



CITY OF TITUSVILLE

PLANNING AND ZONING COMMISSION

AGENDA

Regular Meeting

February 18, 2026 - 6:00 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

All persons who anticipate speaking on any Public Hearing item must fill out an Oath Card to be heard on that agenda item and sign the oath contained thereon. These cards are located on the table near the entrance to the Council Chamber or may be obtained from the Recording Secretary. This meeting will be conducted in accordance to the procedures adopted in Resolution #24-1997

Those speaking in favor of a request will be heard first, those opposed will be heard second, and those who wish to make a public comment on the item will speak third. The applicant may make a brief rebuttal if necessary. A representative from either side, for or against, may cross-examine a witness.

Anyone who speaks is considered a witness. If you have photographs, sketches, or documents that you desire for the Commission to consider, they must be submitted into evidence and will be retained by the City. Please submit such exhibits to the Recording Secretary.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. DETERMINATION OF A QUORUM

5. APPROVAL OF MINUTES

A. Minutes February 4, 2026

Approve Minutes

6. QUASI-JUDICIAL CONFIRMATION PROCEDURES

7. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

8. OLD BUSINESS

9. NEW BUSINESS

A. Tranquility Development Agreement (DA) 1-2025 Fifth Amendment

Request the applicant revise the agreement to address staff's concerns.

The City Council will hold a public hearing on this item on February 24, 2026.

10. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

11. REPORTS

A. City Staff

B. City Attorney

C. Chairman

D. Members

12. ADJOURNMENT

Any person who decides to appeal any decision of the Planning and Zoning Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the Planning and Zoning Commission
From: Bradley Parrish, Community Development Director
Subject: **Minutes February 4, 2026**
Department/Office: Planning

Recommended Action:

Approve Minutes

Summary Explanation & Background:

Minutes February 4, 2026

Alternatives:

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. 02.04.26 Minutes Draft P&Z.

The Planning and Zoning Commission (P&Z) of the City of Titusville, Florida met in regular session in City Hall Council Chamber located at 555 South Washington Avenue on Wednesday February 4, 2026 at 6:00 p.m.

XXX

Chairman Aton called the meeting to order at 6:00 p.m. Present were, Vice Chairman Christopher Childs, Member Janay Gelin, Member Theodore Garrod, Member Erron Fayson, Alternate Member James Troutman and Alternate Member AnnMarie Seidler. Member John Scully was absent. Also, in attendance were Senior Planner Christie Anderson, Assistant City Attorney David Melito and Recording Secretary Laurie Dargie.

XXX

Vice Chairman Childs made a motion to approve the minutes from the January 21, 2026 meeting with a correction. Member Troutman seconded. There was a unanimous voice vote in favor.

XXX

Quasi-Judicial Confirmation Procedures

XXX

Petitions and Requests from the Public Present

Stan Johnston of Titusville, Florida came to speak about his concerns with stormwater issues.

Member Fayson asked if staff has responded to Mr. Johnstons concerns. Senior Planner Christie Anderson said she would pass along Member Fayson’s inquiry into staff responses to Mr. Johnston.

XXX

Old Business

None

XXX

New Business

Right-of-Way ROW#4-2025 – Ziruth Avenue & Yale Street

Senior Planner Christie Anderson gave an overview of this item.

The Planning and Zoning Commission had brief discussion.

Joshua Wilson representative of applicant came to speak in favor of this item and answer questions.

XXX

Member Fayson made a motion to recommend approval of Right-Of Way ROW#4-2025 – Ziruth Avenue & Yale Street as presented with the staff recommended condition. Vice Chairman Childs seconded.

Roll call was as follows:

Member Garrod	Yes
Member Seidler	Yes
Vice Chairman Childs	Yes
Member Gelin	Yes
Member Troutman	Yes
Chairman Aton	Yes

Motion passed.

XXX

Election of Officers

Vice Chairman Childs nominated Dan Aton as Chairman. There were no other nominations.

Vice Chairman Childs made a motion to close nominations. Member Troutman seconded. There was a unanimous voice vote in favor.

Vice Chairman Childs made a motion to approve the nomination for Dan Aton to be Chairman. Member Gelin seconded. There was a unanimous voice vote in favor.

XXX

Member Troutman nominated Christopher Childs to be Vice Chairman. There were no other nominations.

Member Troutman made a motion to close nominations. Member Fayson seconded. There was a unanimous voice vote in favor.

Member Troutman made a motion to approve the nomination that Christopher Childs be Vice Chairman. Member Fayson seconded. There was a unanimous voice vote in favor.

XXX

Vice Chairman Childs nominated Erron Fayson to be Secretary.

Member Fayson nominated Theodore Garrod to be Secretary.

Member Garrod made a motion to close nominations. Member Gelin seconded. There was a unanimous voice vote in favor.

Vice Chairman Childs made a motion to vote on Secretary. Member Gelin seconded.

Roll call was as follows:

Member Gelin	Fayson
Member Garrod	Fayson
Vice Chairman Childs	Fayson
Member Fayson	Garrod
Member Troutman	Fayson
Member Seidler	Fayson
Chairman Aton	Fayson

Erron Fayson was voted as Secretary with a 6 to 1 vote.

XXX

Petitions & Requests from the Public Present

None

XXX

Reports

Secretary Fayson said there is a Community Conference on March 7, 2026 at the Senior Center in regards to getting involved in local government.

Member Gelin thanked the Planning and Zoning Commission members for their volunteer service and commitment to serving.

Member Troutman had a question regarding property encroachment and rights. Assistant City Attorney Melito provided information.

Member Garrod encouraged the Planning and Zoning Commission members to watch the webinar from the 1,000 Friends of Florida on February 11, 2026 on new legislation.

XXX

Adjournment 6:38pm

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the Planning and Zoning Commission
From: Thomas Abbate, City Manager
Subject: **Tranquility Development Agreement (DA) 1-2025 Fifth Amendment**
Department/Office: Community Development

Recommended Action:

Request the applicant revise the agreement to address staff's concerns.

The City Council will hold a public hearing on this item on February 24, 2026.

Summary Explanation & Background:

The applicant, Gary Allen, Jr. on behalf of the Sunbelt Titusville Investments, LLC and Carolina Holdings II, LLC, the owners, is requesting the approval of an amendment to the development agreement for the Tranquility development (formerly known as Antigua Bay). The applicant is requesting amendments to the existing Development Agreement to increase building heights from 100 to 150 feet; reduce required landscape buffers; waive certain small scale plat qualification criteria; allow accessory structures within the 50-foot road right-of-way building setback; and allow phased clearing of land and stormwater drainage improvements.

The Tranquility development is a mixed-use planned community with 2,404 residential units, including single family and multi-family, commercial, preservation and park lands. The planned community will be developed in multiple phases on approximately **340+ acres** located between the Indian River Lagoon (IRL) and the U.S. Highway 1 and Columbia Boulevard (SR 405) roadways. The property is designated with the City's Comprehensive Plan Future Land Use of Regional Mixed Use and Conservation and is zoned Regional Mixed Use (RMU).

