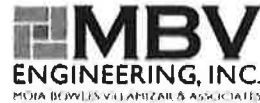
WINTERPARK INVESTORS, LLC

210 S. HIAWASSEE BLVD.

KISSIMMEE, FL 34741

(407) 879-1748

## ENGINEER



PROFESSIONAL ENGINEERS & ARCHITECTS

CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL

1250 W. Eau Gallie Blvd., Unit H

Melbourne, Florida 32935

321.253.1510 • Fax: 321.253.0911

www.mbveng.com

LAR170

## SURVEYOR

DEWBERRY

Surveying and Mapping

131 WEST KALEY STREET

ORLANDO, FLORIDA

PH (321) 354-8826

FAX: (407) 646-8104

CERT. OF AUTH. NO. LB 8011

### NOTE

1. PROPOSED A
2. TRACTS

### LEGAL

A PARTIAL OF AN

FLORIDA MENSURE

COMMENCE AT A

1/4 SECTION 10

1/4 SECTION 11

1/4 SECTION 12

1/4 SECTION 13

1/4 SECTION 14

1/4 SECTION 15

1/4 SECTION 16

1/4 SECTION 17

1/4 SECTION 18

1/4 SECTION 19

1/4 SECTION 20

1/4 SECTION 21

1/4 SECTION 22

1/4 SECTION 23

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1/4 SECTION 77

1/4 SECTION 78

1/4 SECTION 79

1/4 SECTION 80

1/4 SECTION 81

1/4 SECTION 82

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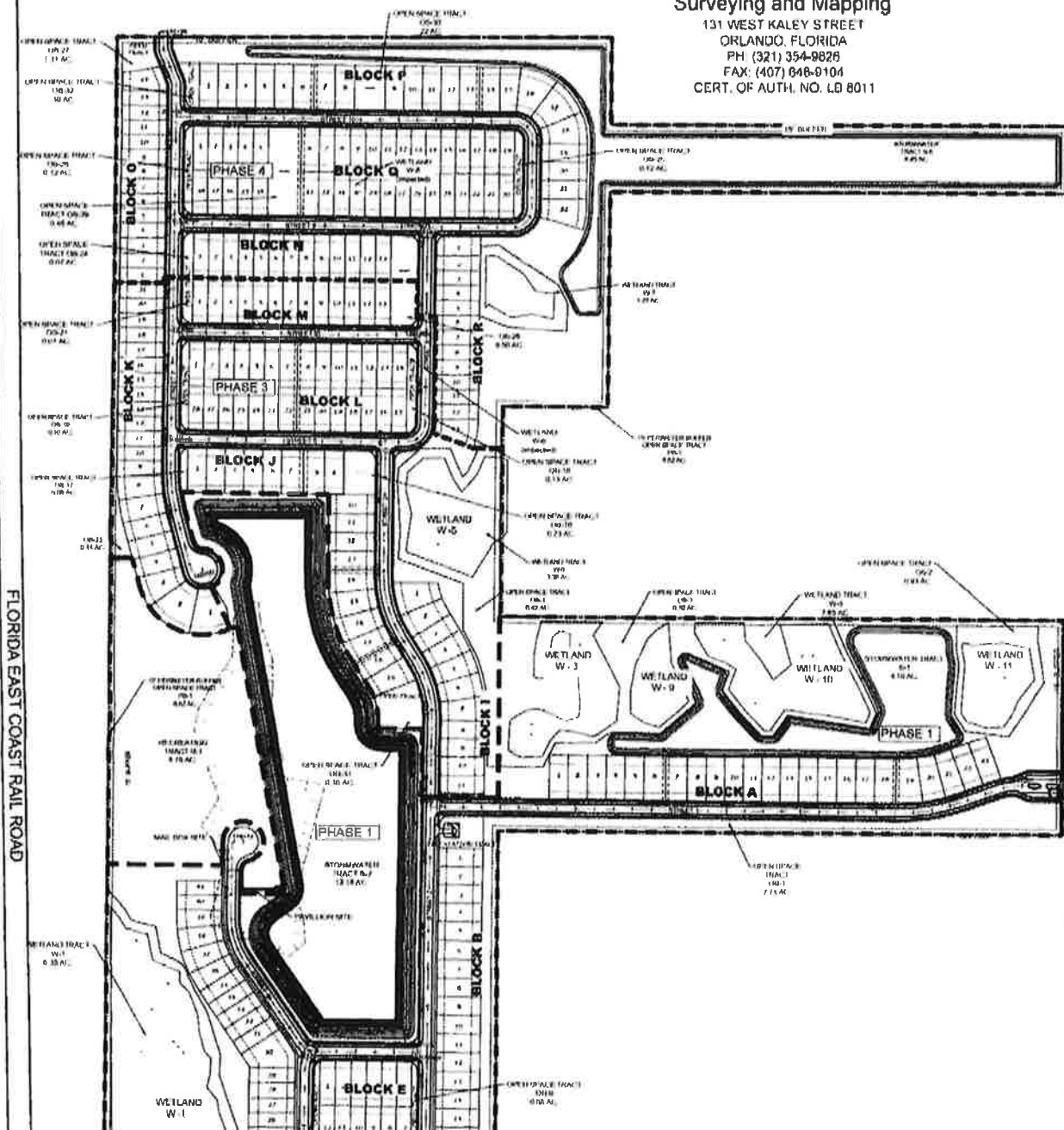
1/4 SECTION 86

1/4 SECTION 87

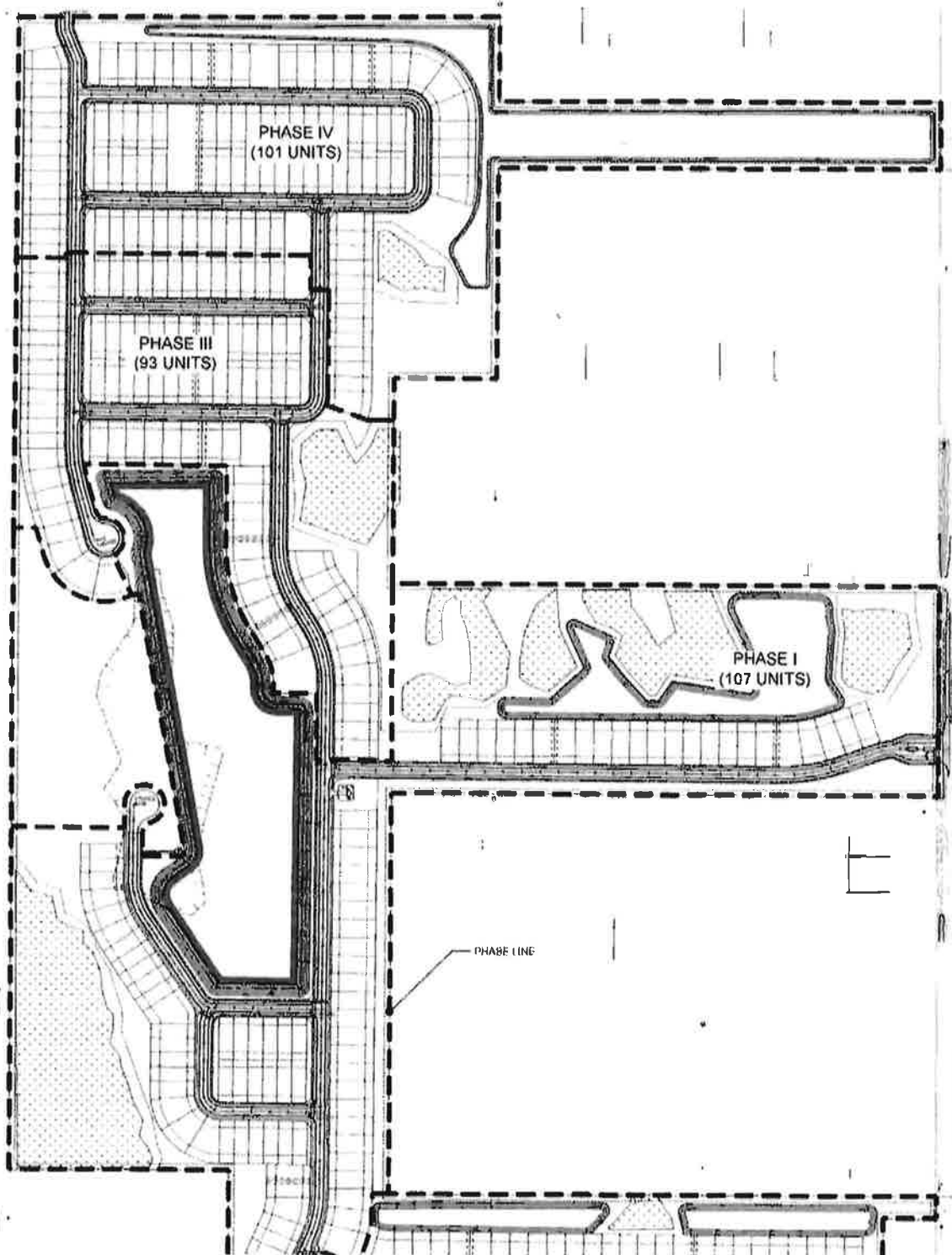
1/4 SECTION 88

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1/4 SECTION 90





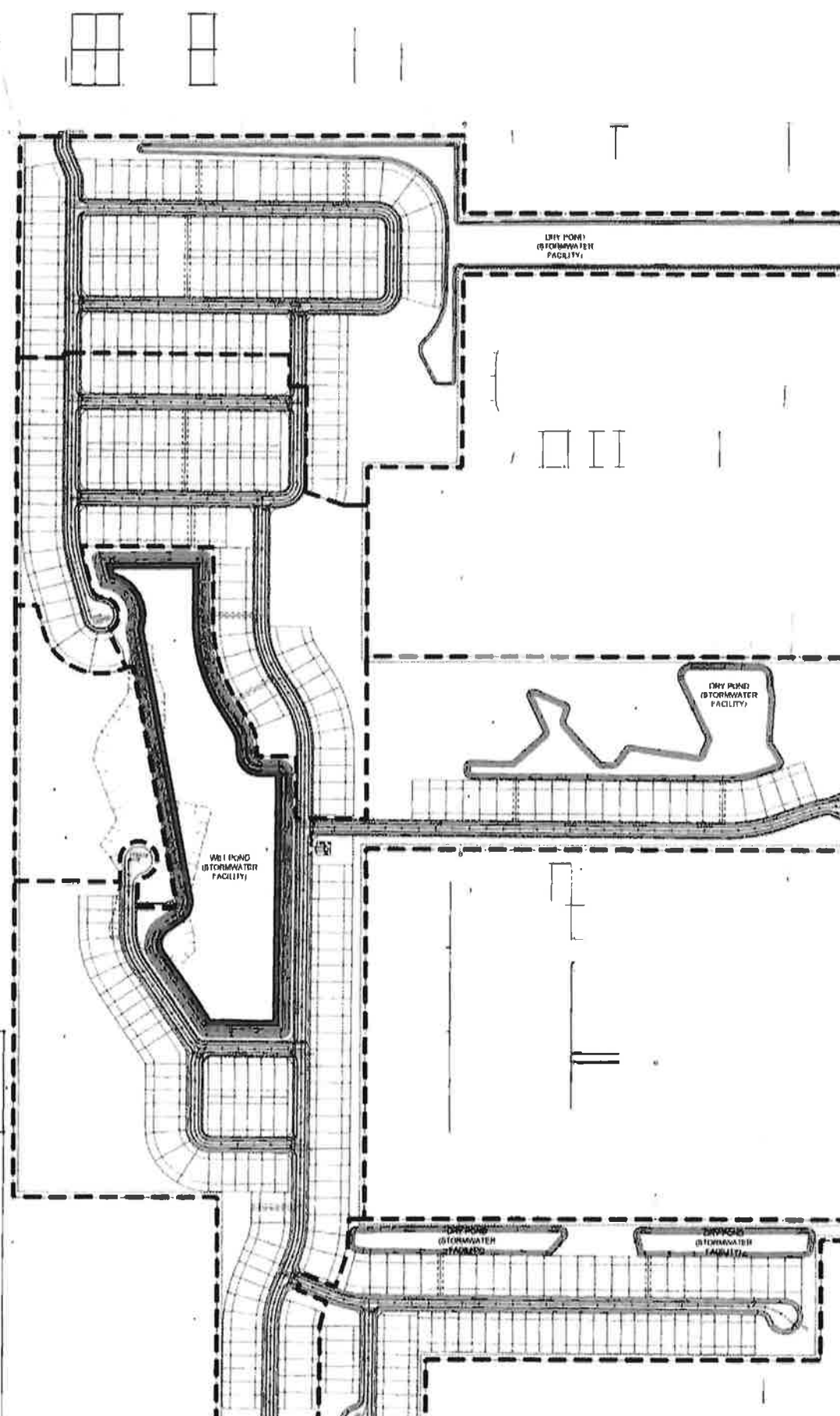


FLORIDA EAST COAST RAIL ROAD

US HIGHWAY 1



FLORIDA EAST COAST RAIL ROAD









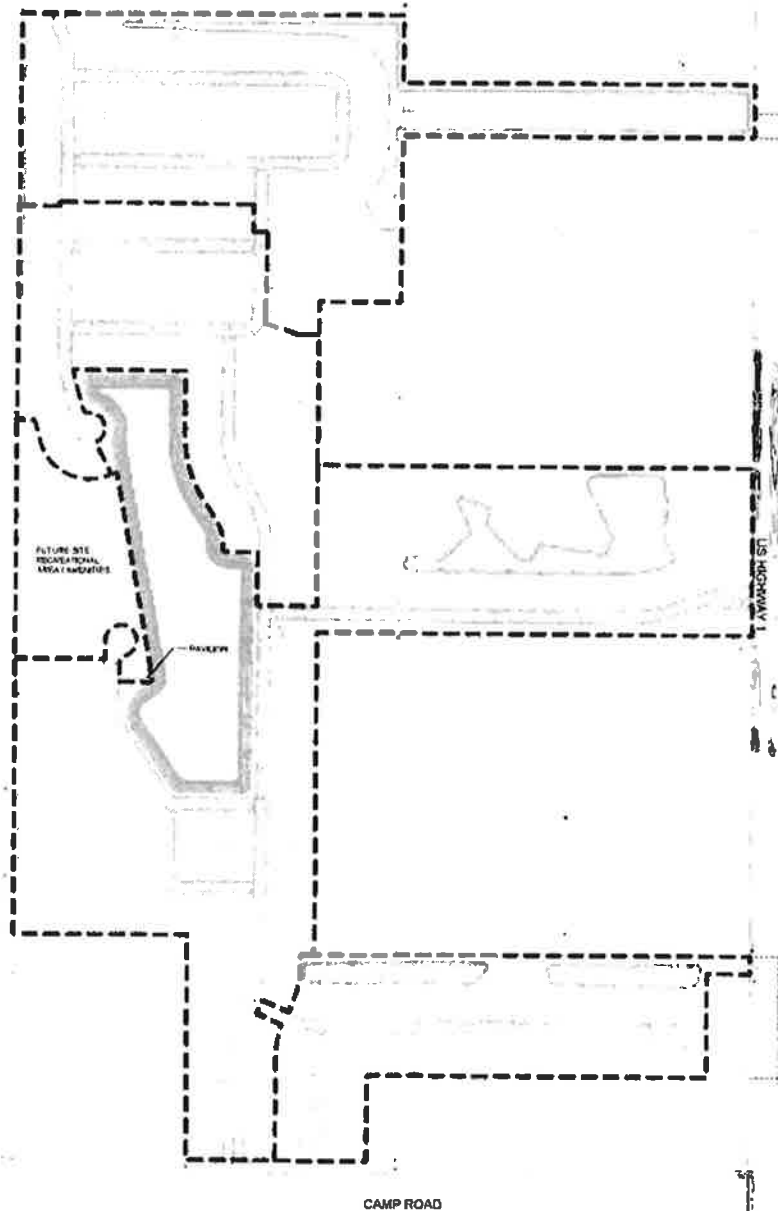
2416







FLORIDA EAST COAST RAIL ROAD



CAMP ROAD

#### SITE DATA

PHASE 1 10.2 AC (PASSIVE)  
PHASE 2 1.00 AC (PASSIVE)  
PHASE 3 4.8 AC (PASSIVE)  
PHASE 4 11.8 AC (PASSIVE)  
PERIMETER 8.8 AC (PASSIVE)  
BLUFFS

PHASE 1 ACTIVE OPEN SPACE AMBITIOUS  
1.00 AC (PASSIVE)  
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POTENTIAL AMBITIOUS  
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PHASE 2 PASSIVE OPEN SPACE AMBITIOUS  
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OTHER OPEN SPACE OPTIONS FOR AMBITIOUS  
1.00 AC (PASSIVE)  
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# WATERMARK PUD

COMMON RECREATION & OPEN SPACE EXHIBIT



CP-3



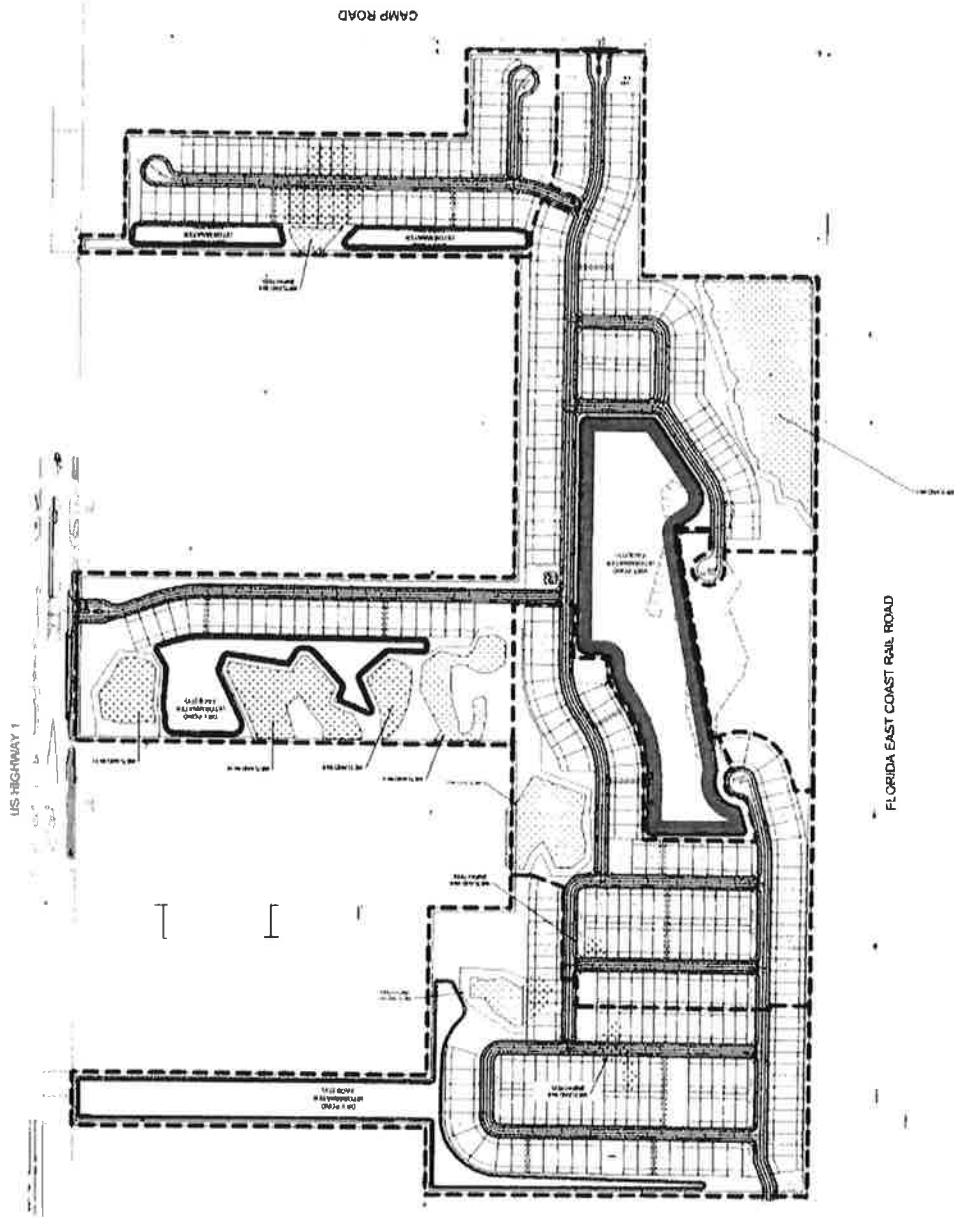
# WATERMARK PUD

## WETLAND IMPACT EXHIBIT

CP-4



NO.	AREA	ACRES	PERCENT	TOTAL
1	WETLAND	1.14	100%	1.14
2	WETLAND	1.14	100%	1.14
3	WETLAND	1.14	100%	1.14
4	WETLAND	1.14	100%	1.14
5	WETLAND	1.14	100%	1.14
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19	WETLAND	1.14	100%	1.14
20	WETLAND	1.14	100%	1.14
21	WETLAND	1.14	100%	1.14
22	WETLAND	1.14	100%	1.14
23	WETLAND	1.14	100%	1.14
24	WETLAND	1.14	100%	1.14
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83	WETLAND	1.14	100%	1.14
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97	WETLAND	1.14	100%	1.14
98	WETLAND	1.14	100%	1.14
99	WETLAND	1.14	100%	1.14
100	WETLAND	1.14	100%	1.14









On motion by Commissioner Isnardi, seconded by Commissioner Barfield, the following resolution was adopted by a unanimous vote:

**WHEREAS, WATERMARK INVESTORS, LLC, AND DIOCESE OF ORLANDO, JOHN G. NOONAN, BISHOP** – (Bruce Moia) – request a change of classification from GU (General Use), BU-1 (General Retail Commercial), BU-2 (Retail, Warehousing, and Wholesale Commercial), IU (Light Industrial), and IU-1 (Heavy Industrial) to PUD (Planned Unit Development); and waivers for 40-ft. lot width, and 4,800 sq. ft. lot size, on property described as: SEE ATTACHED

Section 30,

Township 23S,

Range 36E, and,

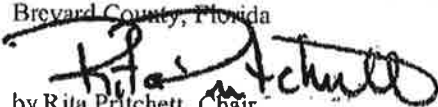
**WHEREAS**, a public hearing of the Brevard County Planning & Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering the adjacent areas, the Brevard County Planning & Zoning Board recommended that the application be approved; and,

**WHEREAS**, the Board, after considering said application and the Brevard County Planning & Zoning Board's recommendation, and hearing all interested parties, and after due and proper consideration having been given to the matter, find that the application should be Approved; now therefore,

**BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that the requested change of classification from GU, BU-1, BU-2, IU, and IU-1 to PUD; and waivers for 40-ft. lot width, and 4,800 sq. ft. lot size, be APPROVED as recommended, and that the zoning classification relating to the above described property be changed to PUD, and the Planning & Development Director, or designee, is hereby directed to make this change on the official zoning maps of Brevard County, Florida.

**BE IT FURTHER RESOLVED** that this resolution shall become effective as of May 24, 2018.

BOARD OF COUNTY COMMISSIONERS  
Brevard County, Florida

  
by Rita Pritchett, Chair  
Brevard County Commission

As approved by Brevard County Commission on May 24, 2018.



(P&Z Hearing – May 7, 2018)

Please note: A Conditional Use Permit will generally expire on the three year anniversary of its approval if the use is not established prior to that date. Conditional Use Permits for Towers and Antennas shall expire if a site plan for the tower is not submitted within one (1) year of approval or if construction does not commence within two years of approval. A PUD Preliminary Development Plan expires if a final development plan is not filed within three years.

THE GRANTING OF THIS ZONING DOES NOT GUARANTEE PHYSICAL DEVELOPMENT OF THE PROPERTY. AT THE TIME OF DEVELOPMENT, SAID DEVELOPMENT MUST BE IN ACCORDANCE WITH THE CRITERIA OF THE BREVARD COUNTY COMPREHENSIVE PLAN AND OTHER APPLICABLE LAWS AND ORDINANCES.



## Legal Description:

A parcel of land lying in **Section 30, Township 23S, Range 36E, Brevard County, Florida**, being more particularly described as follows: Commence at a railroad spike monumenting the SW corner of said Section 30 and run N00deg09'19"E, along the west line of the SW ¼ of said Section 30, a distance of 800 ft. to the NW corner of lands described in ORB 5505, Page 8025, the point of beginning; thence continue N00deg09'19"E, along said west line, a distance of 1,863.51 ft. to a 5/8 inch iron (stamped "Allen") which monuments the west ¼ corner of said Section; thence N00deg33'33"E, along the west line of the NW ¼ of said Section, a distance of 1,315.98 ft. to the SW corner of "Replat of Hardeeville", recorded in Plat Book 19, Page 148 of the Public Records of Brevard County, Florida; thence N89deg52'38"E, along the south line of said subdivision, a distance of 1,319.59 ft. to the SE corner of said "Replat of Hardeeville", said point being on the east line of the SW ¼ of the NW ¼ of said Section 30; thence S00deg32'18"W, along said east line, a distance of 229.29 ft. to a point 100 ft. north of the south line of the north ¼ of the SE ¼ of the NW ¼; thence S89deg'54'22"E, parallel with and 100 ft. north of said south line, a distance of 1,281.49 ft. to a point on the west right-of-way line of U.S. Hwy 1 (a 143-ft. wide right-of-way); thence S00deg13'32"W, along said west right-of-way line, a distance of 183.97 ft. to a point on the easterly extension of the north line of MacArthur Heights, according to the plat thereof, as recorded in Plat Book 16, Page 135 of said Public Records; thence N89deg51'08"W, along said extension and said north line, a distance of 1,219.48 ft. to a point on the aforesaid east line of the SW ¼ of the NW ¼ and along the west line of said MacArthur Heights, a distance of 578.30 ft. to the SW corner of said subdivision; thence N89deg46'51"W, parallel with the south line of said NW ¼ a distance of 280 ft. to the NW corner of lands of the Diocese of Orlando (A/K/A Blessed Sacrament Catholic Church); thence S00deg32'18"W along a west line of said lands, said line being 280 ft. distant west of the east line of the SW ¼ of the NW ¼ of said Section 30, a distance of 329.56 ft. to a point on the north line of said SW ¼; thence S00deg08'31"W, parallel with and 280 ft. distant from the east line of the west ½ of said SW ¼, a distance of 234.66 ft.; thence S89deg46'51"E, parallel with the north line of said SW ¼, a distance of 1,504.12 ft. to a point on the aforesaid west right-of-way line of U.S. Hwy 1; thence S00deg13'32"W, along said west right-of-way line, a distance of 579 ft. to the SE corner of aforesaid lands The Diocese of Orlando (A/K/A Blessed Sacrament Catholic Church), said point being 814.06 ft. distant south, by right angle measurement, from the aforesaid north line of the SW ¼; thence N89deg46'51"W, along the south line of said lands which is 814.06 ft. distant from said north line of the SW ¼, a distance of 1,503.25 ft.; thence S00deg08'31"W, a distance of 14.67 ft. to a 4"x4" concrete monument (no identification) which marks the NW corner of Williams Point Complex according to the plat thereof, as recorded in Plat Book 19, Page 121, of said Public Records; S00deg13'32"W, along the west line of said Williams Point Complex, a distance of 1,095.39 ft. to the SW corner thereof; thence S89deg53'28"E, along the south line of said subdivision, a distance of 1,503.23 ft. to a point on the aforesaid west right-of-way line of U.S. Hwy 1; thence S00deg13'32"W, along said west right-of-way line, a distance of 59.80 ft. to the NE corner of lands described in ORB 4269, Page 2305; thence N89deg52'38"W, along the north line of said lands, a distance of 150 ft. to the NW corner thereof; thence S00deg13'32"W, along the west line of said lands, a distance of 358.20 ft. to a point 320 ft. north of the south line of said SW ¼ of Section 30; thence N89deg52'38"W, parallel with and 320 ft. distance from said south line of Section, a distance of 1,171.02 ft. to the NW corner of lands described in ORB 5294, Page 2038; thence S00deg08'24"W, along the west line of said lands, a distance of 295 ft. to a point on the north right-of-way line of Camp Rd., said point being 25 ft. distance from said south line of the SW ¼; thence N89deg52'38"W, along said north right-of-way, distance of 620.61 ft. to a point which is 600 ft. distant east from the aforesaid west line of Section 30; thence N00deg09'19"E, parallel with and 600 ft. distance from said west line, a distance of 775 ft.; thence N89deg52'38"W, parallel with the south line of said Section 30, a distance of 600 ft. the point of beginning; containing 129 +/- acres. Located on the west side of U.S. Hwy 1, approx. 0.22 mile south of Broadway Blvd. (Tax parcel 251 = 5082 & 5083 Persimmon Ln., Cocoa; Tax Parcel 252 = No assigned address; Tax Parcel 258 = 5135 & 5145 N. U.S. Hwy 1, Cocoa.)



# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699

Mark W. Mullins, Ed.D., Superintendent



December 6, 2019

Mr. Kyle Harris  
Planning & Development Department  
Brevard County Board of County Commissioners  
2726 Judge Fran Jamieson Way  
Viera, Florida 32940

**RE: Proposed Watermark P.U.D. Development  
School Impact Analysis – Capacity Determination CD-2019-20**

Dear Mr. Harris,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development. The subject property is Tax Account 2317197 (Parcel ID: 23-36-30-00-251) containing approximately 129.68 acres in Unincorporated District 1, Brevard County, Florida. The proposed single-family development includes 368 homes. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2018-19 to 2023-24 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2018-2019 to 2023-24* which is attached for reference.

Single Family Homes		368	
Students Generated	Student Generation Rates	Calculated Students Generated	Rounded Number of Students
Elementary	0.28	103.04	103
Middle	0.08	29.44	29
High	0.16	58.88	59
Total	0.52		191

Planning & Project Management  
Facilities Services  
Phone: (321) 633-1000 x450 • FAX: (321) 633-4646



An Equal Opportunity Employer



**FISH Capacity (including relocatables) from the  
Financially Feasible Plan Data and Analysis for School Years 2018-19 to 2023-24**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	789	789	789	789	789
Cocoa	1,782	2,052	2,052	2,052	2,052

**Projected Student Membership**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	675	680	705	732	745
Cocoa	1,582	1,670	1,762	1,882	1,929

**Students Generated by Previously Issued SCADL Reservations**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	-	26	26	26	26
Cocoa	35	78	83	83	83

**Cumulative Students Generated by  
Proposed Development**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	-	26	43	73	103
Cocoa	-	23	36	62	88

**Total Projected Student Membership (includes  
Cumulative Impact of Proposed Development)**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	675	732	774	831	874
Cocoa	1,617	1,771	1,881	2,027	2,100

**Projected Available Capacity =  
FISH Capacity - Total Projected Student Membership**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	114	57	15	(42)	(85)
Cocoa	165	281	171	25	(48)



At this time, Fairglen Elementary School and Cocoa Jr./Sr. High School are not projected to have enough capacity for the total of projected and potential students from the Watermark P.U.D. development. Because there is a shortfall of available capacity in the concurrency service area of the Watermark P.U.D. development, the capacity of adjacent concurrency service areas must be considered.

The adjacent elementary school concurrency service areas are Saturn Elementary School, Cambridge Elementary School, Enterprise Elementary School, Challenger 7 Elementary School and Atlantis Elementary School. The adjacent high school concurrency service areas are Rockledge High School and Space Coast Jr./Sr. High School. A table of capacities of the *Adjacent Schools Concurrency Service Areas* that could accommodate the impacts of the Watermark P.U.D. development is shown:

**FISH Capacity (including relocatables) from the  
Financially Feasible Plan Data and Analysis for School Years 2018-19 to 2023-24**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	765	765	765	765	765
Space Coast	1,857	1,857	1,857	1,857	1,857

**Projected Student Membership**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	659	641	624	616	623
Space Coast	1,590	1,588	1,556	1,513	1,507

**Students Generated by Previously Issued SCADL Reservations**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	-	-	-	-	-
Space Coast	-	1	1	1	1

**Cumulative Students Generated by  
Proposed Development**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	-	26	43	73	103
Space Coast	-	23	36	62	88

**Total Projected Student Membership (includes  
Cumulative Impact of Proposed Development)**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	659	667	667	689	726
Space Coast	1,590	1,612	1,593	1,576	1,596

**Projected Available Capacity =  
FISH Capacity - Total Projected Student Membership**

School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	106	98	98	76	39
Space Coast	267	245	264	281	261



Considering the adjacent elementary school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the Watermark P.U.D. development.

This is a non-binding review; a *Concurrency Determination* must to be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David G. Lindemann', with a long horizontal flourish extending to the right.

David G. Lindemann, AICP

Director – Facilities Planning & Intergovernmental Coordination  
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years  
2017-2018 to 2022-23*  
Copy: Susan Hann, Assistant Superintendent of Facility Services  
File CD-2019-20



**Brevard County Public Schools**  
**Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service**  
**Data and Analysis for School Years 2018-19 to 2023-24**



Summary				2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Highest Utilization Elementary Schools				107%	105%	99%	99%	100%	99%
Highest Utilization Middle Schools				87%	92%	92%	100%	98%	98%
Highest Utilization Jr / Sr High Schools				88%	89%	89%	92%	94%	94%
Highest Utilization High Schools				95%	95%	99%	100%	100%	99%

School	Type	Grades	Utilization Factor	School Year 2018-19			School Year 2019-20			School Year 2020-21			School Year 2021-22			School Year 2022-23			School Year 2023-24		
				FISH Capacity	10/12/18 Membership	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concursory Service Areas																					
New Central Elementary	Elementary	K-6	100%																		
Allen	Elementary	PK-6	100%	751	711	95%	751	717	96%	751	725	97%	751	718	96%	751	718	96%	751	718	
Anderson	Elementary	K-6	100%	884	720	81%	884	706	80%	884	696	79%	884	699	79%	884	699	79%	884	706	
Apollo	Elementary	K-6	100%	902	847	94%	902	861	96%	902	865	96%	902	861	96%	902	861	96%	902	861	
Atlanta	Elementary	PK-6	100%	739	713	96%	739	693	94%	739	668	90%	739	658	89%	739	658	89%	739	641	
Audubon	Elementary	PK-6	100%	751	536	71%	751	539	71%	751	540	71%	751	485	64%	751	475	63%	751	483	
Cambridge	Elementary	PK-6	100%	755	661	88%	755	658	88%	755	664	88%	755	624	83%	755	616	81%	755	623	
Cape View	Elementary	PK-6	100%	548	340	62%	548	324	59%	548	305	56%	548	328	60%	548	320	58%	548	327	
Carroll	Elementary	K-6	100%	751	684	91%	751	691	92%	751	697	93%	751	697	93%	751	696	93%	751	691	
Chalenger 7	Elementary	PK-6	100%	573	571	100%	595	577	97%	595	577	97%	595	577	97%	595	577	97%	595	577	
Columbia	Elementary	PK-6	100%	751	478	64%	751	448	60%	751	448	60%	751	448	60%	751	447	60%	751	437	
Coquina	Elementary	K-6	100%	711	515	73%	711	482	68%	711	482	68%	711	404	57%	711	374	53%	711	367	
Crest	Elementary	PK-6	100%	1,154	845	73%	1,154	853	74%	1,154	855	74%	1,154	876	76%	1,154	919	80%	1,154	922	
Croton	Elementary	PK-6	100%	755	592	78%	755	534	71%	755	534	71%	755	621	82%	755	625	83%	755	622	
Discovery	Elementary	PK-6	100%	980	644	66%	980	606	62%	980	587	60%	980	577	59%	980	592	60%	980	582	
Enterprise	Elementary	PK-6	100%	990	662	67%	990	640	65%	990	619	62%	990	630	64%	990	599	61%	990	579	
Enterprise	Elementary	K-6	100%	729	594	81%	729	520	71%	729	505	69%	729	615	84%	729	632	87%	729	643	
Fairlane	Elementary	PK-6	100%	759	691	91%	759	675	89%	759	658	87%	759	705	93%	759	732	96%	759	745	
Gemini	Elementary	K-6	100%	711	498	70%	711	487	69%	711	488	69%	711	402	57%	711	417	59%	711	418	
Golfview	Elementary	PK-6	100%	777	555	71%	777	517	67%	777	501	65%	777	510	66%	777	512	66%	777	505	
Harbor City	Elementary	PK-6	100%	629	371	59%	629	305	49%	629	247	39%	629	245	39%	629	245	39%	629	245	
Holland	Elementary	PK-6	100%	605	497	82%	605	510	84%	605	526	87%	605	547	91%	605	569	95%	605	581	
Imperial Estates	Elementary	K-6	100%	729	539	74%	729	530	73%	729	530	73%	751	636	86%	751	629	84%	751	611	
Indiantown	Elementary	K-6	100%	700	740	106%	700	727	104%	700	704	102%	700	740	106%	700	750	107%	700	765	
Jupiter	Elementary	PK-6	100%	930	726	78%	930	696	76%	930	670	72%	930	795	86%	930	828	89%	930	859	
Lockmar	Elementary	PK-6	100%	692	589	85%	692	574	83%	692	559	81%	692	655	95%	692	684	99%	692	707	
Longleaf	Elementary	PK-6	100%	790	647	82%	790	646	82%	790	646	82%	790	626	79%	790	591	75%	790	588	
Manatee	Elementary	K-6	100%	954	849	89%	954	793	83%	954	828	87%	954	801	84%	954	803	84%	954	792	
McAlister	Elementary	PK-6	100%	918	777	85%	918	750	82%	918	685	75%	918	665	73%	918	604	66%	918	588	
Meadowlake Intermediate	Elementary	K-6	100%	1,114	868	78%	1,114	847	76%	1,114	851	77%	1,114	896	80%	1,114	943	85%	1,114	978	
Meadowlane Primary	Elementary	K-6	100%	824	626	76%	824	637	77%	824	624	75%	824	662	80%	824	702	85%	824	704	
Mile	Elementary	PK-6	100%	707	465	66%	707	449	64%	707	449	64%	707	447	63%	707	447	63%	707	435	
Mims	Elementary	PK-6	100%	725	479	66%	725	472	65%	725	460	63%	725	458	63%	725	458	63%	725	478	
Oak Park	Elementary	PK-6	100%	969	723	75%	969	675	70%	969	659	68%	969	637	66%	969	629	65%	969	622	
Ocean Breeze	Elementary	PK-6	100%	654	532	81%	654	524	80%	654	517	79%	654	497	76%	654	450	69%	654	460	
Palm Bay	Elementary	PK-6	100%	1,005	815	81%	1,005	697	70%	1,005	622	62%	1,005	598	59%	1,005	649	65%	1,005	683	
Pinewood	Elementary	PK-6	100%	569	517	91%	569	506	89%	569	496	87%	569	512	90%	569	518	92%	569	530	
Port Malabar	Elementary	PK-6	100%	852	698	82%	852	682	80%	852	662	78%	1,088	947	87%	1,088	915	84%	1,088	874	
Quest	Elementary	PK-6	100%	1,022	1,089	107%	1,022	1,144	112%	1,022	1,277	125%	1,022	1,477	145%	1,022	1,677	164%	1,022	1,877	
Riviera	Elementary	PK-6	100%	777	692	90%	777	687	89%	777	677	88%	777	665	87%	777	655	86%	777	644	
Roseville	Elementary	K-6	100%	599	340	57%	599	350	59%	599	359	60%	599	331	56%	599	324	54%	599	322	
Sabal	Elementary	PK-6	100%	755	538	71%	755	533	71%	755	535	71%	755	507	67%	755	494	66%	755	486	
Saturn	Elementary	PK-6	100%	978	851	87%	978	877	90%	978	896	92%	978	933	96%	978	967	99%	978	1,000	
Sea Park	Elementary	PK-6	100%	461	321	70%	461	333	73%	461	351	76%	461	361	78%	461	335	73%	461	360	
Shenwood	Elementary	PK-6	100%	609	456	75%	609	442	73%	609	429	70%	609	437	72%	609	437	72%	609	437	
South Lake	Elementary	K-6	100%	481	311	65%	437	348	80%	437	348	80%	437	348	80%	437	348	80%	437	348	
Surfside	Elementary	PK-6	100%	913	620	68%	913	600	66%	913	589	64%	913	644	70%	913	683	75%	913	714	
Surfside	Elementary	K-6	100%	755	575	76%	755	582	77%	755	590	78%	755	515	68%	755	498	66%	755	617	
Surfside	Elementary	K-6	100%	641	460	72%	641	456	71%	641	440	69%	641	421	66%	641	420	66%	641	432	
Tropical	Elementary	K-6	100%	910	825	91%	910	821	90%	910	809	89%	910	829	91%	910	813	89%	910	832	
Turner	Elementary	PK-6	100%	674	562	83%	674	519	77%	674	514	76%	674	509	75%	674	502	74%	674	516	
University Park	Elementary	PK-6	100%	811	473	58%	811	489	60%	811	508	63%	811	572	70%	811	721	89%	811	703	
Westside	Elementary	K-6	100%	857	769	90%	857	724	84%	857	733	86%	857	737	87%	857	629	73%	857	662	
Williams	Elementary	PK-6	100%	715	552	77%	715	560	78%	715	560	78%	715	560	78%	715	521	73%	715	500	
Elementary Totals				41,810	35,169		41,854	37,732		42,096	39,777		42,338	39,493		42,580	39,208		42,822	39,392	