Alternatives:

- Approve the amendments.
- Approve the amemdnemts with changes.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. DA 1-2025 Staff Report 2-12-26
2. Future Land Use Map
3. Community Meeting Notice 11-5-2025
4. Community Meeting summary 11-5-2025
5. Developer's Narrative 1-15-2026
6. Fifth Amendment (DRAFT) to Development Amendment - Tranquility 1-15-2026
7. Tranquility Ponds & Fill Plan 8-19-2025
8. Titusville Height Overlay Sec 29-162 LDR
9. Titusville Landscape yards (buffers) Sec. 30-332 LDR
10. Titusville Small Scale Plat Qualifications Sec. 34-143 LDR
11. Titusville RMU Building Setback from Arterial Road Sec 28-327 LDR
12. Titusville Site Plan Class I and Class II Criteria Sec 34-214 LDR
13. Titusville Buffers between RMU districts Sec 33-44 LDR
14. Titusville Preserve Trees Sec. 30-40 LDR
15. Development Agreement - Antigua Bay 2017
16. First Amendment to Development Agreement - Antigua Bay 2021
17. Second Amendment to Development Agreement - Antigua Bay 2021
18. Third Amendment to Development Agreement - Tranquility 2022
19. Fourth Amendment to Development Agreement - Tranquility 2023



City of Titusville

Planning Department Staff Report

Development Agreement (DA) No. 1-2025

Tranquility (FKA Antigua Bay) Mixed Use Development Agreement 5th Amendment & Master Plan

Meeting Dates: *Planning and Zoning Commission: February 18, 2026*

City Council: February 24, 2026

Prepared By: Brad Parrish, Community Development Director

Applicant: Gary Allen, Jr. on behalf of Sunbelt Titusville Investments, LLC and Carolina Holdings II, LLC, owners.

Recommendation: Request the applicant resubmit the amendment with changes.

Summary

The Tranquility Development Agreement currently authorizes approximately 345 acres to be developed as a mixed-use development consisting of commercial uses with up to 2,404 residential units.

The applicant, Gary Allen, Jr. on behalf of the Sunbelt Titusville Investments, LLC and Carolina Holdings II, LLC, the owners, is requesting amendments to the existing Development Agreement to increase building heights from 100 to 150 feet; reduce required landscape buffers; wave certain small scale plat qualification criteria; allow accessory structures within the 50-foot road right-of-way building setback; and allow phased clearing of land, stockpiling of fill and stormwater drainage improvements.

Background

Property Information

	Property Use	Future Land Use	Zoning
Existing	Master plan for 2,404 single family and multifamily residential units, commercial uses, open space and parks.	Regional Mixed Use	Regional Mixed Use (RMU) with subdistricts that may be amended with a site plan
Proposed	Increase building height from 100 to 150 feet in the RMU-300 and RMU-400 subdistricts, reduce buffers to 10-feet, plat lots using the small scale process, allow accessory structures in the 50-foot building setback, and allow the clearing of land and stockpiling of fill.	Regional Mixed Use	Regional Mixed Use (RMU) with subdistricts that may be amended with a site plan

1 **Surrounding Property Information**

	Existing Use	Future Land Use	Zoning
North	Single-family residential / vacant land	Commercial High Intensity Residential Medium Density Residential Low Density	Regional Commercial (RC) Multifamily Medium Density Residential (R-2) Single Family Low Density (R-1A)
South	Riverwalk (formerly Vector Space) across the street (SR 405)	Planned Industrial Park	Planned Industrial District (PID)
East	Indian River Lagoon	NA	NA
West	Retail and Office uses across the street (US 1)/vacant	Commercial High Intensity	Community Commercial (CC) Office Professional (OP)

2

3 **Current Status**

4 The property is currently governed by a Development Agreement and Master Plan. The project
5 has been known as Sandy Pointe (2002 to 2017), Antigua Bay (2017 to 2021) and Tranquility
6 (2021 to present), and has received the following approvals:

- 7 a. Conceptual master plan and rezoning 2002,
- 8 b. Preliminary master plan and rezoning 2005,
- 9 c. Final master plan via the approval of the Sandy Point development agreement 2007.
- 10 d. Antigua Bay development agreement and master plan 2017.
- 11 e. First amendment to Tranquility (FKA Antigua Bay) development agreement July 2021.
- 12 f. Second amendment to Tranquility development agreement December 2021.
- 13 g. Tranquility Phase I single family plat in Parcel 4 (formerly Tract 5) approved on September
14 14, 2022.
- 15 h. Third amendment to the Tranquility development agreement September 27, 2022.
- 16 i. Fourth amendment to the Tranquility development agreement February 28, 2023.
- 17 j. Tranquility Phase II single family plat in Parcel 4 (formerly Tract 5) approved on June 10,
18 2022.
- 19 k. Tranquility Phase III single family plat in Parcel 1 (formerly Tract 1) is in review.
- 20 l. Tranquility Phase IV ponds site plan in Parcel 3 (formerly Tract 11A) is in review.
- 21 m. Site Plan for the spine road is in review.

22

1 **Proposed Amendment**

2 The applicant requested the following changes to the development agreement:

3 **A. Amend Section 3.4 “Maximum Overall Height” with the following changes to**
4 **existing language in the development agreement.**

5 Those structures in the RMU 100 or RMU 200 Districts shall be restricted so as
6 not to exceed 35 feet in height. ~~All other Parcels shall have a height limitation of~~
7 ~~100 feet or the maximum height allowed under Sec 29-162 of the LDR, whichever~~
8 ~~is greater.~~ Consistent with the Height Overlay District boundaries as set forth in
9 Sec. 29-164, all other Parcels shall have a maximum height limitation of one
10 hundred and fifty (150) feet as the development meets the criteria of a Mixed-use
11 development under Sec 29-162 of the Land Development Regulations; however,
12 no structure within 250 feet of the north edge of the Columbia Boulevard right-of-
13 way shall exceed 75 feet in height per Exhibit “B”.

14 *Staff comment:*

- 15 • *A waterfront boardwalk with pedestrian enhancements are required to be built*
16 *in order to allow a building height of 150-foot in the City’s Height Overlay.*
17 *Buildings without the adjacent waterfront do not qualify for the 150-foot*
18 *allowance per the Overlay. Section 29-162(e) of the Height Overlay states,*
19 *“Mixed-use development may increase height to 150-feet provided the*
20 *development meets the [following] criteria: (1) the building includes two uses,*
21 *and (2) provides a walkway and amenities along the waterfront of the Indian*
22 *River Lagoon [IRL].” It is unclear how buildings located in the interior of the*
23 *project and not on the waterfront can qualify for the 150-foot height allowance.*
24 *In addition, the amendment does not describe how the buildings will qualify*
25 *with two uses.*
- 26 • *Based on the developer’s interpretation of the Overlay, large areas of the*
27 *Tranquility development will be entitled to construct 150-foot structures without*
28 *qualifying for the criteria described in Section 29-162 of the Code.*