Middle School Concurrency Service Areas													
Central	Middle	7-8	90%	1,525	1,183	78%	1,525	1,195	78%	1,525	1,200	78%	1,525
DeLauria	Middle	7-8	90%	939	819	87%	939	826	88%	939	860	92%	939
Hoover	Middle	7-8	90%	659	506	77%	659	500	76%	659	512	78%	659
Jackson	Middle	7-8	90%	654	548	84%	654	548	84%	654	637	97%	654
Jefferson	Middle	7-8	90%	854	660	77%	854	652	77%	854	637	75%	854
Johnson	Middle	7-8	90%	1,000	736	74%	1,000	746	75%	1,000	797	80%	1,000
Kennedy	Middle	7-8	90%	813	611	75%	813	621	76%	813	628	77%	813
Madison	Middle	7-8	90%	743	492	66%	743	496	67%	743	465	63%	743
McNair	Middle	7-8	90%	611	480	79%	611	565	93%	611	628	103%	611
Southwest	Middle	7-8	90%	1,177	833	71%	1,177	835	71%	1,177	857	73%	1,177
Spain	Middle	7-8	90%	1,024	791	77%	1,024	824	80%	1,024	844	82%	1,024
<b>Middle Totals</b>				<b>9,999</b>	<b>7,889</b>		<b>9,999</b>	<b>7,823</b>		<b>10,019</b>	<b>8,310</b>		<b>10,039</b>
Junior / Senior High School Concurrency Service Areas													
Cocoa	Jr / Sr High	PK, 7-12	90%	1,782	1,577	88%	1,782	1,582	88%	1,782	1,570	88%	1,782
Cocoa Beach	Jr / Sr High	7-12	90%	1,466	1,013	69%	1,466	1,007	69%	1,466	975	67%	1,466
Space Coast	Jr / Sr High	7-12	90%	1,857	1,590	85%	1,857	1,590	85%	1,857	1,558	84%	1,857
<b>Jr / Sr High Totals</b>				<b>5,105</b>	<b>4,179</b>		<b>5,105</b>	<b>4,179</b>		<b>5,105</b>	<b>4,293</b>		<b>5,105</b>
Senior High School Concurrency Service Areas													
Astronaut	High	9-12	95%	1,446	1,076	74%	1,446	1,061	74%	1,446	1,301	90%	1,446
Brigade	High	9-12	95%	2,235	1,706	76%	2,235	1,660	74%	2,235	1,581	70%	2,235
East Gate	High	PK, 9-12	95%	2,232	1,676	75%	2,232	1,637	73%	2,232	1,580	70%	2,232
Heritage	High	9-12	95%	2,314	1,631	70%	2,314	1,607	70%	2,314	1,596	69%	2,314
McDoune	High	9-12	95%	2,355	2,113	90%	2,355	2,134	91%	2,355	2,144	91%	2,355
Merritt Island	High	PK, 9-12	95%	1,915	1,542	81%	1,915	1,555	81%	1,915	1,571	82%	1,915
Palm Bay	High	PK, 9-12	95%	2,613	1,543	59%	2,613	1,553	59%	2,613	1,705	65%	2,613
Roadside	High	9-12	95%	1,701	1,516	89%	1,701	1,520	89%	1,701	1,541	90%	1,701
Salafina	High	PK, 9-12	95%	1,516	1,328	88%	1,516	1,345	89%	1,516	1,371	91%	1,516
Titusville	High	9-12	95%	1,872	1,381	74%	1,872	1,343	72%	1,872	1,411	75%	1,872
Vero	High	PK, 9-12	95%	2,277	2,157	95%	2,277	2,195	96%	2,277	2,293	101%	2,277
<b>High Totals</b>				<b>22,477</b>	<b>17,859</b>		<b>22,477</b>	<b>17,900</b>		<b>22,447</b>	<b>19,243</b>		<b>22,927</b>
Schools of Choice (Not Concurrency Service Areas)													
Freedom 7	Elementary	K-5	100%	475	387	81%	475	414	87%	475	414	87%	475
Stevenson	Elementary	K-5	100%	509	506	99%	509	509	100%	509	509	100%	509
West Melbourne	Elementary	K-5	100%	618	553	90%	618	552	89%	618	552	89%	618
Edgewood	Jr / Sr High	7-12	90%	1,072	948	88%	1,072	950	88%	1,072	950	88%	1,072
West Shore	Jr / Sr High	7-12	90%	1,264	953	75%	1,264	956	76%	1,264	956	76%	1,264
<b>Schools of Choice</b>				<b>3,998</b>	<b>3,347</b>		<b>3,998</b>	<b>3,381</b>		<b>3,998</b>	<b>3,381</b>		<b>3,998</b>
<b>Brevard Totals</b>				<b>83,349</b>	<b>68,730</b>		<b>83,433</b>	<b>68,015</b>		<b>85,015</b>	<b>67,840</b>		<b>85,383</b>

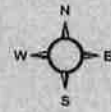
#### Notes

- FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2018-19 are reported from the FISH database as of October 10, 2018.
- Student Membership is reported from the Fall Final Membership Count (10/12/18).
- Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
  - Development Projections from Brevard County Local Government Jurisdictions
  - Brevard County School Concurrency Student Generation Multipliers (SGM)
  - Fall Membership student addresses and corresponding concurrency service areas
  - Student Mobility Rates / Cohort Survival Rates
  - Brevard County Birth rates by zip code
- Davis Demographics estimates are then adjusted using the following factors:
  - PK (Pre Kindergarten) and All (daycare for students with infants) enrollment number are assumed to be constant
  - Current From/To attendance patterns are assumed to remain constant
  - Nonresidential student addresses are assumed to continue in their attendance schools
  - Charter School Growth
- In order to maintain utilization rates lower than the 100% level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
- Relocatable Classrooms are assumed to add future student stations as listed below:
  - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
  - Intermediate relocatable classrooms are proposed to be added at Apollo Elementary, Challenger 7 Elementary, Cocoa Elementary, Imperial Estates Elementary, Pinewood Elementary, Quail Elementary, Saturn Elementary, Sunrise Elementary, DeLauria Middle School, Jackson Middle School and Kennedy Middle (Total of 42 Classrooms)
  - High school relocatable classrooms are proposed to be added at Vero High (Total of 8 Classrooms)
- Redistricting was approved for the 2019-20 school year and the projected enrollment for 2019-20 is adjusted for those areas. Future redistricting is planned for a new central area elementary school in 2020-21.
  - A 12 classroom addition at Cocoa Jr/Sr High School is assumed to add 300 student stations starting in 2019-20.
  - A new central area elementary is assumed to add 970 student stations starting in 2020-21. Student enrollment projections were adjusted for the 2020-21 school year.



# Watermark P.U.D. Location Map

Brevard  
Public  
Schools



Watermark  
P.U.D.  
368 Units

Indian  
River

Schools Affected by Development:  
Fairglen Elementary School  
Cocoa Jr./Sr. High School

Fairglen  
Elementary  
School

Drawn By:  
Blake Stinson  
12/05/2019  
Facility Services

1,500 750 0 1,500 Feet



7/16/2019

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
WATERMARK INVESTORS, LLC

### Filing Information

<b>Document Number</b>	L17000192436
<b>FEI/EIN Number</b>	N/A
<b>Date Filed</b>	09/15/2017
<b>Effective Date</b>	09/15/2017
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDED AND RESTATED
<b>ARTICLES</b>	
<b>Event Date Filed</b>	12/19/2017
<b>Event Effective Date</b>	NONE

### Principal Address

210 SOUTH HOAGLAND BOULEVARD  
KISSIMMEE, FL 34741

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=WATERMARKINVESTORS L170001924360&aggregateId=fla-H170

1/3



7/18/2019

Detail by Entity Name

Changed: 12/19/2017

Mailing Address

210 SOUTH HOAGLAND BOULEVARD  
KISSIMMEE, FL 34741

Changed: 04/27/2018

Registered Agent Name & Address

DAVIS, JAMES B, JR  
210 SOUTH HOAGLAND BOULEVARD  
KISSIMMEE, FL 34741

Name Changed: 12/19/2017

Authorized Person(s) Detail

**Name & Address**

Title MGR

HARRIS, CRAIG C  
210 SOUTH HOAGLAND BOULEVARD  
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2018	04/27/2018
2019	02/01/2019

Document Images

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=WATERMARKINVESTORS L170001924380&aggregateId=fla4170... 2/3



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**AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
WATERMARK INVESTORS, LLC**

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THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "*Agreement*") of Watermark Investors, LLC, a Florida limited liability company ("*Company*"), is made and entered into effective as of [ ] (the "*Restatement Effective Date*"), by JTD Land, LLC, a Florida limited liability company, (the "*Sole Member*" and together with any other person or entity subsequently admitted as a member of the Company in accordance with the provisions hereof, the "*Members*," and any and each of them, a "*Member*").

*Explanatory Statements:*

A. Condev Land, LLC (the "*Initial Member*") caused the Company to be formed as a Florida limited liability company pursuant to the filing of Articles of Organization (as amended from time to time, the "*Articles*") with the Department of State of the State of Florida (the "*Department of State*") on September 15, 2017, in accordance with the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes (as amended from time to time, the "*LLC Act*").

B. The Sole Member has acquired 100% of the Units (defined below) and all rights, title and interest in and to the Company previously owned by the Initial Member.

C. The Sole Member now desires to enter into this Agreement to (i) reflect the admission of the Sole Member as the sole member of the Company and the issuance of all of the Units (as such term is defined below) in the Company to the Sole Member, and (ii) establish the manner in which the business and affairs of the Company will be managed.

NOW, THEREFORE, the Sole Member hereby agrees that the Operating Agreement of the Company shall be as follows:

**ARTICLE I**

**FORMATION; NAME; PRINCIPAL OFFICE; PURPOSE; TERM**

**Section 1.1 Articles of Organization.**

A. The Company was formed as a Florida limited liability company in accordance with the LLC Act upon the filing of the Articles.

B. The Articles and all actions by the Sole Member and Manager in connection with the filing of the Articles and the formation of the Company are hereby ratified and approved in all respects by the Sole Member and Manager.



C. The Manager shall take all necessary action to maintain the Company in good standing as a limited liability company under the LLC Act, including, without limitation, the filing of any Articles of Correction, Articles of Amendment and such other applications and certificates as may be desirable to protect the limited liability of the Members and to cause the Company to comply with the applicable laws of any jurisdiction in which the Company now or hereafter owns property or does business.

#### **Section 1.2 Purpose.**

The purposes for which the Company is formed shall consist of the following: To engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies organized under the LLC Act.

#### **Section 1.3 Term.**

The Company shall have perpetual existence beginning on the date the Articles were filed with, and acknowledged by, the Department of State; *provided, however*, that the Company may be dissolved in accordance with Section 6.1 of this Agreement. The existence of the Company as a separate legal entity shall continue until cancellation of the Articles in accordance with the LLC Act.

#### **Section 1.4 Registered Office; Registered Agent and Principal Office.**

The address of the registered office of the Company in the State of Florida and the name of the registered agent of the Company at such address are as set forth in the Articles. The mailing address of the Company is Post Office Box 422087, Kissimmee, Florida 34742 and the street address of the principal office of the Company is 210 South Hoagland Boulevard, Kissimmee, Florida 34741. The Sole Member may relocate the principal office of the Company from time to time as the Sole Member, in the exercise of its discretion, deems appropriate.

#### **Section 1.5 Tax Characterization.**

At all times during which the Company has only one member (as determined under federal income tax principles), the Company shall, solely for federal and state income tax purposes, be disregarded as a separate entity such that all the assets and liabilities of the Company shall be treated as the assets and liabilities of such sole Member. At all times during which the Company has two or more Members, the Company shall, for federal and state income tax purposes, be classified as a partnership rather than as an association taxable as a corporation.

#### **Section 1.6 Title to Company Property.**

Title to all property owned by the Company shall be held by the Company in the Company name and the Members shall not have any ownership interest in any Company property in its individual name or right.

#### **Section 1.7 Name.**

The name of the Company shall initially be as set forth in the Articles; provided, however, that the Manager may from time to time change the name of the Company by filing Articles of Amendment to the Articles.



## ARTICLE II

### SOLE MEMBER; INTERESTS IN THE COMPANY; CAPITAL CONTRIBUTIONS

#### Section 2.1 Sole Member.

A. The ownership interest of each Member in the Company shall be represented by units of limited liability company membership interest ("*Units*"). The Company may issue that number of Units that the Sole Member desires to cause the Company to issue from time to time. The Company was previously authorized to issue to the Initial Member, and the Company did issue to the Initial Member, an aggregate of One Thousand (1,000) Units. The Sole Member is the current owner of said One Thousand (1,000) Units.

B. The name, current address, number of Units, and capital contributions of the Members are as set forth on Exhibit A, attached hereto, as Exhibit A may be amended from time to time. Upon execution of this Agreement, the Sole Member shall be admitted to the Company as a member, and the Sole Member shall own the number of Units set forth opposite its name on Exhibit A. As of the Restatement Effective Date, the Sole Member owns and holds one hundred percent (100%) of the issued and outstanding Units in the Company.

C. The Sole Member may cause the Company to admit one or more additional members to the Company upon such terms and conditions as may be determined by the Sole Member in the exercise of its discretion, *provided that* no such additional members shall be admitted as members of the Company unless and until the execution and delivery by such additional members and the Sole Member of a written amendment to this Agreement providing for (i) admission to membership of the Company as a Member, (ii) modification to Exhibit A as prepared by the Manager to reflect the capital contributions made by the newly admitted Member, the number of Units issued to such newly admitted Member, and the effective date of all of the foregoing, (iii) such modifications to Article III as may be agreed by the Manager and the Sole Member or as otherwise required under the Code and the Regulations, (iv) such other modifications to any of the other terms of this Agreement as the Manager and the Sole Member may agree, and (v) the joinder of such additional Member to this Agreement, as modified. Except as provided in the immediately preceding sentence, no additional Members shall be admitted to the Company.

#### Section 2.2 Capital Contributions.

A. As of the Restatement Effective Date, the Sole Member is deemed to have contributed cash, property or services (the "*Initial Capital Contribution*") to the capital of the Company in the amount set forth opposite its name on Exhibit A, attached hereto.

B. Except for the Initial Capital Contribution, the Sole Member shall not be required to make any capital contributions to the Company. Notwithstanding any provision of this Agreement, the Sole Member shall not have any obligation to contribute additional capital to the Company to restore a deficit balance in its Capital Account (as such term is defined in Section 2.3, below).

C. No Member shall be entitled to demand the return of the Member's Capital Account or capital contributions at any particular time, except upon dissolution of the Company and then only to the extent of the remaining Company assets.



### **Section 2.3 Capital Accounts.**

A. A capital account (the "**Capital Account**") shall be maintained for the Members. The Capital Account of each Member shall be increased by:

- (i) The amount of cash contributed by such Member to the capital of the Company,
- (ii) The agreed fair market value of any property contributed by the such Member to the capital of the Company (net of any liabilities assumed by the Company and liabilities to which such property is subject), and
- (iii) The amount of all profits (and any item thereof) allocated to such Member pursuant to the terms of this Agreement.

The Capital Account of each Member shall be decreased by:

- (i) The amount of all cash distributions to such Member pursuant to this Agreement,
- (ii) The agreed fair market value of all property distributed to such Member pursuant to the terms of this Agreement (net of any liabilities assumed by such Member and any liabilities to which such property is subject), and
- (iii) The amount of all losses (and any item thereof) allocated to such Member pursuant to the terms of this Agreement.

B. The Capital Accounts shall be determined, maintained and adjusted in accordance with the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of any successor laws) (the "**Code**"), and the Income Tax Regulations promulgated thereunder (the "**Regulations**"), including but not limited to the capital account maintenance rules contained in Regulations §1.704-1(b)(2)(iv).

### **Section 2.4 Liability of the Members.**

Except to the extent otherwise required by the LLC Act, no Member shall be liable for the debts or any other obligations or liabilities of the Company whether arising in contract, tort or otherwise solely by reason of being a member of the Company. Except to the extent expressly set forth otherwise in this Agreement, no Member shall be required to lend funds to the Company, or to make any other contributions, assessments or payments to the Company.

### **Section 2.5 Establishment of Reserves.**

The Manager may cause the Company to establish, fund and maintain working capital and contingency reserves determined by the Manager to be necessary or advisable for the prudent operation of the business of the Company, including, without limitation, reserves for working capital, taxes, insurance, management and other Company expenses.



## ARTICLE III

### ALLOCATIONS OF PROFITS AND LOSSES AND DISTRIBUTIONS

#### Section 3.1 Distributions Prior to Dissolution.

A. Prior to the dissolution of the Company pursuant to the terms of this Agreement and the LLC Act, cash that the Manager determines is not needed by the Company for the operation of the business of the Company or the establishment of reserves may be distributed to the Sole Member at such times and in such amounts as shall be determined by the Manager in the exercise of its sole and absolute discretion.

B. Notwithstanding any other provision of this Agreement to the contrary, neither the Company nor the Manager shall be authorized to make or cause a distribution to any Member on account of its Units to the extent that such distribution would violate the LLC Act or otherwise applicable law.

#### Section 3.2 Allocation of Profits and Losses.

Except as may be otherwise required under the Code and the Regulations, all profits and losses of the Company shall be allocated to the Sole Member.

#### Section 3.3 Allocation of Taxable Income and Taxable Loss.

Except as may be otherwise required under the Code and the Regulations, all items of taxable income, gain, loss, deduction, preference or recapture entering into the computation of profits or losses of the Company shall be allocated to the Sole Member.

#### Section 3.4 Distributions Upon Dissolution of the Company.

Upon the dissolution of the Company, the assets remaining after satisfaction (whether by payment or by reasonable provision for payment of) of liabilities to creditors, including but not limited to the Sole Member if it is then a creditor, to the extent otherwise permitted by law, shall be distributed to the Sole Member.

## ARTICLE IV

### MANAGEMENT OF BUSINESS AND AFFAIRS OF THE COMPANY

#### Section 4.1 Management of Business and Affairs of the Company.

A. The Company shall initially constitute a "manager-managed limited liability company" as that term is defined in the LLC Act. The Sole Member hereby removes Condev Development, LLC or any other person previously appointed to act as manager of the Company and designates **CRAIG C. HARRIS** as the sole "manager" of the Company within the meaning of the LLC Act (the "**Manager**"). The Manager may at any time resign by submitting a written resignation to the Company and the Sole Member. Upon any such resignation, the Sole Member shall elect a successor Manager. A Manager may not be removed from his position as Manager except for Cause or upon removal by the Members as provided under the LLC Act. "**Cause**" means fraud, willful misconduct, commission of a crime in connection with its position as Manager, or intentional breach of any material provision of this Agreement. Whether Cause



exists shall be determined solely by the Sole Member in the exercise of its discretion.

B. Except to the extent that any matter expressly requires the approval, consent, or other action of any Member under this Operating Agreement or the LLC Act, the Manager shall have the sole and exclusive right to manage and control the business of the Company and is hereby authorized to take any action of any kind, and to do anything and everything, in furtherance of the purposes of the Company, in accordance with the provisions of this Agreement and the LLC Act, without the requirement of any consent or approval by any other person, including but not limited to the following:

- (i) To accept the Initial Capital Contribution of the Sole Member and to issue the corresponding Units to the Sole Member in accordance with this Agreement;
- (ii) To cause the Company to acquire real property and to manage, operate, lease, control, sell, exchange, dispose and otherwise deal in, and with respect to, such property;
- (iii) To cause the Company to enter into or assume any loan or financing, specifically in connection with the acquisition of property by the Company;
- (iv) To determine when and if to distribute the net cash flow of the Company;
- (v) To employ, engage or contract with or dismiss from employment or engagement, persons to the extent deemed necessary by the Manager for the operation and management of the Company; and
- (vi) To enter into, make, amend, perform and carry out or cancel and rescind, contracts and other obligations, including without limitation, guarantees and indemnity agreements for any purpose pertaining to the business of the Company; and to loan money to, borrow money from and engage in transactions with, affiliates of the Company or any other person.

The Manager and the Officers (subject to the terms of Section 4.2) shall have the sole and exclusive power and authority to bind the Company and to execute for and on behalf of the Company any and all documents and instruments which may be necessary or appropriate, in the opinion of the Manager, in connection with the affairs of the Company.

C. The Manager may receive such compensation for its services as Manager as the Sole Member may from time to time determine. The Manager shall be fully and entirely reimbursed by the Company for any and all reasonable out-of-pocket expenses incurred by the Manager in managing and supervising the Company's business and operations.

#### **Section 4.2 Officers.**

A. The Manager may, but need not, appoint officers of the Company ("**Officers**") for the purpose of delegating to such Officers the authority to act for and bind the Company as the Manager may, from time to time and in the exercise of its discretion, determine in writing. Any Officer shall have, consistent with the delegation of authority to such Officer and the provisions of this Agreement, the powers and authority granted to the Manager hereunder and shall be



subject to all of the restrictions and limitations on the authority of the Manager hereunder.

B. Election or appointment of an Officer, employee or agent shall not of itself create contract rights. All Officers shall be appointed to hold their offices, respectively, during the pleasure of the Manager. The Manager may remove any Officer at any time, with or without cause, for any reason or no reason at all. The Manager may fill a vacancy which occurs in any office for the unexpired portion of the term of such office.

C. Except to the extent otherwise set forth in a writing signed by the Manager, no Officer shall have the right to receive any salaries, compensation or other remuneration of any kind for his or her services as an Officer of the Company.

#### **Section 4.3 Other Businesses of Members and Manager; Affiliate Agreements.**

Notwithstanding any duty otherwise existing at law or in equity, each Member, the Manager and any affiliate of either of the foregoing may engage in or possess an interest in other business ventures or the income or profits derived therefrom, and such activities shall not be construed as a breach of any duty of loyalty or other duty to any other person or to the Company provided that such activities are not deemed to violate the duties required under Section 605.04091 of the LLC Act. The Manager may cause the Company to enter into such other agreements with affiliates of the Company, the Manager, and/or any Member as it may deem necessary or appropriate in furtherance of the Company's business, provided that such activities are not deemed to violate the duties required under Section 605.04091 and Section 605.04092 of the LLC Act.

#### **Section 4.4 Indemnification.**

A. Effective only with respect to matters arising as of or following the Restatement Effective Date, the Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless a Covered Person (as such term is defined below) from and against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of or alleged to arise out of any demands, claims, suits, actions or proceedings against a Covered Person, by reason of any act or omission performed by it (including its employees and agents) while acting in good faith on behalf of the Company and within the scope of the authority of a Covered Person pursuant to this Agreement, and any amount expended in any settlement of any such claim of liability, loss or damage; *provided, however*, that (i) a Covered Person must have in good faith believed that such action was in the best interests of the Company, and such course of action or inaction must not have constituted gross negligence, fraud, willful misconduct, malfeasance, breach of any representation, warranty, covenant or agreement set forth in this Agreement that extends beyond any applicable notice and cure period, or breach of a fiduciary duty; and (ii) any such indemnification shall be recoverable solely from the assets of the Company, and not from the assets of any Member. Notwithstanding any other provision of this Agreement to the contrary, no Member shall be personally liable for any indemnification of a Covered Person pursuant to this Section 4.4.

B. Notwithstanding anything contained in this Section 4.4 to the contrary, a Covered Person shall not be indemnified or held harmless from any liability, loss, damage, cost or expense incurred by it in connection with (i) any fines or penalties imposed by law; (ii) any claim or settlement involving the allegation that federal or state securities laws were violated by a Covered Person or the Company; (iii) any claim involving any category of claims listed in Section 4.4.A(i), unless (a) a Covered Person is successful in defending such action on the merits;



(b) such claims have been dismissed in favor of a Covered Person with prejudice on the merits by a court of competent jurisdiction; (c) a court of competent jurisdiction approves a settlement and determines that a Covered Person is entitled to indemnification; or (d) a claim for which indemnification is prohibited under Section 605.0408 of the LLC Act; or (iv) matters arising prior to the Restatement Effective Date.