29 *Recommendation:*

- 30 • *The developer should adhere to the Height Overlay as it already expands the*
31 *available height for qualifying buildings above and beyond the maximum*
32 *described in the agreement. Clarify the purpose of this request. Submit an*
33 *exhibit identifying the number and location of buildings. Will they be mixed use?*

34 **B. Adds Section 3.6.8.1(d) related to the Platting process to the “Variances and**
35 **Waivers” section of the Agreement with the following language.**

36 Section 34-143(a)(1) to allow for small scale plat qualifications by allowing the use
37 of water, sewer, and reuse via the addition of service laterals or private mains for
38 each lot; to allow for a joint stormwater management facility with connecting lots;
39 providing for access for each lot via either driveway connections or private
40 recorded easements. The **bona fide need** is to allow for uniform development
41 while providing for public access and utilities without unnecessary disruption to the
42 approved Master Plan. The **significant enhancement** to be provided by the
43 Developer is that the Developer will provide enhanced landscaping along and
44 abutting the spine roads as shown on Exhibit B, specifically by increasing the
45 landscaping equal to or above 125% of the minimum required by the Land
46 Development Regulations as measured by quantity, height, caliper inches or some
47 combination thereof.

1 Staff comment:

- 2 • The staff has several concerns with this language. The City's small scale
3 platting process allows for the division of land for up to 10 lots without the need
4 to create new infrastructure. The developer desires to have the benefit of the
5 small scale plat process without meeting the criteria described in Section 34-
6 143(a)(b)(c) (e) and (f) of the Code. In addition, the small scale plat process
7 replaces the preliminary plat process. An exhibit illustrating the division of land
8 with evidence supporting how it may qualify for the small scale plat should be
9 submitted for review.

10 ○ **Section 34-143(a)** states, "Water, sewer and reuse can be provided by
11 the addition of service lateral only for each lot being proposed (no main
12 extensions required)." For utilities- water and sewer, the small scale
13 plat requires only service lines are to be provided (no main extensions).
14 Without knowing what is to be built on the lots, there is no way to
15 determine if a main is needed. Given the request to increase the
16 building height- that suggests large complexes which typically require
17 main extensions for both water and sewer to get service due to flow
18 requirements. An exhibit should be submitted illustrating the proposed
19 division of land for the staff to determine if it meets the qualification.

20 ○ **Section 34-143(b)** states, "A stormwater management facility can be
21 provided independent of any other created or existing lot. Each lot must
22 have its own legal positive outfall." For stormwater, the small scale plat
23 process requires each lot to manage it's own stormwater management
24 facility, but the narrative states that a stormwater management system
25 will be jointly managed. The small scale plat also says each lot must
26 have its own legal positive outfall. An exhibit should be submitted
27 illustrating the proposed division of land with supporting evidence for
28 the staff to determine if it meets the qualification.

29 ○ **Section 34-143(c)** states, "There is a reasonable buildable area that
30 does not have any adverse impacts to wetlands,
31 threatened/endangered species or any environmental concerns." A
32 proposal to subdivide land can qualify for the small scale plat if it
33 demonstrates that there is a reasonable buildable area that does not
34 have any adverse impacts to wetlands, threatened/endangered species
35 or any environmental concerns. There is no way to know if this is met
36 or not without a submittal. An exhibit should be submitted illustrating
37 the proposed division of land with supporting evidence for the staff to
38 determine if it meets the qualification.

39 ○ **Section 34-143(e)** states, "Access for each lot will be from a driveway
40 connection only. There is no public street or private way extension(s)
41 required." The small scale plat allows driveway only connections to
42 each lot. No public or private street extensions. No evidence was
43 provided to demonstrate how this can be met. An exhibit should be
44 submitted illustrating the proposed division of land for the staff to
45 determine if it meets the qualification.

46 ○ **Section 34-143(f)** states, "The proposed lot(s) to be created does not
47 require any dedication of areas to the public." There could be areas,
48 such as lift station tracts, easements, et cetera that might be dedicated
49 to the City, which is addressed in the standard plat process. An exhibit
50 should be submitted illustrating the proposed division of land for the
51 staff to determine if it meets the qualification.

1 Recommendation:

- 2 • An exhibit should be submitted illustrating the proposed division of land for the
3 staff to determine if it qualifies for a small scale plat. The developer can also
4 seek a variance to the Board of Adjustments and Appeals.
- 5 • The proposed landscape enhancement is confusing. The developer stated the
6 proposed 125% landscape enhancement is based on quantity, height, caliper
7 or some combination thereof. Revise the language to specifically state what
8 the enhancement will be in order for staff to implement it.

9 **C. Adds Section 3.6.8.1(e) related to Landscape Yards (Buffers) to the “Variances and
10 Waivers” section of the Agreement with the following language.**

11 Section 30-332 to allow the installation of a single ten (10) foot wide Type A
12 landscape separation between differing land-use intensities within subdistricts.
13 The **bona fide need** is to allow for the uniform master development of the Project
14 to meet market needs. The **significant enhancement** to be provided by the
15 Developer is that the Developer will provide enhanced landscaping in the Type A
16 landscape, specifically by increasing the landscaping equal to or above 125% of
17 the minimum required by the Land Development Regulations as measured by
18 quantity, height, caliper inches or some combination thereof.

19 Staff comment:

- 20 • The City’s landscape code requires 10 to 20-foot wide landscape yards
21 (buffers) between commercial and residential uses per Section 34-394 of the
22 Code. In the instances where a Type B (20-feet) buffer would have been
23 required, the developer proposes installing a significantly enhanced Type A
24 (10-feet) landscape buffer, providing a minimum of 125% of the landscaping
25 that would otherwise have been required by Code.
- 26 • The developer did not address Section 33-44 of the RMU Zoning standards;
27 specifically, the separate 50-foot buffers that are required between the RMU-
28 300 (multifamily) and RMU-400 (commercial) tracts described on the master
29 plan.

30 Recommendation:

- 31 • The proposed landscape enhancement is confusing. The developer stated
32 the proposed 125% landscape enhancement is based on quantity, height,
33 caliper or some combination thereof. Revise the language to specifically state
34 what the enhancement will be in order for staff to implement it.

35 **D. Adds Section 3.6.8.1(f) related to Accessory Structures within the RMU perimeter
36 50-foot setback to the “Variances and Waivers” section of the Agreement with the
37 following language.**

38 Section 28-327(c) to allow permitted accessory structures such as fences,
39 swimming pools, spas, hot tubs, screened enclosures, etc... , within the fifty (50)
40 foot building setback from road right-of-way lines. The **bona fide need** is to allow
41 for the ability of homebuyers to build outdoor activity related structures within the
42 building setback so long as such remain within the platted lot. The **significant**
43 **enhancement** to be provided by the Developer is that the Developer will provide
44 enhanced landscaping in the adjacent perimeter buffer along the US1 portion
45 directly abutting Parcel 1 (the Phase III Single Family Residential), specifically by
46 increasing the landscaping equal to or above 125% of the minimum required by
47 the Land Development Regulations as measured by quantity, height, caliper
48 inches or some combination thereof.

1 *Staff comment:*

- 2 • *There is a 50-foot building setback requirement from arterial and collector*
3 *roads. The 12 lots proposed in the Phase III single-family subdivision (located*
4 *in Parcel 1 north of the Addison Canal) are adjacent to US-1. The rear 25-feet*
5 *of each lot will encroach into the 50-foot building setback. If the subdivision is*
6 *approved as proposed then accessory structures will not be permitted in the*
7 *rear yards of these lots. Since this is only a small number of lots compared to*
8 *most of the currently planned single-family residential subdivisions it is*
9 *appropriate to grant this only to the affected lots. Otherwise, individual lot*
10 *owners have a right to request these variances if this is not put in the*
11 *Agreement.*
- 12 • *This should be restricted to apply only to the lots in Phase III located adjacent*
13 *to US-1. An exhibit should be submitted illustrating the limitation.*

14 *Recommendation:*

- 15 • *The staff has no objection to the waiver with the following changes:*
- 16 ○ *Revise the agreement to restrict accessory structures to only*
17 *encroach 25-feet into the 50-foot primary building setback adjacent to*
18 *an arterial road.*
 - 19 ○ *Submit an exhibit illustrating that the waiver is specifically for the lots*
20 *adjacent to US-1 in the Phase III single family subdivision in the RMU-*
21 *200 sub-district in Parcel 1.*
 - 22 ○ *The proposed landscape enhancement is confusing. The developer*
23 *stated the proposed 125% landscape enhancement is based on*
24 *quantity, height, caliper or some combination thereof. Revise the*
25 *language to specifically state what the enhancement will be in order*
26 *for staff to implement it.*

27 **E. Adds a new Section 3.6.9. “Phased Clearing and Stormwater Drainage**
28 **Improvements” with the following language.**

29 In conjunction with any land clearing and stormwater drainage improvement
30 activities within the Development conducted under an approved development
31 order consistent with a Class I minor improvement pursuant to Sec. 24-214,
32 Developer shall be entitled to phase the clearing and stormwater drainage
33 improvement necessary for the site’s development. Phasing plans shall clearly
34 detail the clearing and stormwater drainage improvements with associated land
35 alterations. Such plans shall include any necessary surveys for tree mitigation
36 required in conjunction with said activities and the requirements set forth in the
37 Development Agreement. Developer shall not be entitled to clear more than thirty
38 percent (30%) of any Parcel without filing a Class II application for Site Plan
39 Approval.

40 Developer shall follow industry standard means and methods for erosion and
41 sediment control systems to be utilized during the construction of these
42 improvements as set forth in City Code. All phased activities for stormwater
43 drainage improvements under this section shall be completed within twenty-four
44 (24) months of the commencement of construction. In the event that Developer
45 has not completed any improvements under a Class I application on or before the
46 end of the twenty fourth month after the commencement of construction, Developer
47 shall either apply for an extension from the City Council or return any unimproved
48 areas within the designated phased plan to natural grade.

1 Staff comment:

- 2 • The reference to Section 24-214 is incorrect and should instead reference 34-
3 214.
- 4 • It appears that the developer is requesting to obtain a site development permit
5 to clear vegetation, excavate land and store a significant amount of soil with
6 an unknown height, either develop a stormwater system shared across parcels
7 or rely solely on standard erosion control measures, and subdivide land using
8 the small scale plat process without proposing an associated final
9 development.
- 10 • **Class I versus Class II site development permit:** The developer did not state
11 the reasons for requesting the Class I permit versus Class II. Section 34-
12 214(a)(2)g of the Code states that a combination of three (3) Class I items for
13 a single project will be processed as a Class II permit. The Code further states
14 that all small scale plats and subdivisions are automatically processed as a
15 Class II permit. It is unclear how the Class I versus II permit is preferred.
- 16 • **Clearing land up to 30%:** An exhibit illustrating the “parcels” was not
17 submitted. It is unclear the extent 30% clearing of any parcel equates to without
18 knowing the size of the parcel. Clearing 30% of land could be substantial.
- 19 • **Tree preservation:** Section 30-40(b) of the Code requires the developer to
20 negotiate the preservation of trees as part of a proposed development. It is
21 unclear how this will be accomplished with a blanket clearing of 30% of a
22 parcel.
- 23 • **Permit required to clear or alter land:** Section 30-83 of the Code states, “No
24 person, firm or other entity may cut, fill, grade or in any other manner alter the
25 natural topography within the corporate limits of the City of Titusville unless
26 such activity has been approved as part of a valid development order issued
27 pursuant to these regulations. Materials and equipment required for the
28 permitted activity shall not be stored on site for longer than thirty (30) days prior
29 to commencement of the permitted activity.” The Fifth amendment will extend
30 the timeframe indefinitely.
- 31 ○ It should be noted that the regulation described in Section 30-83 was
32 the City’s response to a Code Enforcement violation related to the
33 improper storage of materials and equipment on a site in 2018. The City
34 Council clarified requirements for the storage of materials and
35 equipment prior to the commencement of permitted land development
36 activities such as filling, clearing, grubbing or excavation by adopting
37 Ordinance No. 52-2018. The Council found that improper storage of
38 materials and equipment on a site can create an attractive nuisance for
39 children; encourage vermin; and create unsightly and unsafe situations.
40 [Ord. No. 52-2018]
- 41 • **Clear cutting is prohibited:** Comprehensive Plan Conservation Element
42 Strategy 1.2.1.1 states, “The City will prevent clear cutting of land by requiring
43 new developments to integrate existing healthy non-exotic vegetation into
44 landscape plans.” A landscape plan is required to approve clear cutting. A
45 landscape plan is part of a final site development plan. Further, Section 30-32
46 of the Code describes the criteria for tree removal. Paragraph (a) states, “The
47 following criteria shall be considered by the Administrator to be justification for
48 removal of protected trees. For heritage trees, additional criteria are provided
49 in paragraph (e)... (1) Trees located in a portion of a lot or parcel in which a

1 building, driveway, sidewalk, retention area or accessory structure will be
2 constructed where redesign, including Low Impact Development (LID)
3 techniques or alternative construction methods, to avoid tree removal is not
4 feasible.” The staff is unable to determine how to negotiate the protection or
5 removal of trees based on the lack of a proposed site development plan.