C. The provision of advances from the Company to a Covered Person for reasonable legal expenses and other costs as a result of a legal action pursuant to Section 4.4.D is permissible only if each of the following three conditions is satisfied: (i) the legal action relates to the performance of the duties or services by a Covered Person on behalf of the Company; (ii) the legal action is initiated by a third party who is not a Member or affiliate of a Member; and (iii) a Covered Person covenants in advance to repay the advance of funds to the Company in accordance with Section 4.4.D in the event that it is determined that a Covered Person is not entitled to indemnification hereunder.

D. A Covered Person, when entitled to indemnification pursuant to this Section 4.4, shall be entitled to receive, upon application therefor, reasonable advances to cover the costs of defending any proceedings against it; *provided, however*, that a Covered Person agrees that if it receives such advances, it shall repay such advances to the Company, together with interest thereon, at an annual rate equal to two percentage points above the prime rate of interest published by *The Wall Street Journal* then in effect, adjusted quarterly, computed on a daily basis, from the date made until repaid in full, if a Covered Person is determined not to be entitled to indemnification under this Section 4.4. All rights of a Covered Person to indemnification shall survive the dissolution of the Company and the insolvency, bankruptcy or withdrawal of a Covered Person.

E. The indemnification rights contained in this Section 4.4 shall be limited to out-of-pocket loss or expense. Nothing contained herein shall constitute a waiver by any Member or its affiliates of any right which they may have against any other party under federal or state law. The indemnification authorized by this Section 4.4 shall include, but not be limited to, the costs and expenses (including reasonable attorneys' fees) of the removal of any liens affecting any property of the indemnitee as a result of such legal action.

F. For purposes of this Section 4.4, the term "**Covered Person**" means (i) the Manager (or manager, as applicable) appointed under this Agreement or hereafter; (ii) any Person who is admitted as a Member under this Agreement or hereafter; (iii) any officers, directors, shareholders, partners, members, employees, trustees, representatives or agents of the Company or any Person who is admitted as a Member under this Agreement or hereafter; and (iv) any successors, assigns, heirs and representatives of the persons described in the preceding clauses (i) through (iii).

#### **Section 4.5 Exculpation.**

A. To the fullest extent permitted by law, no Covered Person shall be liable to the Company or the Members for any loss or liability arising by reason of any act or omission performed by such Covered Person (including its employees and agents) while acting in good faith on behalf of the Company and within the scope of the authority of a Covered Person pursuant to this Agreement; provided, however, that a Covered Person must have in good faith believed that such action was in the best interests of the Company, and such course of action or inaction must not have constituted gross negligence, fraud, willful misconduct, malfeasance, breach of any representation, warranty, covenant or agreement set forth in this Agreement that



extends beyond any applicable notice and cure period, or breach of a fiduciary duty.

B. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.

## ARTICLE V

### TRANSFERS AND WITHDRAWALS

#### Section 5.1 Transfers.

A. No Member of the Company shall (i) endorse, sell, give, pledge, encumber, assign, transfer or otherwise dispose of, voluntarily or involuntarily or by operation of law (a "*Transfer*") all or any part of its Units without the prior written consent of the Manager; or (ii) voluntarily withdraw or retire from the Company as a member without the prior written consent of the Manager.

B. To the fullest extent permitted by law, any attempted Transfer or withdrawal in contravention of this Agreement shall be void and shall not bind or be recognized by the Company.

C. A permitted transferee of all or any part of a Member's Units shall be admitted to the Company as a member of the Company only (i) upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, and (ii) the counter-execution of such instrument by all of the then-existing members. If a Member transfers all of its Units in accordance with this Section 5.1, the admission of the transferee member shall be deemed effective immediately prior to the Transfer and, immediately following such admission, such Member shall cease to be a member of the Company.

#### Section 5.2 Effect of Bankruptcy, Dissolution or Termination of a Member.

To the fullest extent permitted by law, the bankruptcy, dissolution, liquidation or termination of a Member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon the bankruptcy, dissolution, liquidation or termination of a Member, such Member shall cease to be a member of the Company and the trustee, personal representative or other successor in interest to such Member shall have all the rights of an assignee of such Member for the purpose of settling or managing the Member's estate or property (but shall not be admitted as a member of the Company except under the circumstances set forth in Section 6.1(ii)).

## ARTICLE VI

### DISSOLUTION OF THE COMPANY

#### Section 6.1 Dissolution.

The Company shall be dissolved, and its affairs wound up in accordance with the LLC Act and this Agreement, upon the first to occur of the following events or occurrences:



- (i) The written election by the Sole Member and the Manager to dissolve, wind-up and terminate the Company; or
- (ii) the occurrence of one of the events described at Section 605.0701 of the LLC Act.

Upon the occurrence of any event causing the dissolution of the Company, the Manager shall deliver Articles of Dissolution to the Department of State in accordance with the LLC Act.

#### **Section 6.2 Liquidation and Termination.**

A. Upon the dissolution of the Company, the Manager and the Officers shall cause the Company to liquidate by converting the assets of the Company to cash or its equivalent and arranging for the affairs of the Company to be wound up with reasonable speed but with a view towards obtaining fair value for Company assets. The assets of the Company shall thereafter be distributed or paid, as applicable, as provided in Section 605.0710 of the LLC Act.

B. The Company shall terminate when (i) all of the assets of the Company remaining after payment of, or provision for payment of, all debts, liabilities and obligations of the Company, shall have been distributed in the manner provided by this Agreement; and (ii) the Articles shall have been cancelled in the manner required by the LLC Act.

### **ARTICLE VII**

#### **BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS; BANKING ARRANGEMENTS**

##### **Section 7.1 Books, Records and Reports.**

A. The Company shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of the Members and the Manager. The books and records of the Company may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. The original or a certified copy of this Agreement shall be maintained at the principal office of the Company. The books and records of the Company shall be available for examination by any Members or its duly authorized representatives, for any proper purpose; *provided, however*, that such examination shall take place only during regular business hours upon reasonable prior notice so as not to disturb the business of the Company.

B. The Company shall prepare and furnish, or cause to be prepared or furnished, to the Members within ninety (90) days of the end of each fiscal year (i) a balance sheet and report of the receipts, disbursements, profits or losses of the Company; and the Members' share of such items for the fiscal year; and (ii) information sufficient for each Member to report its share of the profits and losses of the Company for income tax purposes. The cost of such financial and tax reports shall be an expense of the Company.



**Section 7.2 Bank Accounts, Checks and Drafts.**

The bank accounts of the Company shall be maintained in accounts in the name of, and under the tax identification number for, the Company (or its Sole Member, as applicable) in such banking institutions as the Manager shall determine. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Company shall be signed by the Manager or by such Officers, if any, as may be authorized by the Manager from time to time (either specifically or by general resolution).

**Section 7.3 Fiscal Year; Methods of Accounting.**

The fiscal year of the Company shall be the twelve (12) month period ending on December 31st of each year, unless otherwise determined by the Manager. The method of accounting to be used in keeping the books of the Company shall be determined by the Manager in accordance with applicable law.

**ARTICLE VIII**

**MISCELLANEOUS PROVISIONS**

**Section 8.1 No Third Party Beneficiaries.**

Notwithstanding any other provision of this Agreement to the contrary, the provisions of this Agreement shall not confer upon any creditor or other third party having dealings with the Company or any Member any right, claim or other benefit, including but not limited to any right to require any Member or any other person to make a Capital Contribution to the Company or otherwise.

**Section 8.2 Ownership and Waiver of Partition and Valuation.**

Each Member, on behalf of itself and its successors, representatives, heirs and assigns, hereby waives and releases each and all of the following rights that it has or may have, if any, by virtue of holding Units, except to the extent specifically set forth otherwise herein: (i) any right of partition or any right to take any other action that otherwise might be available to such Member for the purpose of severing its relationship with the Company or such Member's interest in the assets held by the Company from the interest of the other Members; (ii) any right to valuation and payment with respect to such Member's Units or any portion thereof; and (iii) appraisal or analogous rights that may be afforded to the Members under the LLC Act.

**Section 8.3 Waiver of Right to Judicial Dissolution.**

Each Member agrees that irreparable damage would be done to the goodwill and reputation of the Company if any Member were to bring an action in court to dissolve the Company. Accordingly, to the maximum extent permissible under applicable law, each party to this Agreement hereby waives and renounces its right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company.

**Section 8.4 Severability of Provisions.**

Each provision of this Agreement shall be considered separable and, if for any reason, any provision or provisions are determined by a court of competent jurisdiction to be invalid or



contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement. In the event of such invalidity, the provision or provisions determined to be invalid shall be deemed to be replaced with a provision(s) that is valid and enforceable and as closely as possible mirrors the intent reflected in the original language employed in such provision(s).

#### **Section 8.5 Rules of Construction.**

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

- (i) References to the singular include the plural, and references to the plural include the singular.
- (ii) Words of the masculine gender include correlative words of the feminine and neuter genders.
- (iii) The headings or captions used in this Agreement are for convenience of reference only, and shall not constitute a part of this Agreement, nor affect its meaning, construction or effect.
- (iv) References to a "person" or "Person" include any individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof.
- (v) Any reference in this Agreement to a particular "Article," "Section," or other subsection or subdivision shall be to such Article, Section or other subsection or subdivision of this Agreement, unless the context shall otherwise require.
- (vi) Any use of the word "including" in this Agreement shall not be construed as limiting the phrase so modified to the particular items or actions enumerated.
- (vii) When any reference is made in this document or any of the schedules or exhibits attached to this Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.
- (viii) Any use of the word "herein" in this Agreement shall be construed to refer to this Agreement in its entirety, and not to any particular Article, Section, subsection, part, or provision.

#### **Section 8.6 Notices.**

All notices and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given on the date of delivery if personally delivered to the recipient thereof, five (5) days after mailing if mailed first class, postage prepaid, or one (1) day after mailing if sent by nationally recognized overnight courier, to the Manager,



Member, or the Company at the addresses shown on the records of the Company, or to such other address as may be designated in writing from time to time by such party.

**Section 8.7 Entire Agreement; Amendments.**

This Agreement constitutes the entire agreement with respect to the subject matter hereof and amends and restates in the entirety any prior-dated operating agreement of the Company entered into the by Initial Member or otherwise. This Agreement and the Articles may be modified or amended only pursuant to a written amendment approved by the Sole Member and the Manager.

**Section 8.8 Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles.

**Section 8.9 Legal Representation.**

Each of the Members and Manager acknowledges and agrees that the Sole Member's legal counsel, Akerman LLP, has prepared this Agreement on behalf of and in the course of its representation of the Sole Member, and that:

(1) Akerman LLP may hereafter represent the Sole Member in ongoing and future matters, and Akerman LLP may hereafter represent the Company, any other Member or any affiliate of any Member in connection with unrelated matters;

(2) Each Member and Manager, on behalf of itself or himself, as the case may be, and the Company, has waived any conflict of interest that exists or may exist as a result of such representation; and

(3) Each other Member and the Manager has been advised by Akerman LLP to consult with independent legal counsel before entering into this Agreement.


[signatures appear on the following page]



IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Operating Agreement of Watermark Investors, LLC to be executed as of the day and year first above written.

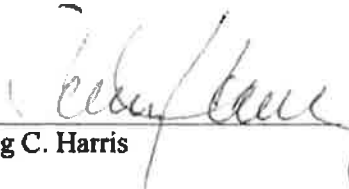
**SOLE MEMBER:**

JTD LAND COMPANY, LLC

By:   
James B. Davis, Jr., its Manager

The undersigned Manager hereby joins in the execution of this Amended and Restated Operating Agreement of Watermark Investors, LLC for purposes of agreeing to act as Manager in accordance with this Agreement and the LLC Act.

**MANAGER:**

  
Craig C. Harris



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**AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
WATERMARK INVESTORS, LLC**

Name, Address, Units, and Capital Contribution of Sole Member

Exhibit A

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<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
JTD LAND COMPANY, LLC 210 South Hoagland Boulevard Kissimmee, Florida 34741	\$( <input type="text"/> )	1,000





# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

## PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

**Account** 2317197  
**Owners** Watermark Investors LLC  
**Mailing Address** 210 Hangar Rd Kissimmee FL 34741  
**Site Address** 5082 Persimmon Ln Cocoa FL 32927  
5083 Persimmon Ln Cocoa FL 32927  
**Parcel ID** 23-36-30-00-251  
**Property Use** 0818 - Two OR Three Mobile Homes (Not A Park)  
**Exemptions** None  
**Taxing District** 1900 - Unincorp District 1  
**Total Acres** 108.63  
**Subdivision** --  
**Site Code** 0300 - U S 1  
**Plat Book/Page** 0000/0000  
  
**Land Description** S 100 Ft Of N 331.2 Ft Of SE 1/4 Of NW 1/4, Sw 1/4 Of NW 1/4, W 1/2 Of SW 1/4 And Pt Of SE 1/4 Of SW 1/4 & Pt Of SW 1/4 Of SW 1/4 As Desc IN Db 221 Pg 252 Exc S 1/4 Of E 280 Ft Of SW 1/4 Of NW 1/4; N 2327.69 Ft Of E 280 Ft Of W 1/2 Of SW 1/4, W 600 Of S 800 Ft Of W 1/2 Of SW 1/4, Orb 3268 Pg 1150 & Rd R/W Pars 259, 501, 506



## VALUE SUMMARY

Category	2020	2019	2018
Market Value	\$191,260	\$191,020	\$190,850
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$191,260	\$191,020	\$190,850
Assessed Value School	\$191,260	\$191,020	\$190,850
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$191,260	\$191,020	\$190,850
Taxable Value School	\$191,260	\$191,020	\$190,850

## SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
10/30/2017	\$1,600,000	WD	Vacant	8016/2134
04/29/2014	--	CT	Improved	7114/1557
08/17/2007	\$1,500,000	WD	Improved	5805/8189
03/01/1993	--	PT	Improved	3276/0608
07/28/1987	\$2,800	WD	--	2825/2688
07/01/1987	--	PT	Improved	3606/0800

## BUILDINGS

### PROPERTY DATA CARD #1

**Building Use:** 0264 - Manufactured Home Not Suitable For Occupancy

Materials	Details	
Exterior Wall:	Vinyl/Aluminum	Year Built 1973
Frame:	Wood Frame	Story Height 8
Roof:	Sheet Metal	Floors 1
Roof Structure:	Hip/Gable	Residential Units 1





# Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

## PROPERTY DETAILS

Account 2317198  
Owners Watermark Investors LLC  
Mailing Address 210 Hangar Rd Kissimmee FL 34741  
Site Address Not Assigned  
Parcel ID 23-36-30-00-252  
Property Use 0009 - Vacant Residential Land (Single Family, Unplatted)  
Exemptions None  
Taxing District 1900 - Unincorp District 1  
Total Acres 2.50  
Subdivision --  
Site Code 0300 - U S 1  
Plat Book/Page 0000/0000  
Land Description N 1/4 Of S 1/2 Of N 1/2 Of SE 1/4 Of NW 1/4 Ex Hwy R/W

## VALUE SUMMARY

Category	2020	2019	2018
Market Value	\$9,380	\$9,380	\$6,250
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$7,550	\$6,870	\$6,250
Assessed Value School	\$9,380	\$9,380	\$6,250
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$7,550	\$6,870	\$6,250
Taxable Value School	\$9,380	\$9,380	\$6,250

## SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
10/30/2017	\$1,600,000	WD	Vacant	8016/2134
10/24/2016	--	SD	Improved	7750/1553
07/22/2005	--	WD	Vacant	5505/8026
02/06/2002	--	WD	Vacant	4531/2103
01/01/1953	--	QC	--	0369/0557

No Data Found





# Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

## PROPERTY DETAILS

Account 3017165  
Owners Watermark Investors LLC  
Mailing Address 210 Hangar Rd Kissimmee FL 34741  
Site Address Not Assigned  
Parcel ID 23-36-30-00-510  
Property Use 1000 - Vacant Commercial Land  
Exemptions None  
Taxing District 1900 - Unincorp District 1  
Total Acres 20.00  
Subdivision --  
Site Code 0300 - U S 1  
Plat Book/Page --  
Land Description S 579.40 Ft Of N 814.06 Ft Of NE 1/4 Of SW 1/4 Also  
Incl E 280 Ft Of S 579.40 Ft Of N 814.06 Ft Of NW 1/4  
Of SW 1/4 All Lying W Of US Hwy 1, Par 505

## VALUE SUMMARY

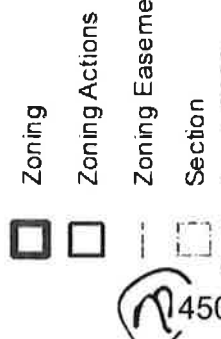
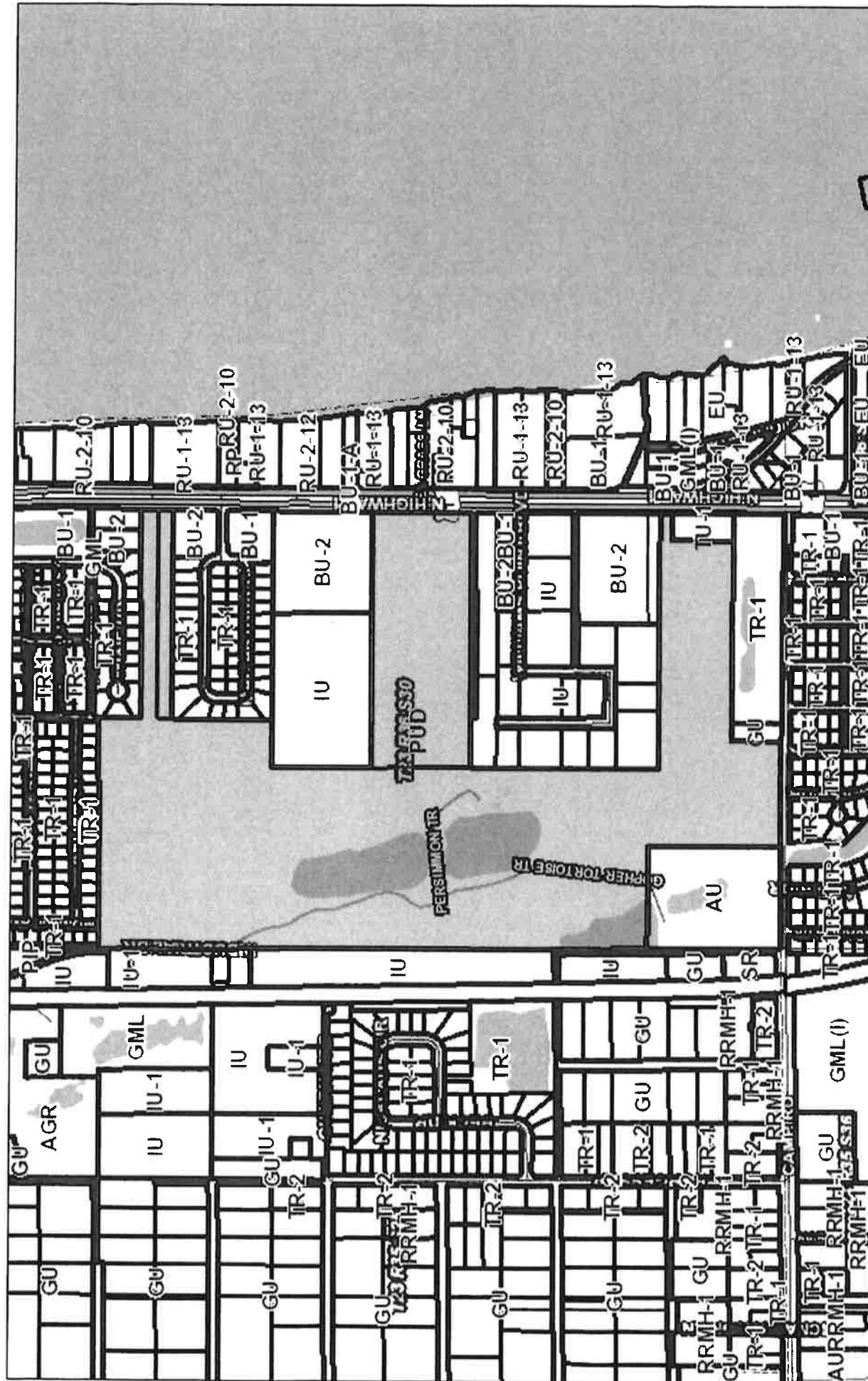
Category	2020	2019	2018
Market Value	\$283,680	\$283,680	\$283,680
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$283,680	\$283,680	\$283,680
Assessed Value School	\$283,680	\$283,680	\$283,680
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$283,680	\$283,680	\$283,680
Taxable Value School	\$283,680	\$283,680	\$283,680

## SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
10/27/2017	\$325,000	WD	Improved	8017/1580

No Data Found







## **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.





BOARD OF COUNTY COMMISSIONERS

**Planning and Development Department**

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940  
(321)633-2070 Phone / (321)633-2074 Fax  
<https://www.brevardfl.gov/PlanningDev>

**STAFF COMMENTS**  
**20Z00032**  
**WATERMARK INVESTORS, LLC**

**PUD substantial change for third access with two additional waivers to reduce the active open space acreage requirement and partial waiver of the subdivision code's 15-foot perimeter landscape/buffer tract requirement with the previously approved waivers to lot width and lot area**

Tax Account Number: 2317197; 2317198; 3017165  
Parcel I.D.: West side of U.S. Hwy 1, approx. 0.22 mile south of Broadway Boulevard (District 1)  
Acreage: 129 +/- acres  
Planning and Zoning Board: 11/09/2020  
Board of County Commissioners: 12/03/2020

**Consistency with Land Use Regulations**

- Current zoning can be considered under the Future Land Use Designation, Section 62-1255.
- The proposal can be considered under the Future Land Use Designation, Section 62-1255.
- The proposal would maintain acceptable Levels of Service (LOS) (XIII 1.6.C)

	<b>CURRENT</b>	<b>PROPOSED</b>
<b>Zoning</b>	PUD	PUD
<b>Potential*</b>	417 SF lots	363 SF lots
<b>Can be Considered under the Future Land Use Map</b>	YES Residential 4, Neighborhood Commercial and Residential 8 Directive	YES Residential 4, Neighborhood Commercial and Residential 8 Directive

\* Zoning potential for concurrency analysis purposes only, subject to applicable land development regulations.

**Background and Purpose of Request**

The applicant is requesting a change to their Preliminary Development Plan (PDP). Their intent is to amend the current PUD (Planned Unit Development) to allow for a third access connection located at the southern end of Monroe Avenue (NW portion of the PUD) (as required by Section 62-2957) with continuation of the previously approved waivers for minimum lot width and minimum lot area. Lots are 40-foot wide lots and 4,800 square foot minimum lot area. These two previous waivers are being carried forward as informational purposes only. Section 62-1442 states, "The applicant shall specifically include the alternative development standard(s) in the preliminary development plan and shall present its justification to the planning and zoning board of county commissioners in public hearing." This request will not affect these two waivers. The applicant is also requesting additional



waivers to reduce the active open space requirement from 5.5 acres to 2.6 acres and a partial waiver of the subdivision code's 15-foot perimeter buffer tract requirement.

Changes to the Preliminary Development Plan (PDP) depicts a reduction in the number of single-family residential lots from 417 lots to 363 lots (overall reduction of 54 lots); the plan also proposes an increase in the amount of proposed total open space from 39.5 acres to 45.9 acres under a 4-phase development plan. However, the active open space component is reduced from the 5.5 acres to 2.6 acres. Pursuant to Section 62-1448, this change is considered to be a substantial change that warrants Board approval. The prior approved PUD zoning action stated that 8.8 acres of active open space was to be provided under zoning action # **18PZ00014** adopted on May 24, 2018. Pursuant to Section 62-1446, open space is calculated at 10% of the project area. Active recreation is calculated at 1.5 per 100 dwelling units. 12.9 acres of open space and 5.5 acres of active recreation is required per code.

Active open space is that portion of usable common open space as defined in Section 62-1102 of Brevard County Code of Ordinances that includes outdoor space permanently set aside and designated on a site development plan as recreational or open space for use by the landowners or residents of a development. Such usable space may be in the form of playgrounds, tot lots, golf courses, community recreational facilities with such amenities as a swimming pool, tennis courts and shuffleboard courts. The usable common open space shall be improved to the extent necessary to complement the residential uses, meet the minimum needs of the residents, and contain compatible and complimentary structures for the benefit and enjoyment of the landowners or residents. Facilities shall not represent an inordinate, unjustifiable amount of superficial low-cost facilities such as picnic tables and nature trails which are placed indiscriminately and have little definable function within the context of the site's natural amenities or recreational and open space needs of the development's future residents.

In any residential project requiring common recreation and open space, active recreation shall be provided at a rate that varies with the density of the project and the remainder of the required total common usable recreation and open space requirement may be devoted to passive recreation.

Passive recreation is defined in Section 62-1102 of Brevard County Code of Ordinances as follows: Passive uses are considered passive where very minimum alteration of vegetation, topography or other native features is necessary, and the actual use and enjoyment of the site amenities requires only a small amount of physical effort by an individual. Activities which are considered passive include but are not limited to hiking, nature observation, primitive camping, nonmotorized boating, shelling, swimming, picnicking, archeological or historic preservation, and hunting or fishing as provided for by the state fish and game laws. Site alterations which are considered acceptable for passive activities are exemplified by boardwalks, picnic areas, wildlife feeding areas, outdoor educational displays, observation stations, archaeological or historic markers, and paths and trails for walking or hiking. Areas which may be considered for passive recreation areas include wetlands and associated uplands, wildlife habitats, floodplains, vegetative communities including native vegetation to meet landscaping requirements, water bodies and aquifer recharge areas.

Pursuant to 62-2957, developments with 350+ dwelling units are required to have two access points, plus 1 for each 200 dwelling units. Since the proposed third access point provides access into an existing residential area, the Board may consider limiting this access to "emergency access only".



## **Land Use**

The subject parcel retains the Residential 4 (Res 4), Neighborhood Commercial (NC) and Residential 8 (RES 8) Directive Future Land Use (FLU) designations. The current PUD's PDP and the proposed PDP are both consistent with the identified FLUM designations.

## **Environmental Constraints**

The 129.68-acre PUD project impacts all mapped natural resources listed above. The project is currently in the site plan review process, and natural resource land use issues are being assessed and addressed. Natural Resources Management (NRM) reserves the right to assess consistency with environmental ordinances at all applicable future stages of development.

## **Preliminary Concurrency**

The closest concurrency management segment to the subject property is US Highway 1, between Camp Road to Broadway Boulevard, which has a Maximum Acceptable Volume (MAV) of 41,790 trips per day, a Level of Service (LOS) of D, and currently operates at 72.49% of capacity daily. The maximum development potential from the proposed rezoning reduces the percentage of MAV utilization by 1.23%. The corridor is anticipated to continue to operate at 71.37% of capacity daily. The proposal is not anticipated to create a deficiency in LOS C.

At this time, the school concurrency service area for the elementary and high school levels are projected to have insufficient capacity to accommodate the maximum potential residential development resulting from the proposed Watermark PUD's rezoning.

Considering the total adjacent elementary and high school service areas, including those of Fairglen Elementary School, Saturn Elementary School, Cambridge Elementary School, Enterprise Elementary School, Challenger 7 Elementary School and Atlantis Elementary School and adjacent Cocoa Jr./Sr. High School, Rockledge High School and Space Coast Jr./Sr. High School there is sufficient capacity for the total projected student memberships to accommodate the Watermark PUD's rezoning. This accommodation for predicting development and potential redistricting of students is done in coordination between Brevard County Government and Brevard County Schools, through intergovernmental coordination. A copy of the Brevard Public Schools concurrency analysis is included in the package for Board consideration.

The City of Cocoa has potable water and sewer lines in the area. Sewer access can be from Camp Road and potable water access along US Highway 1. In compliance with Indian River Lagoon initiatives, the applicant has previously stated that the project will connect to sewer as well as having public water connections.

## **Special Considerations for PUD Zoning**

This change maintains the same development pattern as the prior zoning request for PUD, single-family residential lots. The density of revised development plan is reduced by 54 lots, making the impacts to traffic and schools less.



Compatibility was previously decided by the adoption of the prior PUD zoning application **18PZ00014**, effective May 24, 2018.

The Board should consider that approval of a PUD zoning request not only entails review of the Zoning request itself, but also of the PDP that accompanies the request. The PDP has been included within the package, which has been reviewed for sufficiency by staff. Code provisions for this review and approval as well as staff comments regarding the PDP submission are included below for reference.

**Section 62-1448 (b) (4)** of Brevard County Code defines the review procedure for approval of the Preliminary Development Plan and tentative zoning, and that the Planning and Zoning Board shall recommend one of the following to the Board of County Commissioners:

1. approval,
2. approval subject to conditions, or
3. disapproval

In making its recommendation, **Section 62-1448 (b) (5)** of Brevard County Code clarifies that the planning and zoning board shall consider the following facts:

- a. Degree of departure of the proposed planned unit development from surrounding residential areas in terms of character and density.
- b. Compatibility within the planned unit development and relationship with surrounding neighborhoods.
- c. Prevention of erosion and degrading of surrounding area.
- d. Provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control and soil conservation as shown in the preliminary development plan.
- e. The nature, intent and compatibility of common open space, including the proposed method for the maintenance and conservation of the common open space.
- f. The feasibility and compatibility of the specified stages contained in the preliminary development plan to exist as an independent development.
- g. The availability and adequacy of water and sewer service to support the proposed planned unit development.
- h. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed planned unit development.
- i. The benefits within the proposed development and to the general public to justify the requested departure from the standard land use requirements inherent in a planned unit development classification.
- j. The conformity and compatibility of the planned unit development with any adopted development plan of the county.



- k. The conformity and compatibility of the proposed common open space, primary residential and secondary nonresidential uses with the proposed planned unit development.

The applicant has provided all of the exhibits required by Section 62-1448 (b) (2) of Brevard County Code except for the name of the architect. The Preliminary Development Plan includes a total of 45.9 acres of common open space, of which 2.6 acres is designated as active recreation. The types of passive and active recreation uses proposed include a clubhouse and at least two of the following amenities: community pool, tot lot, tennis court, basketball court, shuffle board courts, dog park, a grass playing field, picnic benches, outdoor grill station, pavilion, mulch walking trail and a fishing pier. This project is proposed to be developed in four (4) phases. Open space will be administered by a master homeowner association to be established by the developer. The active recreation component appears to be provided in Phase #2 of the project. Based upon the phasing of 107 single-family residents in Phase #1, there should be 1.6 acres of active amenity developed within Phase #1 area. This delay of commensurate development may cause an issue if the project doesn't develop past the Phase #1 final plat.

### **Waivers Requested with Preliminary Development Plan**

Pursuant to 62-1442, states, "The applicant shall specifically include the alternative development standard(s) in the preliminary development plan and shall present its justification to the planning and zoning board of county commissioners in public hearing."

This applicant is requesting to continue the two previously granted waivers for lot width and lot area. Requesting to utilize 40-foot width, rather than the standard 50-foot width required, and to lot area, requesting to utilize a 4,800 square foot lot size, rather than the minimum lot area of 5,000 square feet required for the PUD Zoning classification. The Board's action does not affect these two previously approved waivers and will be carried forward.

A waiver is to reduce the amount of active open space required to be developed based upon 363 lots in the proposed development. The applicant is adding additional passive open space to offset the reduction of active open space. Although active open space decreases from the required 5.5 acres to 2.6 acres, the passive component increases from 7.5 acres to 35.7 acres. Total proposed active/passive open space will account for 45.9 acres.

A waiver is to the 15-foot subdivision buffer tract requirement. Due to road pavement encroaching into the western portion of this site, the applicant is requesting a partial waiver of this requirement. The applicant is intending to provide a 6-foot tall wall/fence to buffer the residents from the traffic impacts utilizing the existing road surface.

### **For Board Consideration**

The Board may wish to consider whether this request for a third access connection and waivers to reduce the active open space requirement from 5.5 acres to 2.6 acres and a partial waiver of the subdivision code's 15-foot perimeter buffer tract requirement are consistent and compatible with the surrounding area. The Board should consider the special circumstances to mitigate off-site impacts.

1. Proposed - Waiver to reduce the active open space requirement from 5.5 acres to 2.6 acres.



2. Proposed - Waiver (partial waiver) of the subdivision code's 15-foot perimeter buffer tract requirement as depicted on the preliminary development plan
3. Proposed third access point to be "emergency use only"

The Board should be aware that approval of this request not only entails review of the Zoning request itself, but also of the PDP that accompanies the request. The PDP has been included within the package, which has been reviewed for sufficiency by staff.



**NATURAL RESOURCES MANAGEMENT DEPARTMENT**  
**Rezoning Review & Summary**  
**Item # 20Z00032**

**Applicant:** Moia for Watermark PUD

**Zoning Request:** PUD to PUD with third access, revise phases, reduction in active space by 2.845 acres.

**Note:** Applicant wants PUD to include third access at northwest portion of project and revise project phasing.

**P&Z Hearing Date:** 11/09/20; **BCC Hearing Date:** 12/03/20

**Tax ID Nos:** 2317197, 2317198 & 3017165

- 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 Wetlands Inventory (NWI) Wetlands
- SJRWMD Wetlands
- Hydric Soils
- Aquifer Recharge Soils
- Floodplain
- Protected and Specimen Trees
- Protected Species

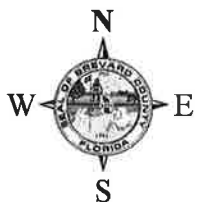
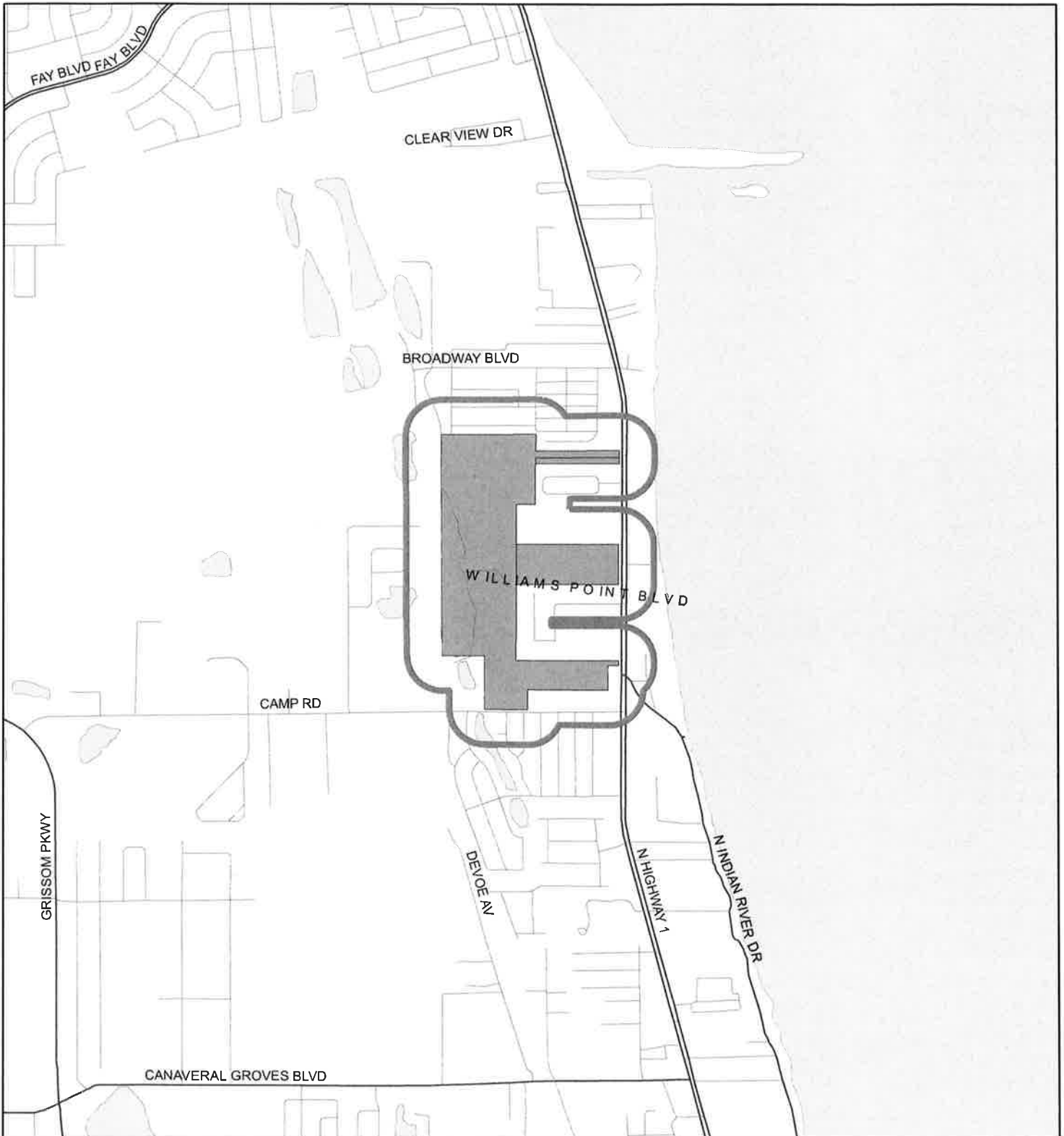
The 129.68-acre PUD project impacts all mapped natural resources listed above. The project is currently in the site plan review process, and impacts to these resources have not been fully assessed or approved. The exhibit provided for this action is not an approvable plan. Staff is working with the applicant to resolve inconsistencies and non-compliance items related to wetlands (Chapter 62, Article X, Division 4, Wetland Protection) and tree canopy (Chapter 62, Article XIII, Division 2, Landscaping, Land Clearing and Tree Protection). NRM reserves the right to assess consistency with environmental ordinances at all applicable future stages of development.



# LOCATION MAP

WATERMARK INVESTORS, LLC

20Z00032



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

Buffer Distance: 500 feet

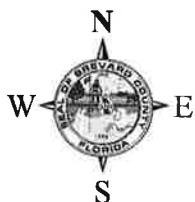
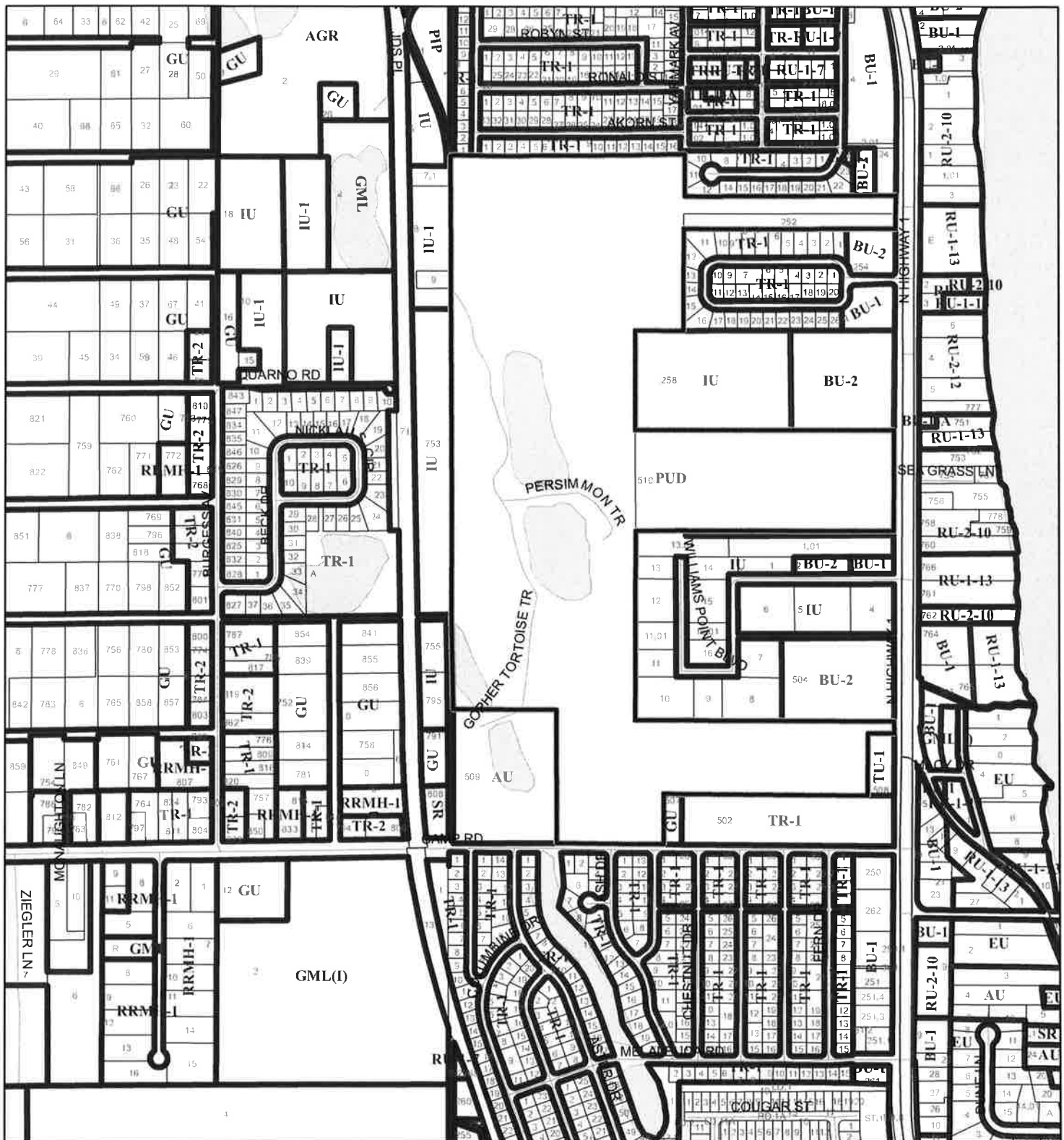
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 9/8/2020

— Buffer  
■ Subject Property



## 20Z00032



1:9,600      or 1 inch = 800 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: 9/8/2020