- 6 ○ **Phasing plan:** A phasing exhibit or schedule was not submitted. It is unclear
7 what the City is agreeing to without this information.
- 8 ○ **Storage of soil for an unlimited time:** The storage of the soil will be for an
9 unknown period of time, possibly years. There should be a time limit for when
10 the property is to return to natural grade. The narrative describes the need to
11 store dirt on the property; yet, the amendment makes no mention of it. The
12 narrative mentions bonding the site but the amendment makes no mention of
13 it. It is not clear what will exactly be bonded.
- 14 ○ **Site plans are considered permanent:** A site development permit authorizes
15 the construction of a development that will be considered permanent. The
16 amendment does not address this scenario. The site development permit will
17 authorize the excavation of land and long term storage of mounds of soil. The
18 reconfiguration of the topography may require stormwater infrastructure in lieu
19 of standard erosion control measures.
- 20 ○ **Zoning and permitted uses:** There are additional zoning questions to
21 consider regarding the Regional Mixed Use (RMU) zoning on the property. For
22 instance, Sections 28-151 and 28-364 of the Zoning Code list outdoor storage
23 as permitted and accessory uses in certain zoning districts, which does not
24 include the RMU zoning district. Outdoor storage is defined as “The exterior
25 depository, stockpiling, or safekeeping of materials, products, merchandise,
26 vehicles, trailers, and the like on commercial or industrial properties. Outdoor
27 storage may be enclosed by a structure that includes a roof, but no side walls,
28 in which case the structure shall be deemed outdoor storage; outdoor storage
29 may involve fencing or screening without a roof in which case fencing or
30 screening shall be deemed outdoor storage...” [Chapter 37 LDR]. Finally,
31 Comprehensive Plan Conservation Element Policy 1.4.1 states “Commercial
32 mining shall not be allowed in the City of Titusville.” The excavation of land for
33 purposes of storing soil for future development with an unknown timeframe
34 may not be consistent with the comprehensive plan. A more appropriate
35 process to allow for the stock piling of soil for several years as a final
36 development order may be an amendment to the comprehensive plan and an
37 ordinance with special clearance procedures.

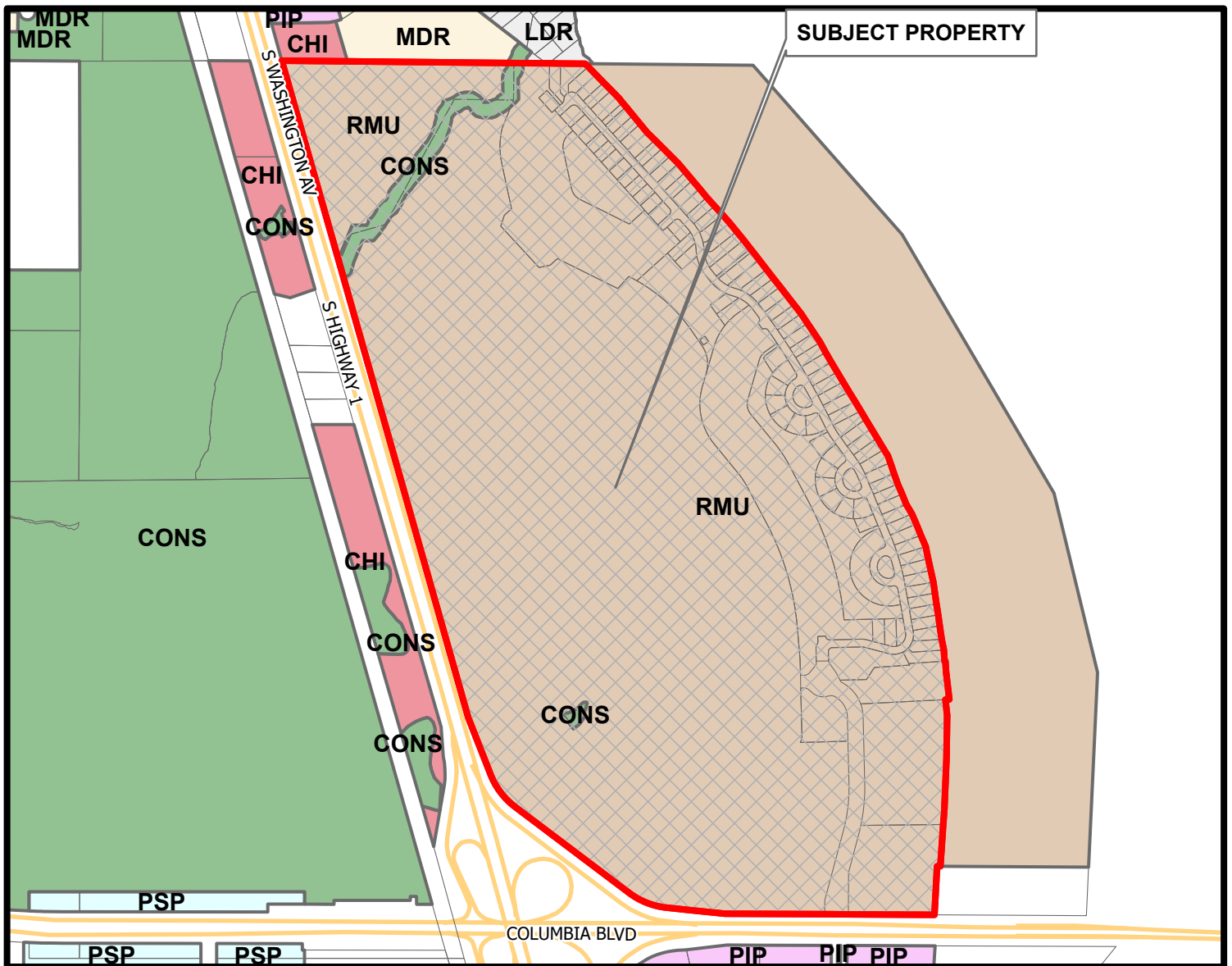
38 **Recommendation:**

- 39 • Resubmit the amendment with clarification or additional information describing
40 the purpose of the request. What is specifically to be gained from the Class I
41 versus the Class II permit? What development proposal(s) specifically will the
42 request be applicable? Submit an exhibit illustrating the proposed
43 development(s) for the staff to determine if it qualifies for a Class I permit based
44 on the criteria described in Section 34-214 of the Code. Add a maximum
45 timeframe for the storage of soil on site. Submit an exhibit describing the
46 phasing plan. Submit an exhibit describing the tree removal and preservation
47 plan that justifies the areas to be cleared. Specifically describe and list the
48 actual work to be bonded.

- 1 • *An exhibit should be submitted illustrating the proposed development for the*
2 *staff to determine if it qualifies for a Class I permit. The developer can also*
3 *seek an appeal to the Board of Adjustments and Appeals.*

4 **Recommended Action**

5 Request the applicant resubmit the FIFTH Amendment to the Tranquility Development Agreement
6 with the changes recommended by staff.

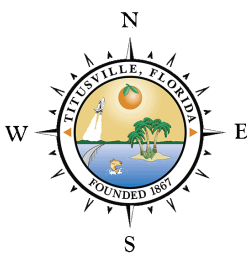


FUTURE LAND USE MAP

DA_1-2025

CHI COMMERCIAL HIGH INTENSITY	ED EDUCATIONAL	PIP PLANNED INDUSTRIAL PARK	RES-2 RESIDENTIAL-2
CLI COMMERCIAL LOW INTENSITY	IND INDUSTRIAL	PSP PUBLIC/ SEMI-PUBLIC	RMU REGIONAL MIXED USE
CONS CONSERVATION	HDR HIGH-DENSITY RESIDENTIAL	PUD PLANNED UNIT DEVELOPMENT	SMU SHORELINE MIXED-USE
DMU DOWNTOWN MIXED-USE	MDR MEDIUM-DENSITY RESIDENTIAL	REC RECREATIONAL	UMU URBAN MIXED-USE
	LDR LOW-DENSITY RESIDENTIAL	RES-1 RESIDENTIAL-1	US1 US-1 CORRIDOR

Subject



0 0.15 0.3 0.6 Miles

NOTICE OF NEIGHBORHOOD MEETING
Proposed Development Agreement Amendment

Received

NOV 03 2025

DATE: Wednesday, November 5th, 2025, at 5:30 p.m.