— Subject Property

☐ **Parcels**

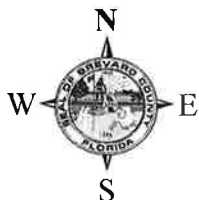
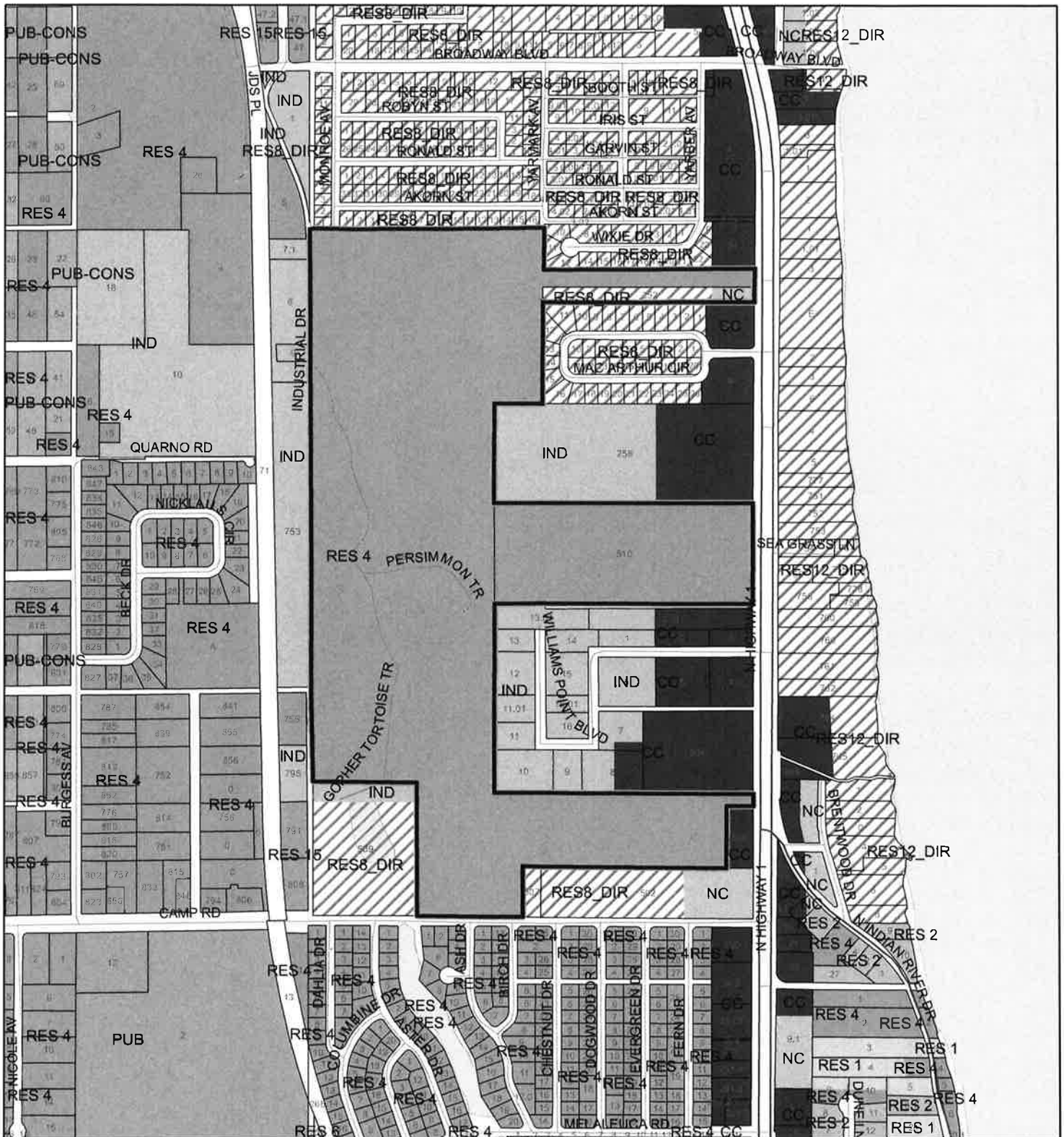
## Zoning



# FUTURE LAND USE MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

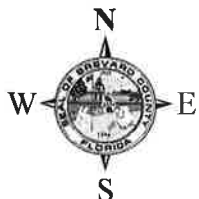
— Subject Property  
 □ Parcels

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: 9/8/2020



AERIAL MAP  
WATERMARK INVESTORS, LLC  
20Z00032





1:9,600 or 1 inch = 800 feet

PHOTO YEAR: 2020

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Produced by BoCC - GIS Date: 9/8/2020

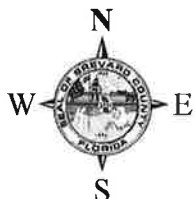
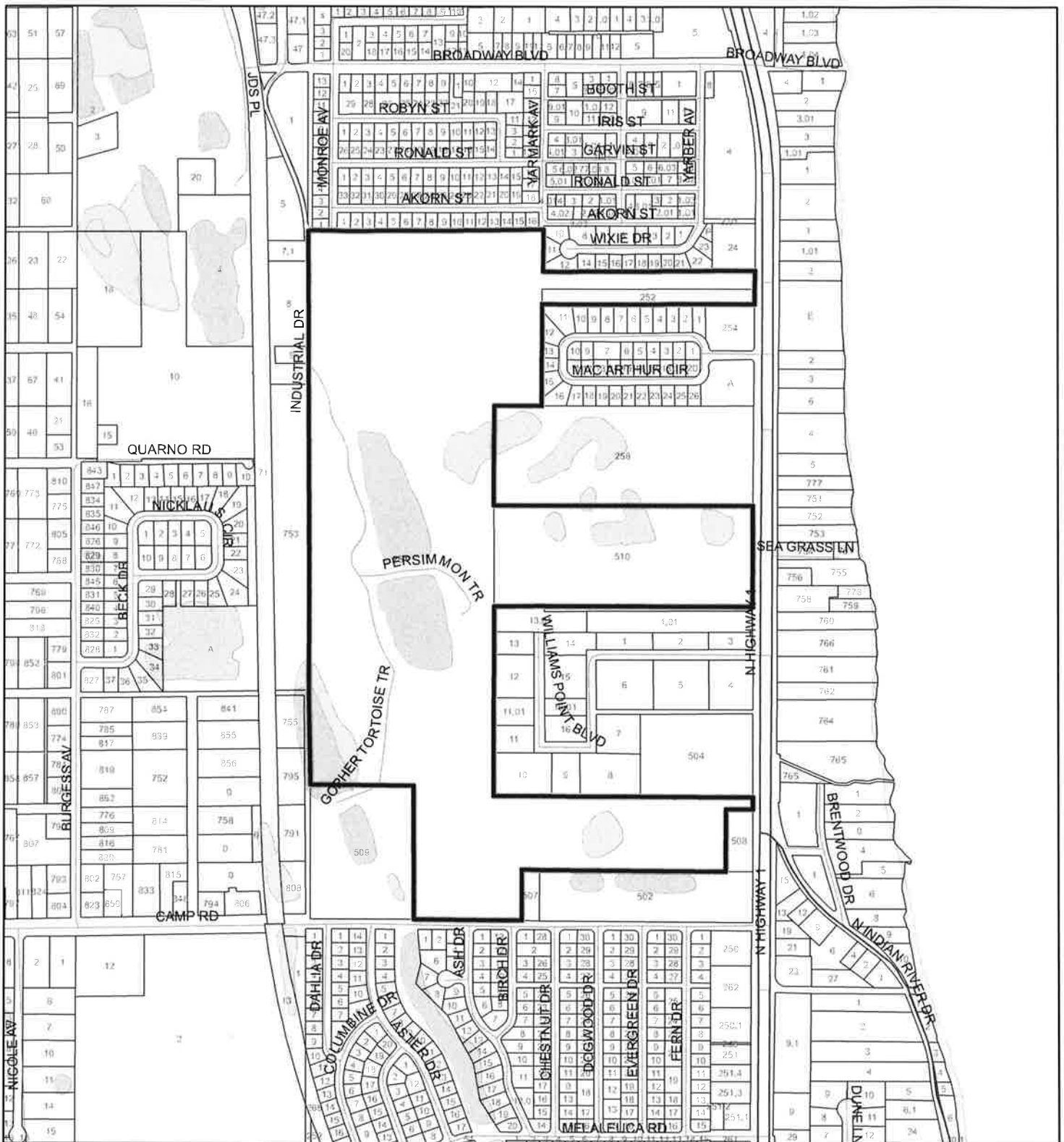
 Subject Property  
 Parcels



# NWI WETLANDS MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

## National Wetlands Inventory (NWI)

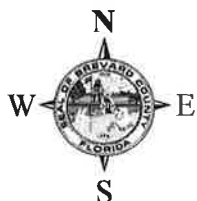
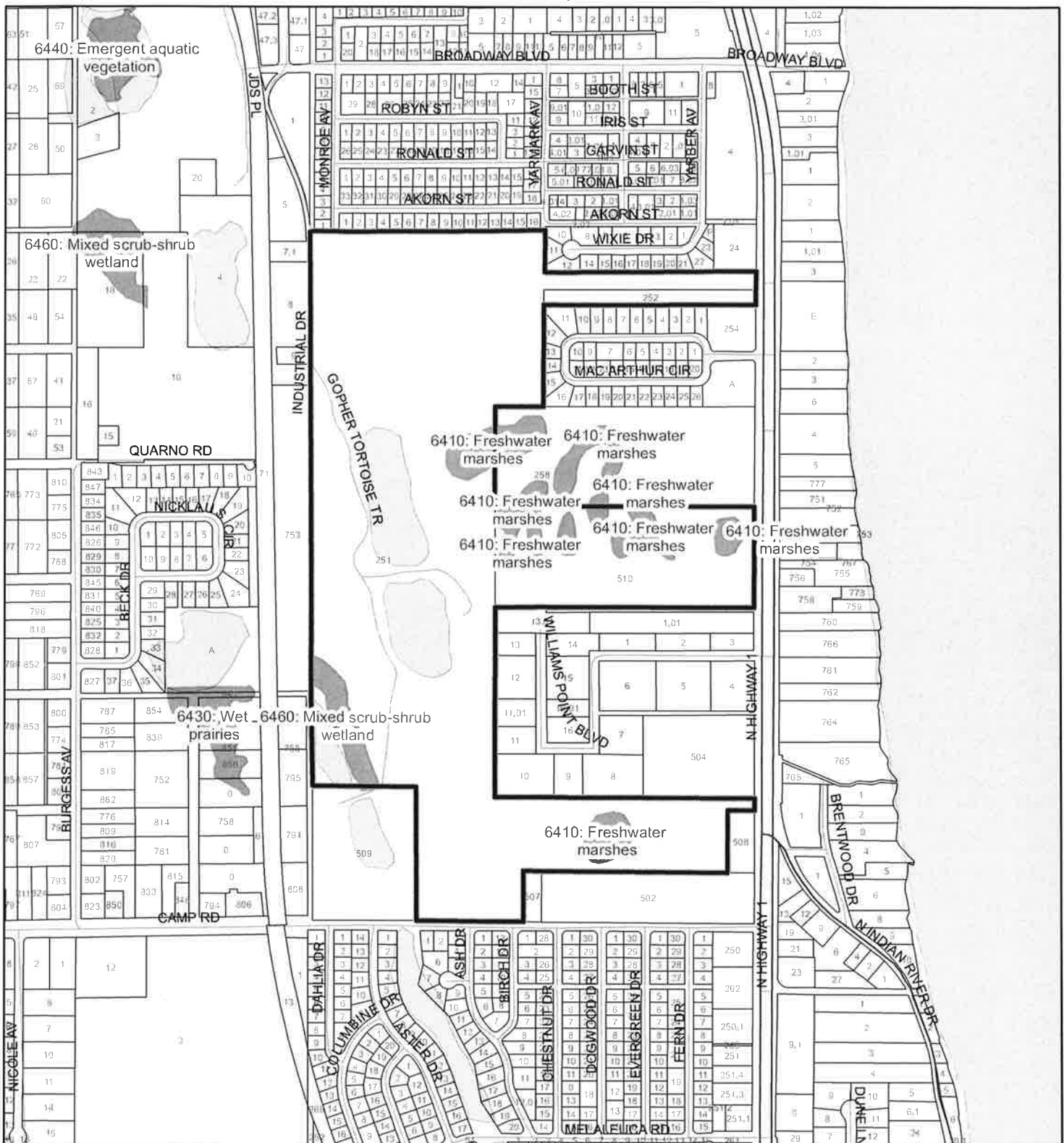
	Estuarine and Marine Deepwater		Freshwater Pond
	Estuarine and Marine Wetland		Lake
	Freshwater Emergent Wetland		Other
	Freshwater Forested/Shrub Wetland		Riverine
	Subject Property		Parcels



# SJRWMD FLUCCS WETLANDS - 6000 Series MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

## 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

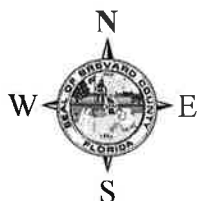
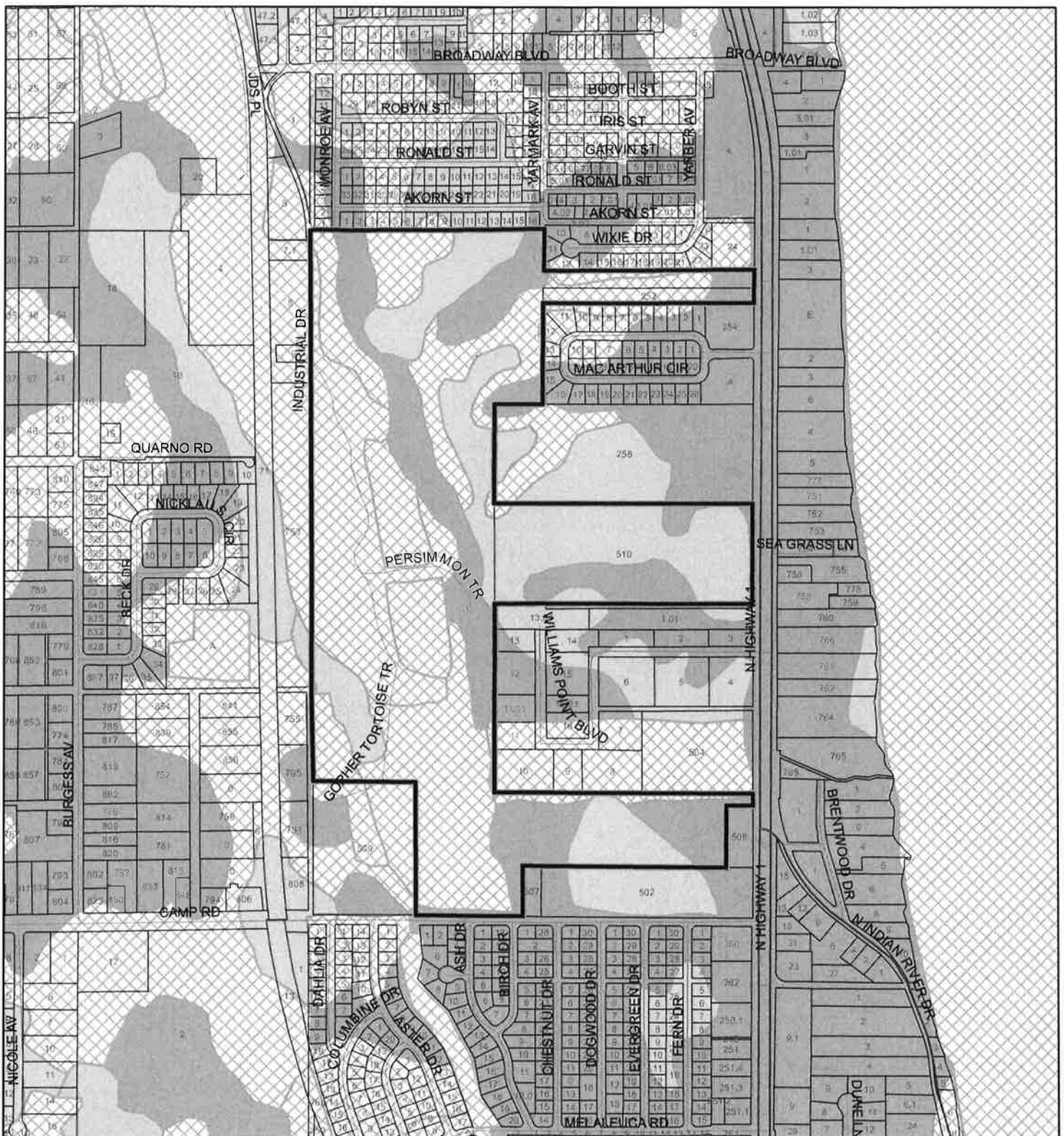
Parcels



# USDA SCSSS SOILS MAP

WATERMARK INVESTORS, LLC

20Z00032

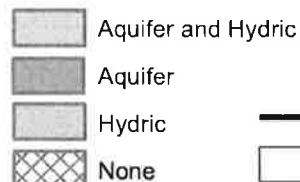


1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

## USDA SCSSS Soils



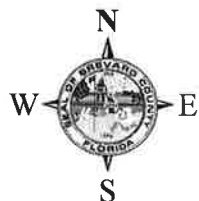
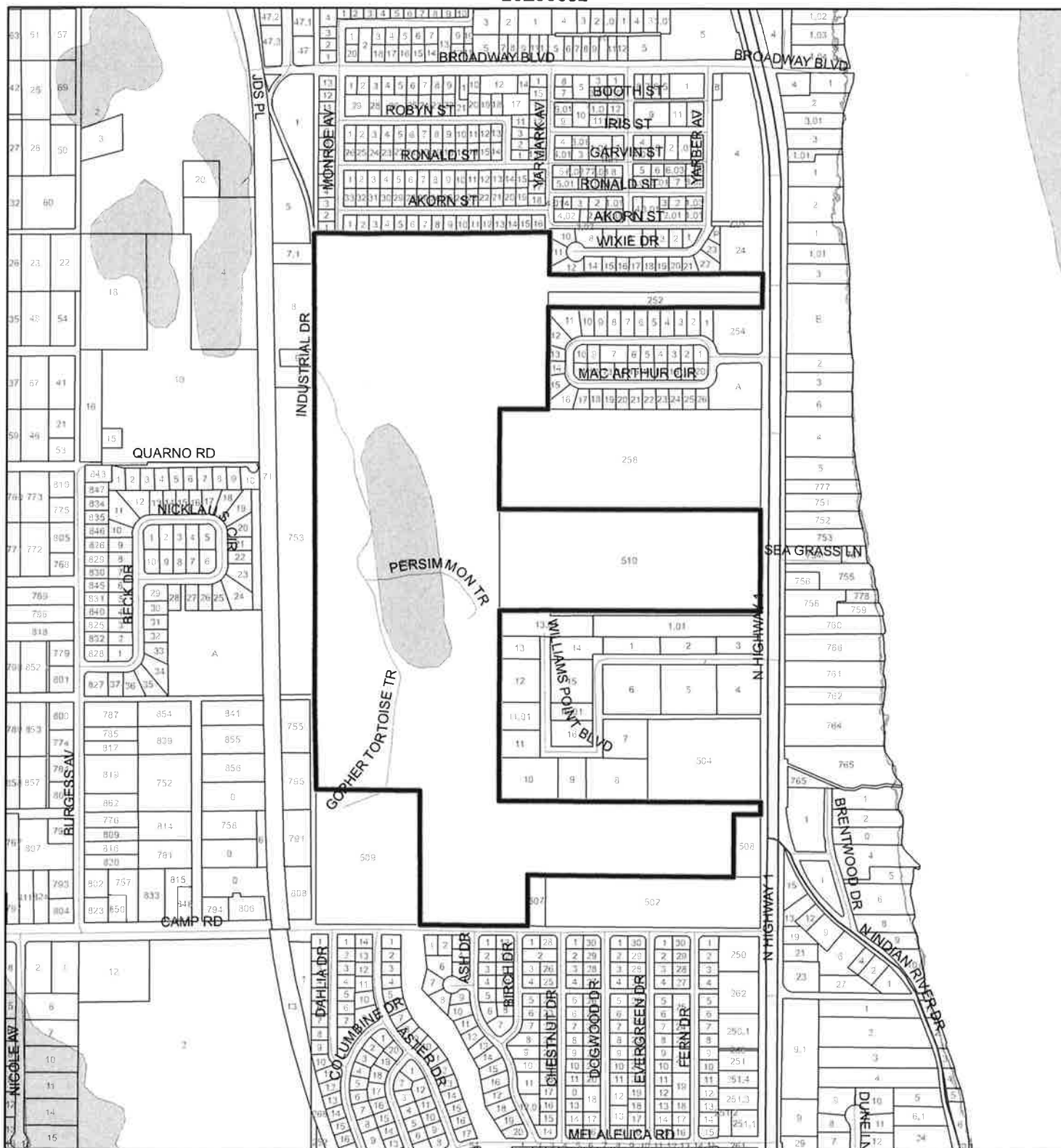
— Subject Property  
 □ Parcels



# FEMA FLOOD ZONES MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

## FEMA Flood Zones

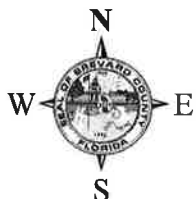
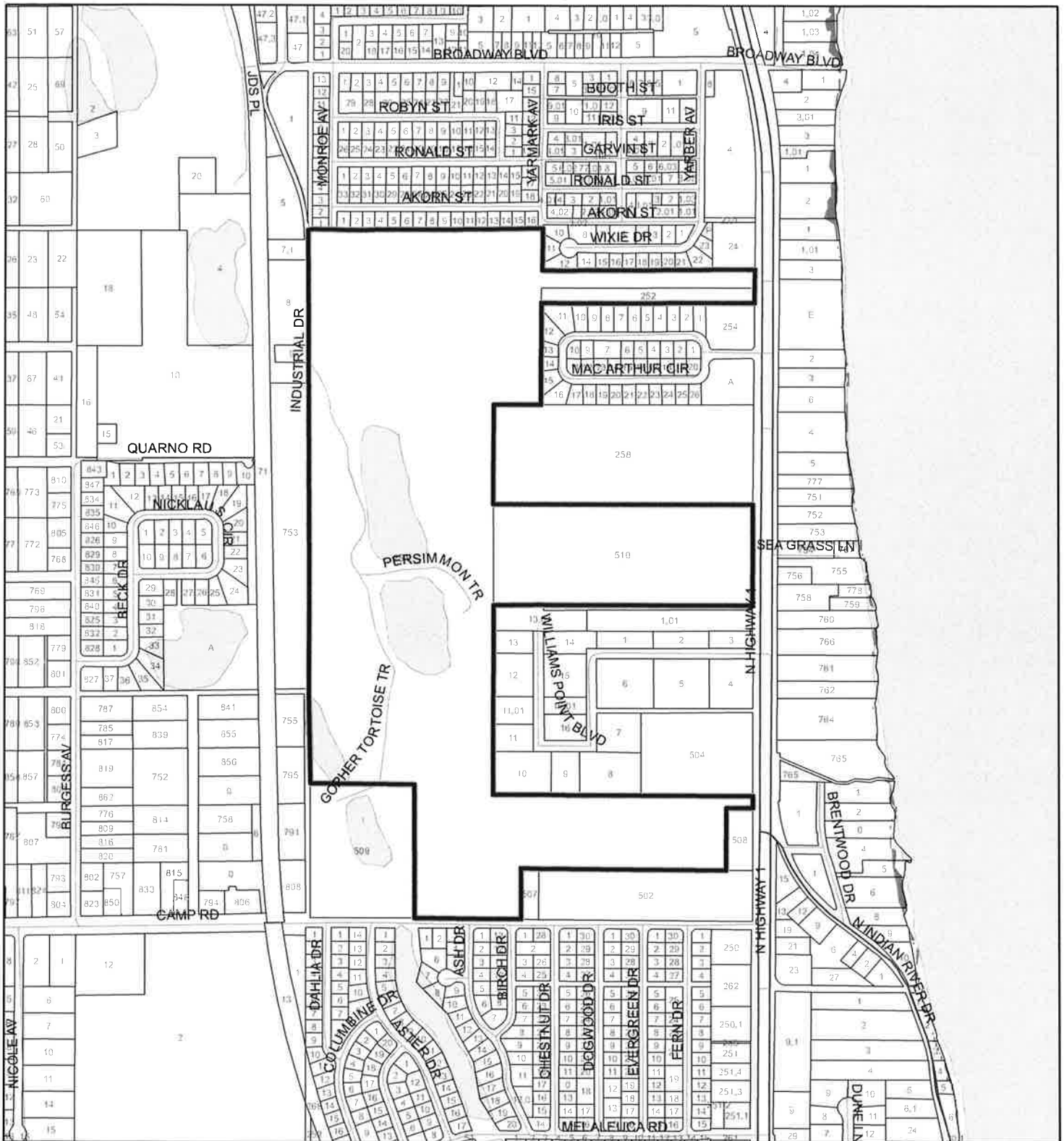
- |   |            |                      |
|---|------------|----------------------|
| A   | AO         | X                    |
| AE  | Open Water | X Protected By Levee |
| AH  | VE         |                      |
| 0.2 Percent Annual Chance Flood Hazard                      |            |      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