LOCATION: 5445 S. Washington Avenue, Titusville, FL 32780

PROJECT NAME: Tranquility (aka Antigua Bay)

City of Titusville
Development Services

PURPOSE: The purpose is to present a proposed development agreement amendment to the neighborhood and receive input

CURRENT ZONING: RMU

PROPOSED ZONING: RMU (UNCHANGED)

CURRENT FUTURE LAND USE: RMU

PROJECT LOCATION: NE corner of US1/Columbia Blvd (405) Intersection

PROJECT DESCRIPTION: Tranquility is a mixed-use project that is under an existing development agreement.

QUESTIONS & COMMENTS may be directed to:

Rodney Honeycutt

Honeycutt & Associates, Inc.

3700 S. Washington Ave.

Titusville, FL 32780

PH: (321) 267-6233



Honeycutt & Associates, Inc.
3700 S. Washington Avenue
Titusville, FL 32780

ORLANDO FL 328

31 OCT 2025 PM 5 L



1775 * 2025

TITUSVILLE, CITY OF
555 S WASHINGTON AVE
TITUSVILLE FL 32796-3551



TRANQUILITY (FORMERLY KNOWN AS ANTIGUA BAY) DEVELOPMENT AGREEMENT AMENDMENT #5

COMMUNITY ENGAGEMENT/MEETING

Meeting date November 5, 2025

1. A copy of the Community Engagement/meeting notice is attached, Exhibit A.
2. A list of the names and addresses that were notified by mail is attached, Exhibit B.
3. The sign-in sheet from the community engagement/meeting is attached, Exhibit C.
4. The proposed development agreement changes were explained to the attendee.
5. There was considerable discussion about the Tranquility Development single-family portion of the project, as the attendee is a residential lot owner. The attendee expressed no concern with the proposed changes to the Development Agreement amendment (#5). There was one (1) telephone call in response to the meeting notice. The purpose & scope of the Development Agreement was explained to the caller. There were no emails in response to the notice of the community/neighborhood meeting.

Developer requests this Fifth Amendment to the Development Agreement to address several issues that have arisen during the course of developing the only mixed-use Master Planned community under the RMU zoning district within the City.

First, Developer requests that the maximum overall height permitted under the Development Agreement be amended and updated to match the maximum overall height permitted within the City's Height Overlay District which encompassed the entire project area. Notably, Developer only requests that the project be allowed to utilize the additional height of the Height Overlay District—a district which the City unilaterally placed the subject property into—in those districts zoned RMU 300 and RMU 400. The area would not include those parcels of land in the RMU 100 and RMU 200 districts nor any portion of the project within 250 feet of the northern edge of the Columbia Boulevard right-of-way. The Developer agrees to meet the restrictions contained within the existing City's codes and ordinances as it relates to the maximum height limitation within the Height Overlay District for mixed-use developments.

Next, Developer seeks a variance to allow for the utilization of the small scale plat qualifications, specifically to allow the use of water, sewer, and reuse water via the addition of service laterals or private mains for each lot to be created using the small scale plat process. Additionally, all stormwater would be treated and stored via a joint stormwater management facility. Finally, the variance would allow for access via either driveway connections or private recorded cross access easements. Allowing the use of recorded cross access easements would reduce the number of driveways connecting to the spine roads, advancing traffic safety and reducing unnecessary vehicular conflicts. In order to provide a significant enhancement to the project, the Developer has agreed to increase the landscaping provided along the spine roads internal to the project to a minimum of 125% of that which would be required by Code.

Developer also seeks a reduction in the landscape separation buffers between differing land uses abutting each other within the same subdistricts of the project. As a master planned development, the Developer seeks harmonious development of neighboring uses within the mixed use development while at the same time preserving sufficient land to provide flexibility to develop the land as the market dictates. As such, Developer has agreed to provide a single Type A landscape buffer between differing land-use intensities, as required in most instances. In the instances where a Type B buffer would have been required, Developer proposes to install a Type A significantly enhanced landscape buffer, providing a minimum of 125% of the landscaping that would otherwise have been required by Code.

Developer additionally seeks a variance from the setback requirements for building structures from the road right-of-way. Specifically, Developer requests to be allowed to

place permitted accessory structures within the applicable setback, so long as such accessory structures do not intrude into the existing required perimeter landscape buffer. This would allow for the construction of pools, screen porches, and other code permitted associated structures to be built in the backyards of the single family homes on the north side of the property. As a significant enhancement, Developer has offered to increase the landscaping provided along the adjoining perimeter landscape buffer bordering the Phase III single family development to a minimum of 125% of that which would be required by Code.

Finally, Developer seeks a clarification of the City's code to allow for the phasing of the land alterations necessary for the installation of stormwater drainage improvements and the limited clearing necessary for the construction of the same. Specifically, Developer seeks to utilize the Class I minor improvement section of the City's Site Plan process to temporarily store the dirt excavated during the construction of the drainage ponds and linear stormwater system instead of being required to export the material. If the Developer were required to export the material, the City's roads will be unnecessarily impacted by the tremendous increase of heavy trucking (and associated safety concerns with such heavy vehicles), only to have the same material being brought back to the project to balance the next phase of the project. Such results in multiple thousands of trips along the public right of ways as compared to the zero trucks that would be placed upon the City's infrastructure provided that the material stays on site. This does not constitute commercial mining as the Developer proposes that no material is to be sold or shipped off site. Additionally, to address the City's concern that "clear cutting" would not be allowed, Developer proposes to limit any clearing to no more than 30% of any individual parcel and to provide any tree mitigation required under the City code and Development Agreement. All work will be bonded, and in the event that the Developer does not complete any proposed work within 24 months of construction commencement, the Developer will be required to obtain an extension from the City Council or return the unimproved land to its natural grade.

THIS INSTRUMENT RETURNED TO:

City Clerk
City of Titusville
555 South Washington Avenue
Titusville, Florida 32796

THIS INSTRUMENT PREPARED BY:

J. Cole Oliver
Rossway Swan
1901 S. Harbor City Blvd, Ste 500
Melbourne, FL 32901

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR
TRANQUILITY (FORMERLY KNOWN AS ANTIGUA BAY) MIXED-USE
DEVELOPMENT

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, “Amendment”) is made and entered into this ___th day of _____ 2026, among Carolina Holdings II, LLC (as successor in interest to Waterfront Co-Investment Fund I, LLC) and Sunbelt Titusville Investments, LLC, a Nevada limited liability company authorized to do business in Florida (collectively, the “Developer”), whose collective address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and the City of Titusville, a Florida municipal corporation (hereinafter, the “City”), whose address is 555 South Washington Avenue, Titusville, Florida 32796.