# COASTAL HIGH HAZARD AREA MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

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— Subject Property

□ Parcels

**Coastal High Hazard Area**

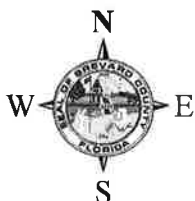
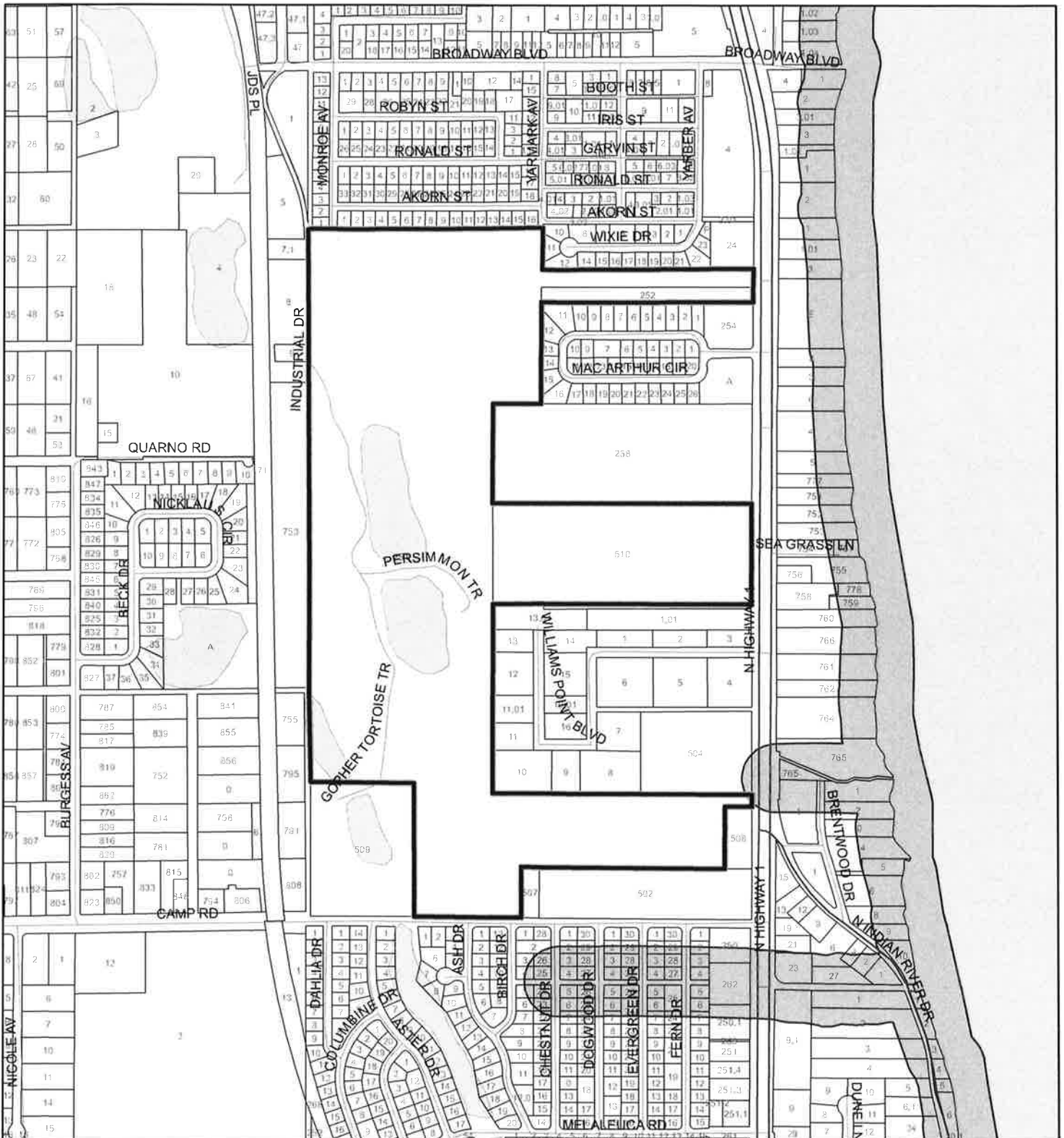
■ SurgeZoneCat1



# INDIAN RIVER LAGOON SEPTIC OVERLAY MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

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 Subject Property

 Parcels

**Septic Overlay**

 40 Meters

 60 Meters

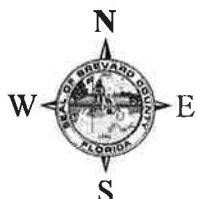
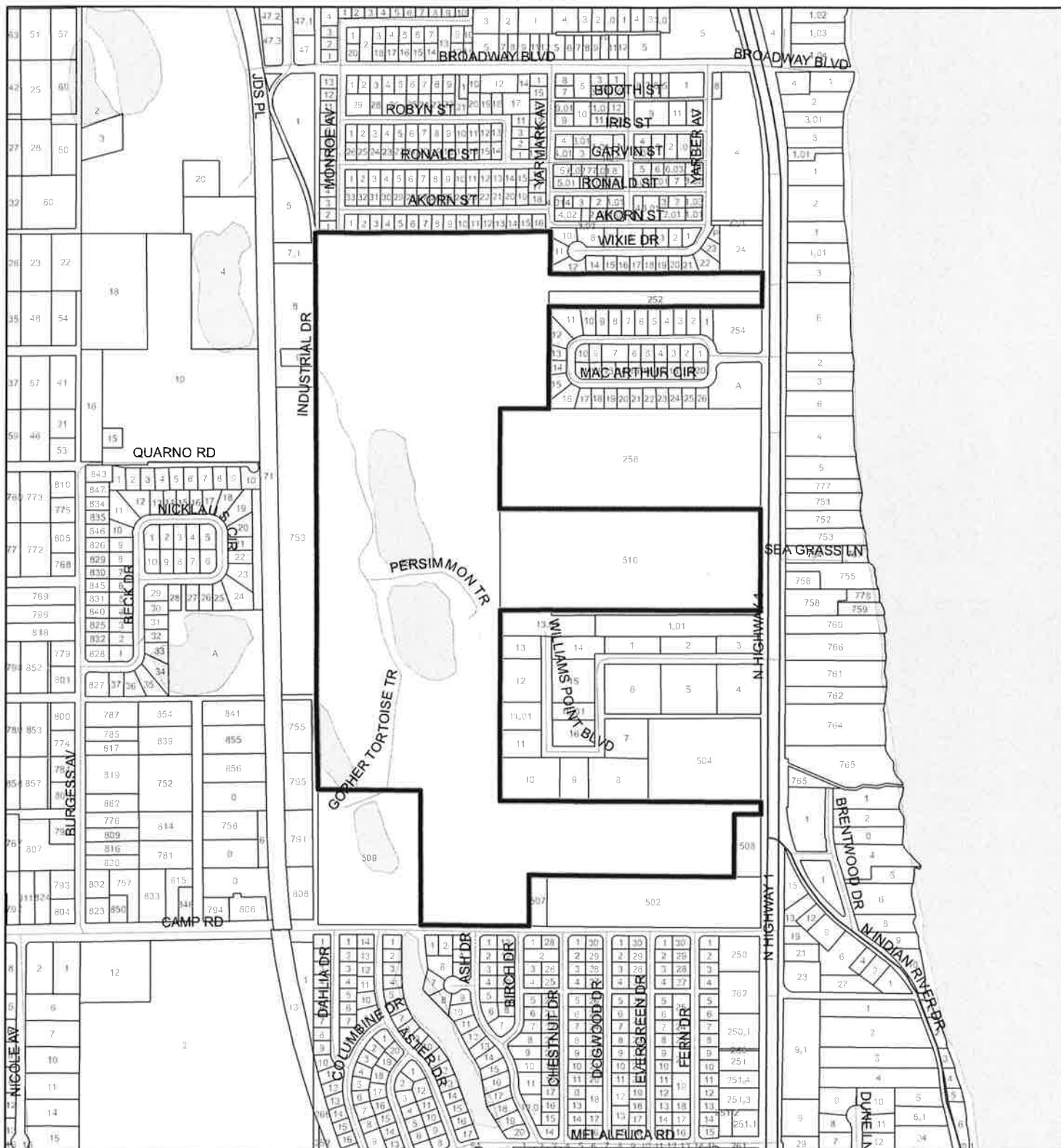
 All Distances



# EAGLE NESTS MAP

WATERMARK INVESTORS, LLC

20Z00032



1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

 Subject Property

 Parcels

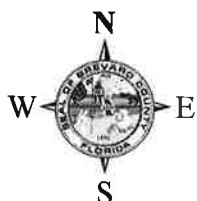
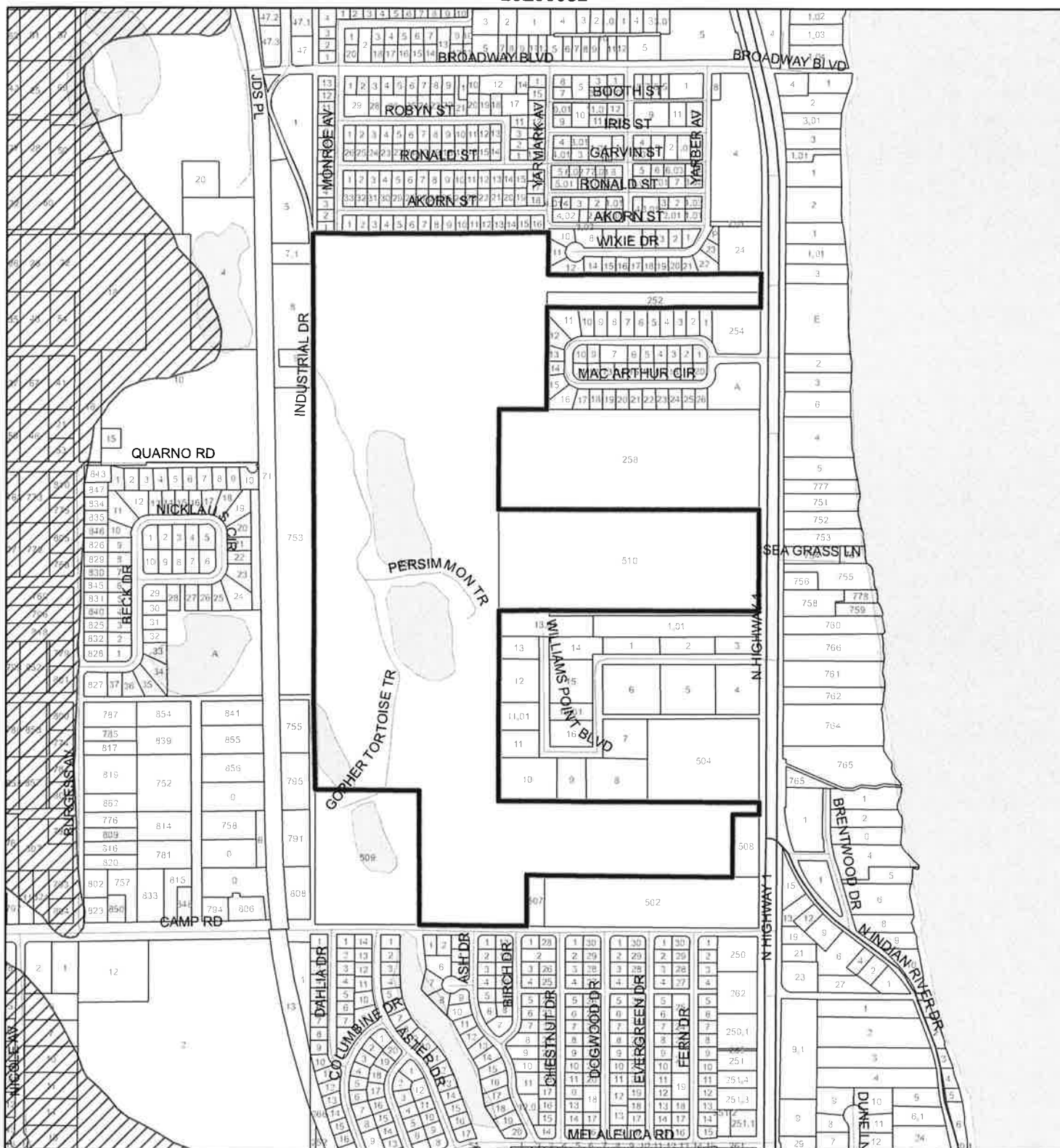
 Eagle Nests  
FWS 2010



# SCRUB JAY OCCUPANCY MAP

WATERMARK INVESTORS, LLC




20Z00032



1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

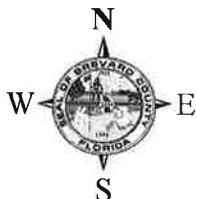
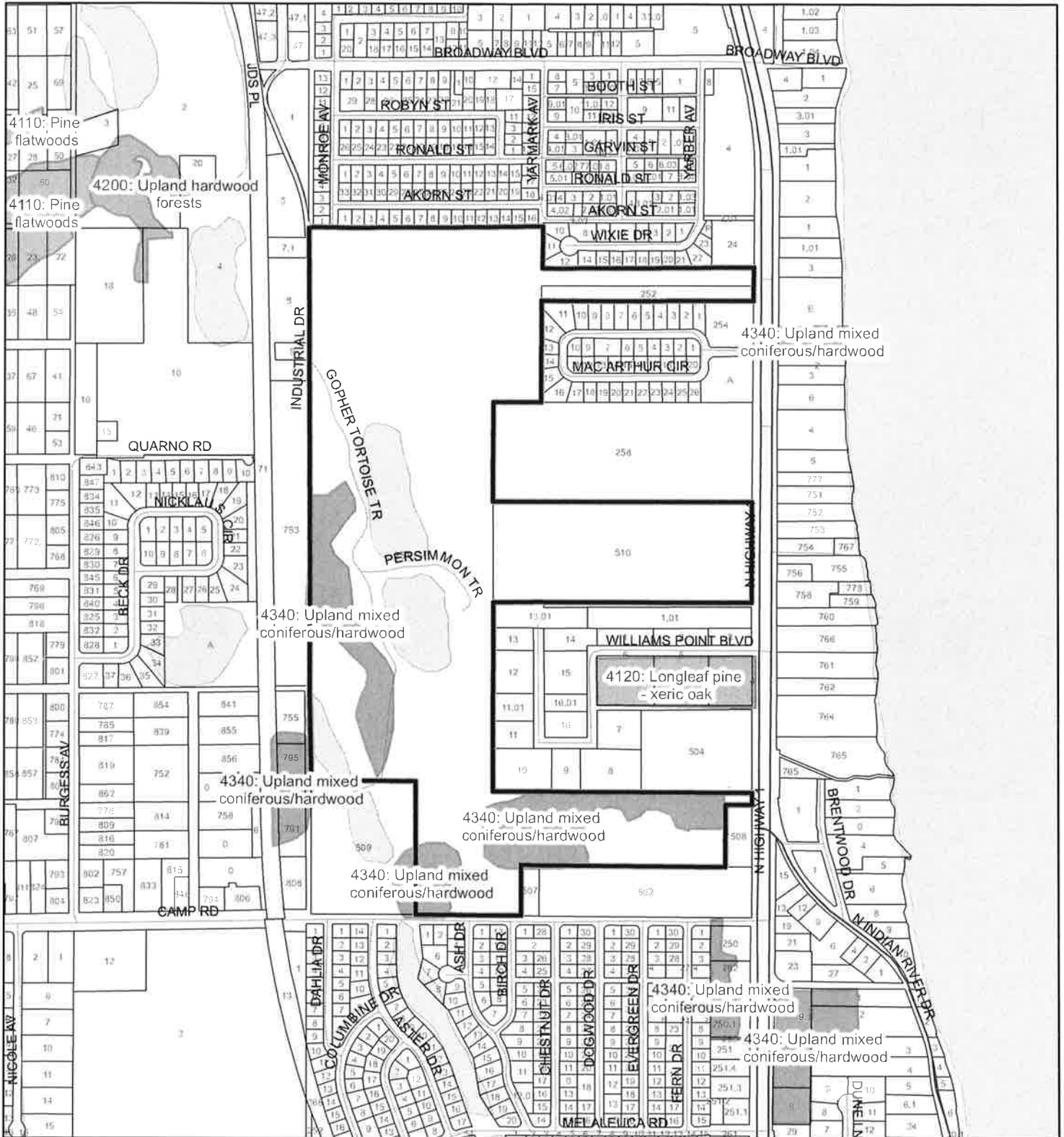
-  Subject Property
-  Parcels
-  Scrub Jay Occupancy



# SJRWMD FLUCCS UPLAND FORESTS - 4000 Series MAP

WATERMARK INVESTORS, LLC

20Z00032






1:9,600 or 1 inch = 800 feet

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Produced by BoCC - GIS Date: 9/8/2020