RECITALS:

WHEREAS, the City of Titusville, Florida, a Florida municipal corporation, is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes, known as the Florida Local Government Development Agreement Act, and Sections 34-391 & 34-394, Titusville Land Development Regulations (hereinafter, “LDRs”) to enter into this binding Development Agreement with person having legal or equitable interests in real property for the rezoning and future development of such property in order to establish certainty in said process;

WHEREAS, the City and Developer have entered into that certain Development Agreement for Antigua Bay Mixed-Use Development dated October 24, 2017, and recorded on November 21, 2017 in OR Book 8031, Page 2595, Public Records of Brevard County, Florida (“Agreement”);

WHEREAS, the City and Developer have entered into that certain First Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated August 4, 2021 and recorded on August 10, 2021 in OR Book 9218, Page 1790, Public Records of Brevard County, Florida (“First Amendment”);

WHEREAS, the City and Developer have entered into that certain Second Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated December 14, 2021 and recorded on December 28, 2021 in OR Book 9369, Page 1070, Public Records of Brevard County, Florida (“Second Amendment”);

WHEREAS, the City and Developer have entered into that certain Third Amendment to Development Agreement Tranquility (Formerly Known as Antigua Bay) Mixed-Use Development dated September 27, 2022 and recorded on October 10, 2022 in OR Book 9630, Page 1189, Public Records of Brevard County, Florida (“Third Amendment”);

WHEREAS, the City and Developer have entered into that certain Fourth Amendment to Development Agreement Tranquility (Formerly Known as Antigua Bay) Mixed-Use Development dated March 10, 2023 and recorded on March 22, 2023 in OR Book 9744, Page 650, Public Records of Brevard County, Florida (“Fourth Amendment”); (hereinafter Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are collective referred to as the “Development Agreement”);

WHEREAS, the parties wish to amend the Development Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this Fourth Amendment to Developer Agreement hereby agree as follows:

1. **Effective Date.** The Effective Date of the Development Agreement remains October 24th, 2017, as amended from time to time.
2. **Maximum Overall Height.** Section 3.4 of the Development Agreement relating to the Maximum Overall Height is deleted and replaced with the Section as set forth herein:

Section 3.4. **Maximum Overall Height.** Those structure in the RMU 100 or RMU 200 Districts shall be restricted so as not to exceed 35 feet in height. Consistent with the Height Overlay District boundaries as set forth in Sec. 29-164, all other Parcels shall have a maximum height limitation of one hundred and fifty (150) feet as the development meets the criteria of a Mixed-use development under Sec 29-162 of the Land Development Regulations; however, no structure within 250 feet of the north edge of the Columbia Boulevard right-of-way shall exceed 75 feet in height per Exhibit “B”.

3. **Variances and Waivers.** Section 3.6.8.1 of the Development Agreement relating to Variances and Waivers is amended to add Sections as set forth herein:

Section 3.6.8.1. **Variances and Waivers.** Variances granted by the City under this Agreement and the significant enhancements to be provided by the Developer on which the variances are based are the following:

- (d) Section 34-143(a)(1) to allow for small scale plat qualifications by allowing the use of water, sewer, and reuse via the addition of service laterals or private mains for each lot; to allow for a joint stormwater management facility with connecting lots; providing for access for each lot via either driveway connections or private recorded easements. The bona fide need is to allow for uniform development while providing for public access and utilities without unnecessary disruption to the approved Master Plan. The significant enhancement to be provided by the Developer is that the Developer will provide enhanced landscaping along and abutting the spine roads as shown on Exhibit B, specifically by increasing the landscaping equal to or above 125% of the minimum required by the Land Development Regulations as measured by quantity, height, caliper inches or some combination thereof.
- (e) Section 30-332 to allow the installation of a single ten (10) foot wide Type A landscape separation between differing land-use intensities within subdistricts. The bona fide need is to allow for the uniform master development of the Project to meet market needs. The significant enhancement to be provided by the Developer is that the Developer will provide enhanced landscaping in the Type A landscape, specifically by increasing the landscaping equal to or above 125% of the minimum required by the Land Development Regulations as measured by quantity, height, caliper inches or some combination thereof.
- (f) Section 28-327(c) to allow permitted accessory structures such as fences, swimming pools, spas, hot tubs, screened enclosures, etc... within the fifty (50) foot building setback from road right-of-way lines. The bona fide need is to allow for the ability of homebuyers to build outdoor activity related structures within the building setback so long as such remain within the platted lot. The significant enhancement to be provided by the Developer is that the Developer will provide enhanced landscaping in the adjacent perimeter buffer along the US1 portion directly abutting Parcel 1 (the Phase III Single Family Residential), specifically by increasing the landscaping equal to or above 125% of the minimum required by the Land Development Regulations as measured by quantity, height, caliper inches or some combination thereof.

4. Phased Clearing and Stormwater Drainage Improvements. Section 3.6.9 is hereby added to the Development Agreement as set forth herein:

3.6.9. Phased Clearing and Stormwater Drainage Improvements. In conjunction with any land clearing and stormwater drainage improvement activities within the Development conducted under an approved development order consistent with a Class I minor improvement pursuant to Sec. 24-214, Developer shall be entitled to phase the clearing and stormwater drainage improvement necessary for the site's development. Phasing plans shall clearly detail the clearing and stormwater drainage improvements with associated land alterations. Such plans shall include

any necessary surveys for tree mitigation required in conjunction with said activities and the requirements set forth in the Development Agreement. Developer shall not be entitled to clear more than thirty percent (30%) of any Parcel without filing a Class II application for Site Plan Approval.

Developer shall follow industry standard means and methods for erosion and sediment control systems to be utilized during the construction of these improvements as set forth in City Code. All phased activities for stormwater drainage improvements under this section shall be completed within twenty-four (24) months of the commencement of construction. In the event that Developer has not completed any improvements under a Class I application on or before the end of the twenty fourth month after the commencement of construction, Developer shall either apply for an extension from the City Council or return any unimproved areas within the designated phased plan to natural grade.

5. Counterparts; Facsimile Copies. This Amendment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original. Facsimile or pdf copies of the Amendment and any signatures thereon shall be considered for all purposes as originals.

6. Captions and Headings. Captions and paragraph headings contained in this Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Amendment nor the intent of any provision hereof.