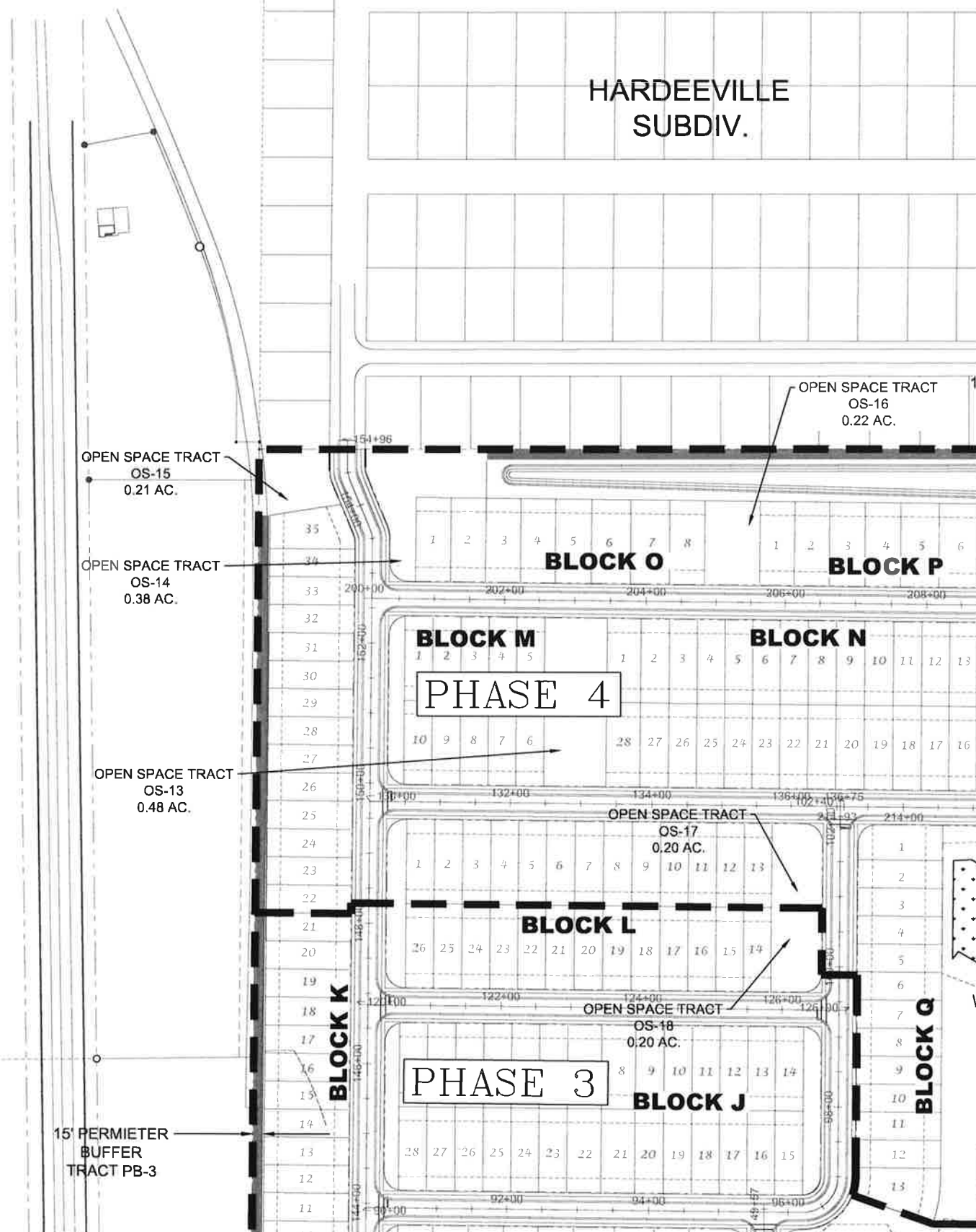
## SJRWMD FLUCCS Upland Forests

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

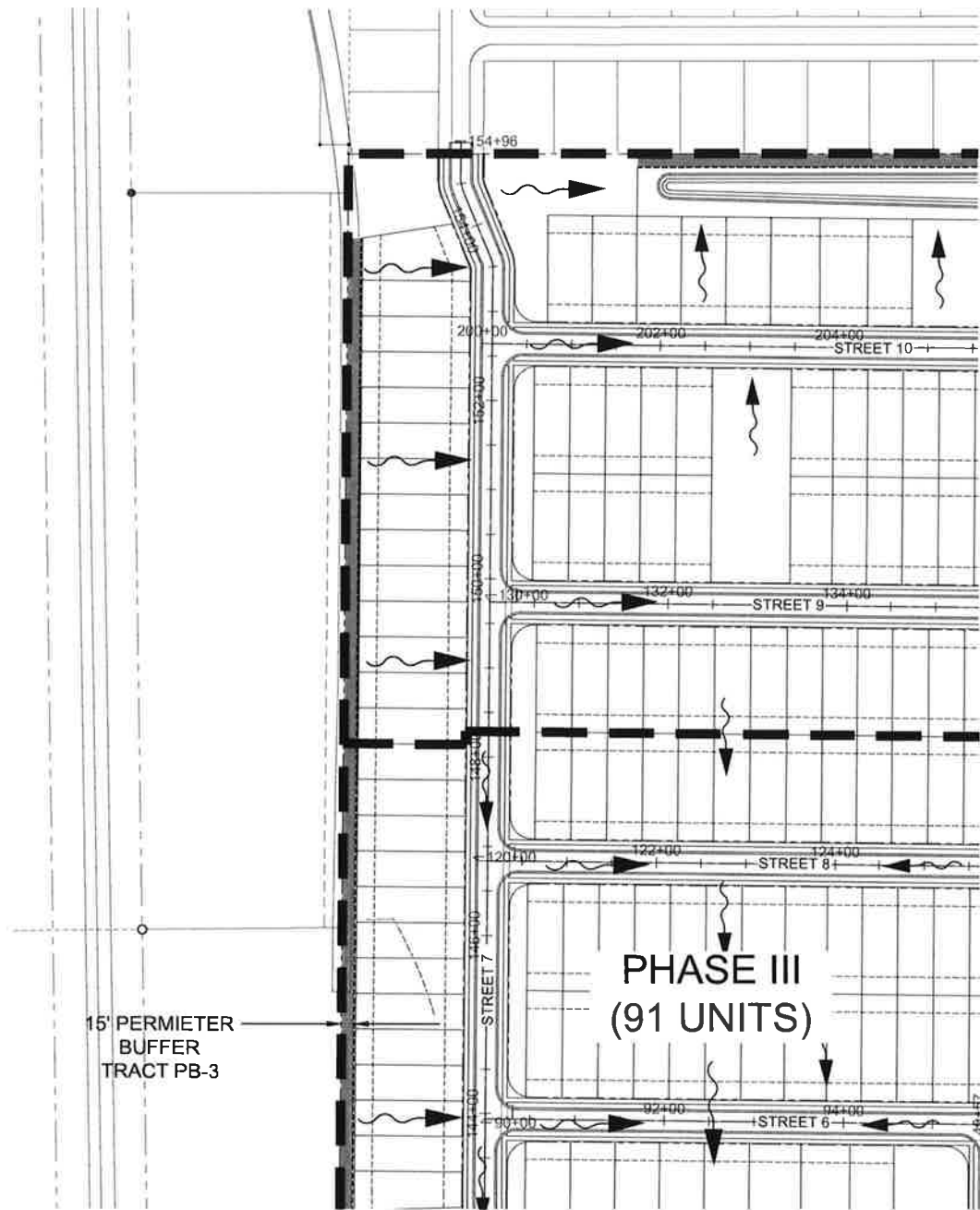
 Subject Property  Parcels



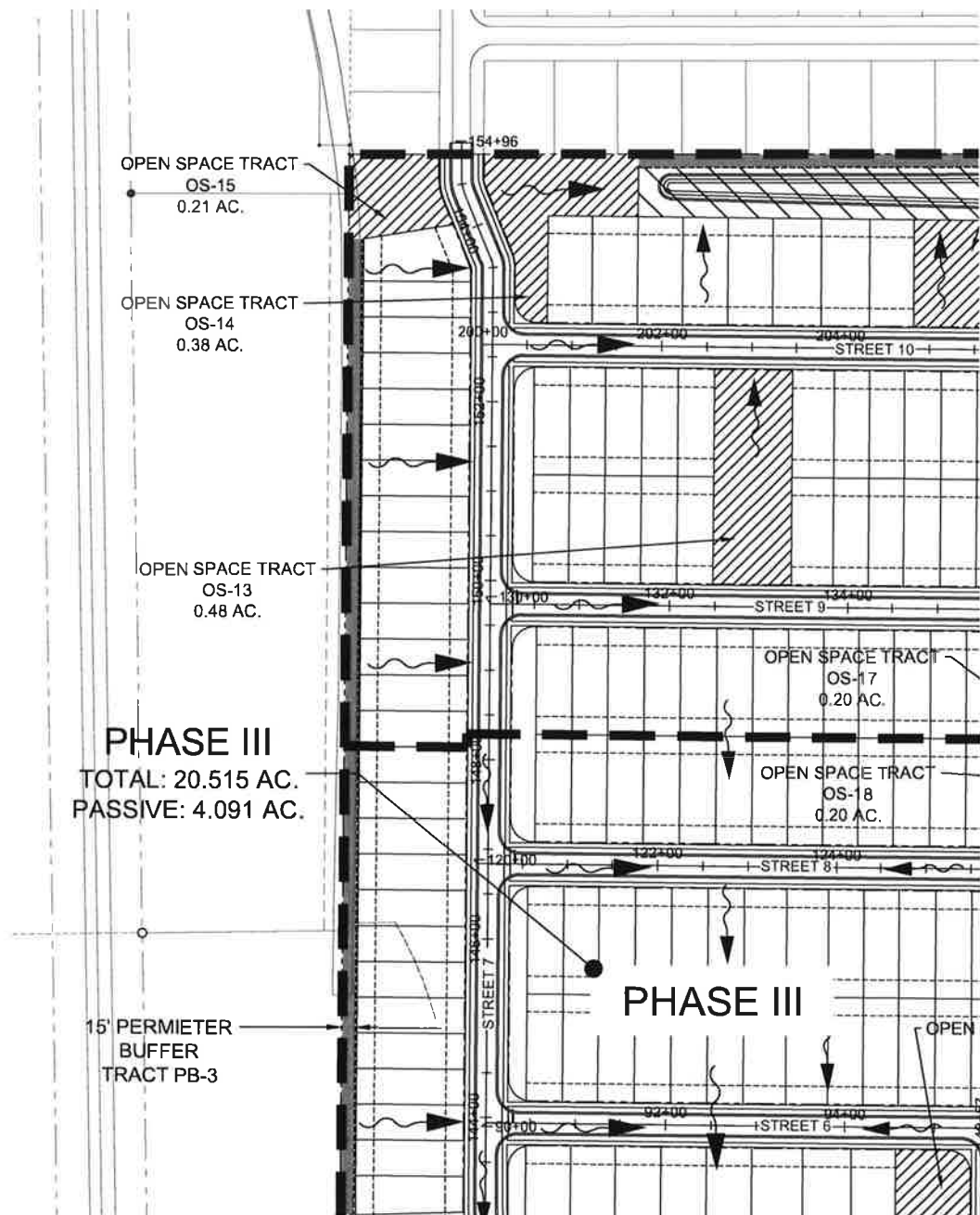
HARDEEVILLE  
SUBDIV.



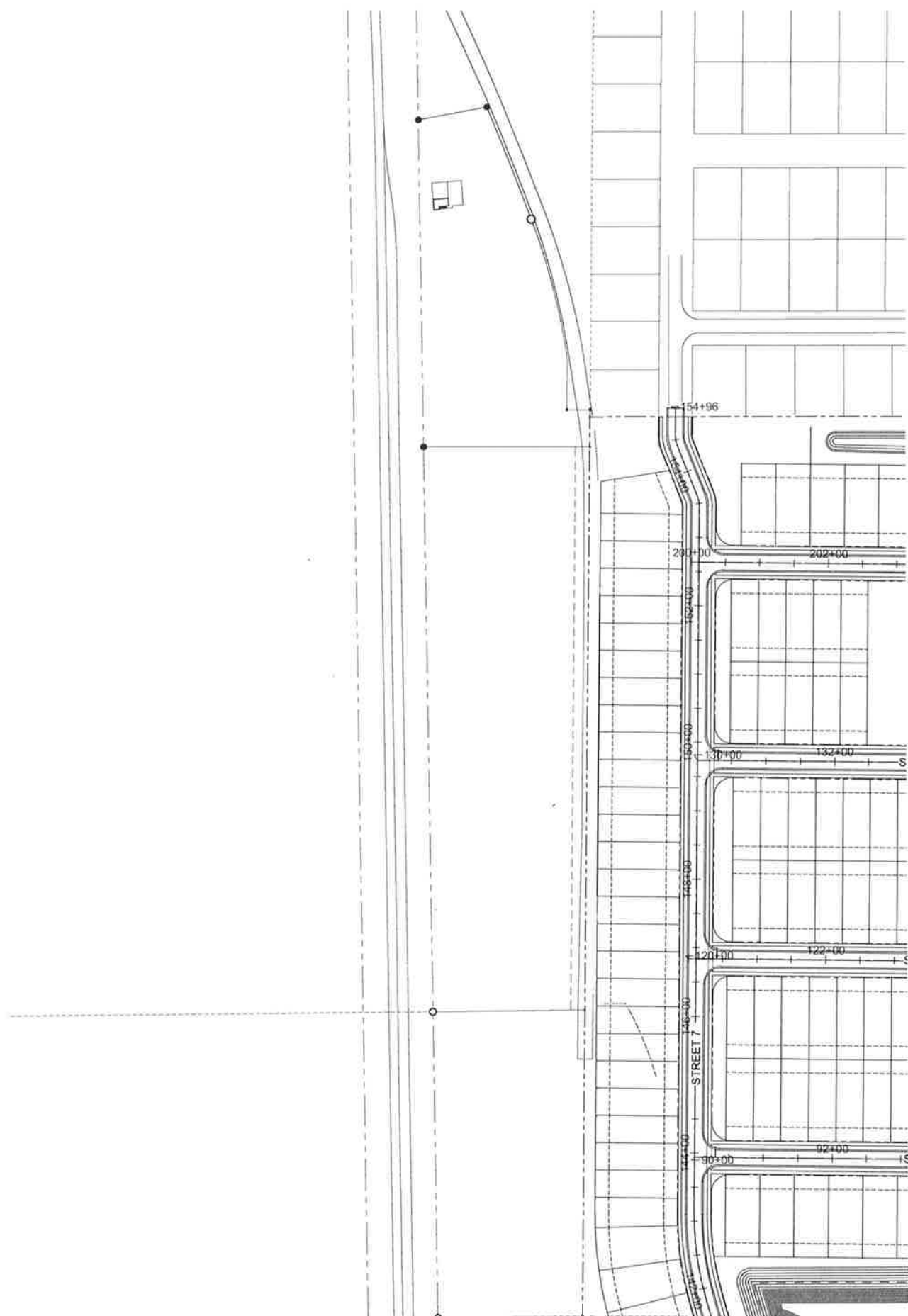




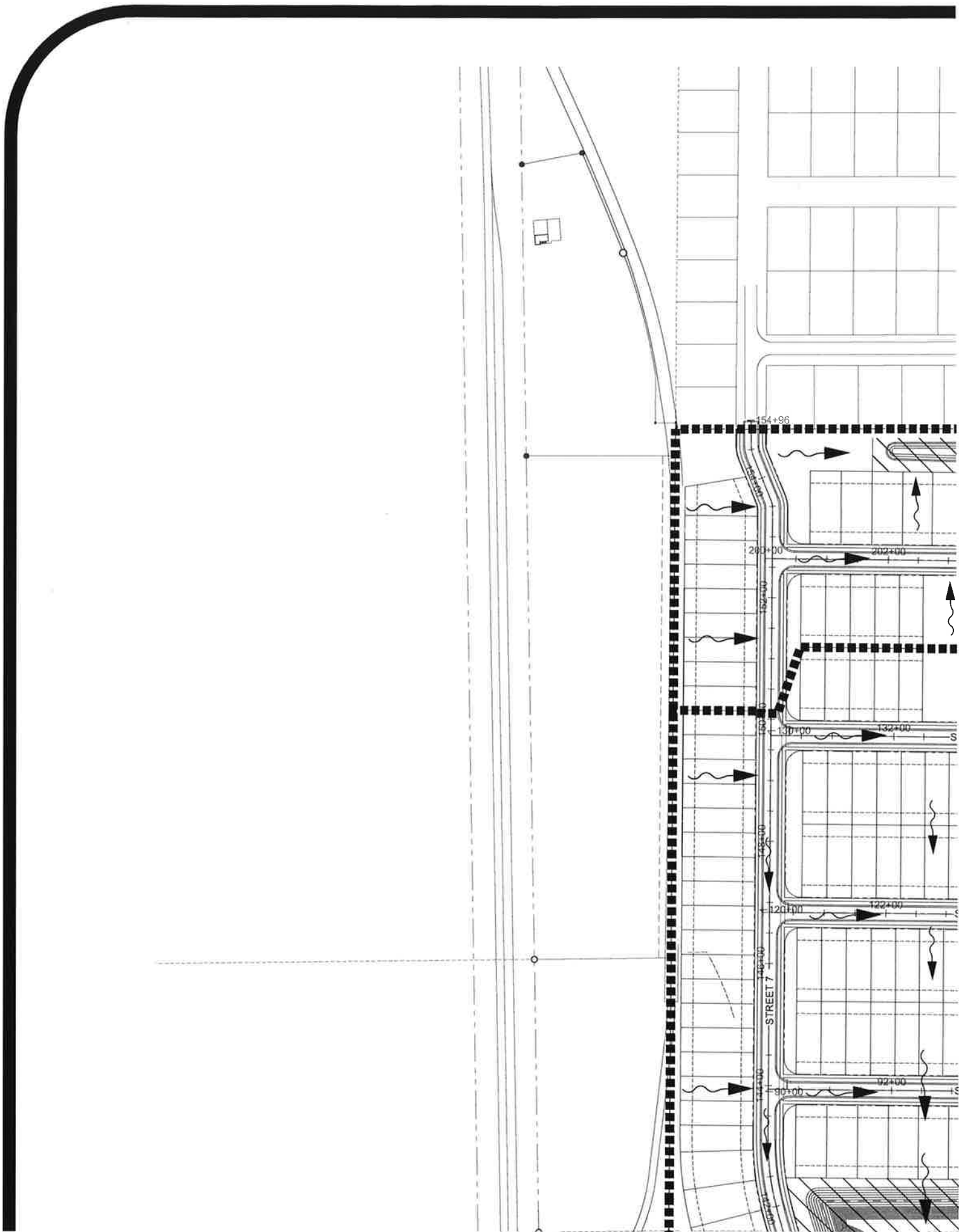














ZONING = TQ-1

OPEN SPACE TRACT OS-27 1.31 AC.

OPEN SPACE TRACT OS-30 22 AC.

OPEN SPACE TRACT OS-26 0.12 AC.

OPEN SPACE TRACT OS-29 48 AC.

OPEN SPACE TRACT OS-24 0.07 AC.

OPEN SPACE TRACT OS-21 0.07 AC.

OPEN SPACE TRACT OS-19 0.10 AC.

WETLAND W-8 (impacted)

WETLAND W-7 1.27 AC.

WETLAND W-6 (impacted)

15' PERIMETER BUFFER OPEN SPACE TRACT PB-1

PHASE 4

BLOCK Q

BLOCK P

BLOCK R

BLOCK N

BLOCK M

BLOCK L

BLOCK K

BLOCK O

STREET 10

STREET 9

STREET 8

STREET 7

STREET 6

OS-28 0.50 AC.

OS-25 0.12 AC.



Owner's Name: Watermark Investors  
Hearing Date: November 9, 2020

20200032

**THIS AFFIDAVIT IS TO BE PRESENTED AT THE PUBLIC HEARING**

**AFFIDAVIT**

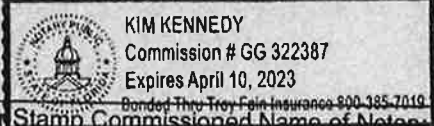
STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, this undersigned authority, personally appeared, Brian Lock,  
to me well known and known to me to be the person described in and who executed the foregoing  
affidavit, after being first duly sworn, says:

1. That the affiant posted the notice provided by the Brevard County Planning & Zoning Office, which contains the time(s) and date(s) of the Public Hearing(s) involved.
2. Said posted notice contains the name of the applicant, the total acreage of the property in question, the existing land use classification, special use classification or conditional use designation, and the requested amendment to the official zoning maps. Said notice also contains the time and place of the public hearing on the consideration of said application by the Board of County Commissioners of Brevard County, if applicable.
3. The said notice has been posted in a conspicuous place on the subject property not more than twenty-five (25) days, nor less than fifteen (15) days prior to the first public hearing before the applicable board (as indicated on notice). If the property abuts a public road right-of-way, the notice has been posted within ten (10) feet of the road right-of-way in such a manner as to be visible from the road right-of-way.
4. The affiant understands that this affidavit is intended to be submitted as a requirement for a public hearing, and as such, will be officially filed with the Government of Brevard County, Florida.

Brian Lock  
Signature

Sworn and Subscribed before me, this 22 day of OCTOBER, 2020.

  
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Signature]  
Notary Public, State of Florida

Personally known OR Produced Identification

Type of I.D. Produced: \_\_\_\_\_

**THIS AFFIDAVIT IS TO BE PRESENTED AT THE PUBLIC HEARING**



# PHOTOGRAPHS



## BREVARD COUNTY CODE ENFORCEMENT



Mo./Day/Year	Address	Zng App.#
10/16/2020	5082 & 5083 Persimmon Ln., Cocoa	20Z00032



CAMP RD



CAMP RD

Brian Lock

### COUNTY EXHIBIT

#### Composite A – Photos

Dated: \_\_\_\_\_ to \_\_\_\_\_



# PHOTOGRAPHS



## BREVARD COUNTY CODE ENFORCEMENT



Mo./Day/Year	Address	Zng App.#
10/21/2020	5082 & 5083 Persimmon Ln., End of Monroe St, U.S. 1	20Z00032



MONROE ST.



U.S. 1



U.S. 1

Brian Lock



5082 PERSIMMON



## **PLANNING AND ZONING BOARD MINUTES**

The Brevard County Planning & Zoning Board met in regular session on **Monday, November 9, 2020, 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; Ben Glover; Mark Wadsworth, Chair; Ron McLellan; Joe Buchanan; and Peter Filiberto.

Staff members present were: Jeffrey Ball, Planning and Zoning Manager; Abigail Jorandby, Assistant County Attorney; and Jennifer Jones, Special Projects Coordinator.

### **Excerpt of Complete Minutes**

#### **Watermark Investors, LLC (Bruce Moia)**

An amendment to an existing PUD (Planned Unit Development). The property is 129 +/- acres, located on the west side of U.S. Hwy 1, approx. 0.22 mile south of Broadway Blvd. (Tax parcel 251 = 5082 & 5083 Persimmon Ln., Cocoa; Tax Parcels 252 & 510 = No assigned address. In the Cocoa area.) (20Z00032) (Tax Accounts 2317197, 2317198, and 3017165) (District 1)

Bruce Moia, MBV Engineering, 1250 W. Eau Gallie Blvd., Melbourne, stated the project is a fairly large residential development on U.S. 1 and Camp Rd. He said when the PUD zoning approved they didn't have a lot of information, so after they got the zoning they got the tree surveys, topographical surveys, and environmental reports, and made a formal submittal to the County for subdivision review. Some of the comments in the review process uncovered some issues that were not addressed in the first approval, and one of those was that the number of units required three access points, not two. Today, there is an interested developer who wants to phase the project, and it was not phased in the original submittal. He said they also now know what kind of trees are on the property, so large preservation tracts have been made for those trees, thus reducing the lot count. He said they are not changing the size of the open space, but approximately half of it will be put into preservation because of the number of trees on the property, but there will still be active open space amenities, just condensed in a small area, so it is a reduction of what was previously approved. He stated they are also asking for two waivers, one for the open space, and one for the 15-foot perimeter buffer tract on the west end because there is an existing industrial driveway that encroaches onto the property. He said there was a comment from staff about making the third access for emergency only, but his clients would like it to be an open driveway so it will be available for everyone to use. He noted the request also includes a 40-foot minimum lot width.

Public comment.

Patricia Baxter, 5700 Friendly St., Cocoa, stated she received a courtesy notice in the mail, and she owns rental property on MacArthur Circle, which is between Camp Road and Broadway Blvd. She asked if what is being request will involve her property.

Mark Wadsworth stated property owners within 500 feet of the subject property are notified of the request. Ron McLellan stated the notice is to inform her of what it going on, but it will not affect her property. Ms. Baxter stated she does not have a problem with the request.

Mr. Wadsworth asked Mr. Moia to re-state the requests. Mr. Moia stated the requests are for 40-foot lot sizes, 15-foot perimeter buffer on the west end, and the active open space requirement from 5.5



acres to 2.6 acres. He said the County has a good preservation requirement, and it was cost prohibitive to clear out vegetation, so it was in their best interest to do more preservation.

Motion by Peter Filiberto, seconded by Ron McLellan, to approve the request with 40-foot lots, the 15-foot buffer waiver on the west end, the 5.5 acres to 2.6 acres for open space, and that the third access point be open to the public. The motion passed unanimously.