7. Ratification. All other terms, conditions, and effective dates of the Agreement, as amended, are hereby ratified and confirmed in full and shall remain in full force and effect.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Development Agreement is being executed by the parties as of the Effective Date.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

CAROLINA HOLDINGS II, LLC, a Nevada
limited liability company authorized to do business
in Florida

Sign: _____
Print Name: _____

By: _____
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

Sign: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this _____ day of _____, 2026, by William G. Allen, the Manager of CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is [] personally known to me or has [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

SUNBELT TITUSVILLE INVESTMENTS,
LLC, a Nevada limited liability company authorized
to do business in Florida

Sign: _____
Print Name: _____

By: _____
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

Sign: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this _____ day of _____,
2026, by William G. Allen Manager of SUNBELT TITUSVILLE INVESTMENTS, LLC, a Nevada limited
liability company authorized to do business in Florida, on behalf of the limited liability company. He is
[] personally known to me or has [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida

CITY:

CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Sign _____
Print Name: _____

By: _____
Andrew Conners, as Mayor
Address: 555 S. Washington Ave.
Titusville, FL 32780

Sign _____
Print Name: _____

(CITY SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this _____ day of _____, 2026, by Andrew Conners, as Mayor of the CITY OF TITUSVILLE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He is [] personally known to me or has [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida

ARTICLE IX. HEIGHT OVERLAY

Sec. 29-160. Short title.

The purpose of this overlay district is to provide regulations and rules that will allow for additional height in a manner which creates more opportunities for in-fill redevelopments and mixed-use development while considering impacts to existing neighborhoods by directing increased building height and intensities to major transportation corridors. The provisions of this article are in addition to, not in lieu of, other provisions of this Code.

(Ord. No. 50-2018, § 1, 11-13-18)

Sec. 29-161. Overlay districts.

Where development is located in other overlay districts (i.e. Community Redevelopment Area, Floodplains District, etc.), development shall also be in accordance with those districts, except as described in Article IX, Height Overlay.

(Ord. No. 50-2018, § 1, 11-13-18)

Sec. 29-162. Maximum building height.

- (a) For properties located within the Riveredge Drive Small Area Plan, the maximum building height shall be governed by the Small Area Plan.
- (b) Properties abutting single-family residential uses:
 - (1) Shall be limited to no more than thirty-five (35) feet higher than the abutting single-family structure.
 - (2) Properties abutting vacant single-family residential zoning district shall be limited to no more than thirty-five (35) feet higher than the maximum height permitted in the single-family zoning district.
- (c) Single-family residential shall be limited to the height established by the zoning district.
- (d) Multifamily and commercial properties shall be limited to six (6) stories or seventy-five (75) feet whichever is greater, except as noted in (e) below.
- (e) **Mixed-use development may increase height to one hundred and fifty feet (150) feet provided the development meets the criteria below:**
 - (1) Includes buildings with a minimum of two (2) uses, such as multi-family and commercial, or a hotel and commercial. Commercial uses shall serve the general public. Examples of commercial uses include, but are not limited to, restaurants and/or retail uses. Commercial uses should be located with easy access to the public the use is intended to serve. In buildings in which the lowest floor is parking, commercial uses, which are provided on the second floor shall be considered to meet this requirement.
 - (2) Provides a public walkway and associated amenities along the length of the property's waterfront on the Indian River Lagoon shoreline. The public walkway shall meet the following minimum standards:

-
- a. Minimum twelve (12) feet in width. If located adjacent to ground floor commercial, the minimum width shall be fifteen (15) feet.
 - b. Outdoor seating is provided.
 - c. Shade is provided. The preferred method for providing shade is the planting of overstory trees that have a wide canopy when mature. The minimum size of trees at the time of planting shall be three (3) inches diameter at breast height (dbh).

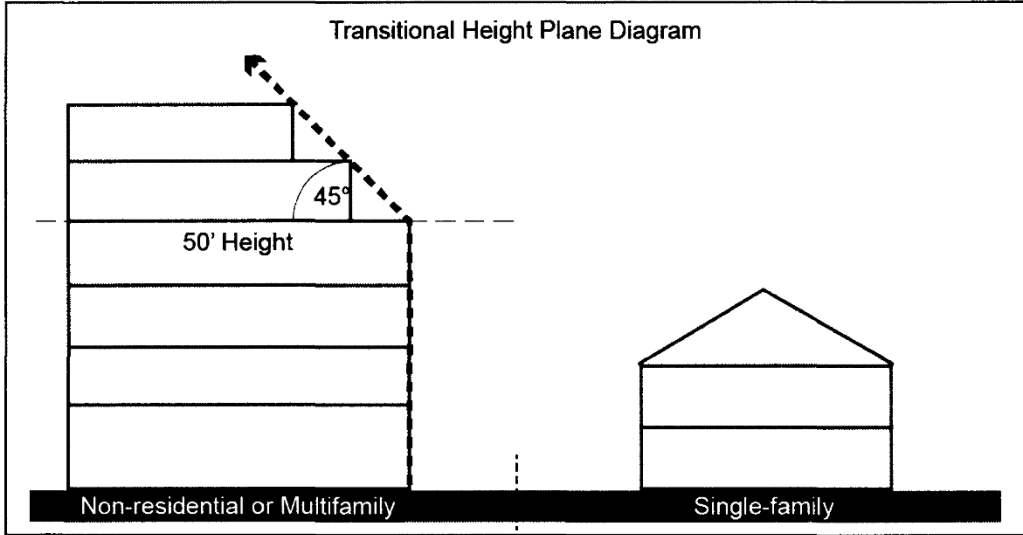
If the planting of trees is not possible, as determined by the administrator, shade structures may be utilized provided they meet the criteria below:

1. The shade structures shall be of a similar design to the building(s) and complement the development in terms of materials, scale, color, and lighting.
 2. The shade structures shall be so designed and located so that pedestrian circulation is not impeded.
 3. The shade structures shall be oriented and placed to provide shade on the outdoor seating areas and the pedestrian circulation paths.
- d. Pedestrian-scaled lighting is provided.
- (f) For purposes of this section, zoning classifications for which no maximum height standard has been established shall not be limited to the maximum height established by the height overlay.

(Ord. No. 50-2018, § 1, 11-13-18; Ord. No. 13-2019, § 1, 5-14-19)

Sec. 29-163. Transitional height plane.

- (a) The purpose of a transitional height plane is to accommodate incremental growth and minimize impacts to adjacent properties. The transitional height plane minimizes the impacts on adjacent properties as it relates to massing and shading.
- (b) A transitional height plane shall apply to:
 - (1) Nonresidential, or multifamily buildings that are greater than fifty (50) feet in height.
 - (2) Multi-use buildings that are greater than seventy-five (75) feet in height.
- (c) No portion of a nonresidential, or multifamily building shall protrude into a transitional height plane.
- (d) The transitional height plane shall begin at a point fifty (50) feet or seventy-five (75) feet for mixed use buildings, above any side setback line or front or rear property line, and then extend at an upward angle of forty-five (45) degrees over the lot of the nonresidential, or multifamily building.
- (e) Transitional zones shall not be required along property lines that abut publicly owned parks or major water bodies.
- (f) This transitional height plane requirement shall supersede additional setbacks required for structures over thirty-five (35) feet in height required in by the underlying zoning within the height overly district. For example, if the underlying zoning district requires additional setbacks for buildings above thirty-five (35) feet in height, the transitional height plane shall prevail, and the building may be up to fifty (50) in height at the required setbacks before beginning to set the building back at a forty-five-degree angle as described in this section.

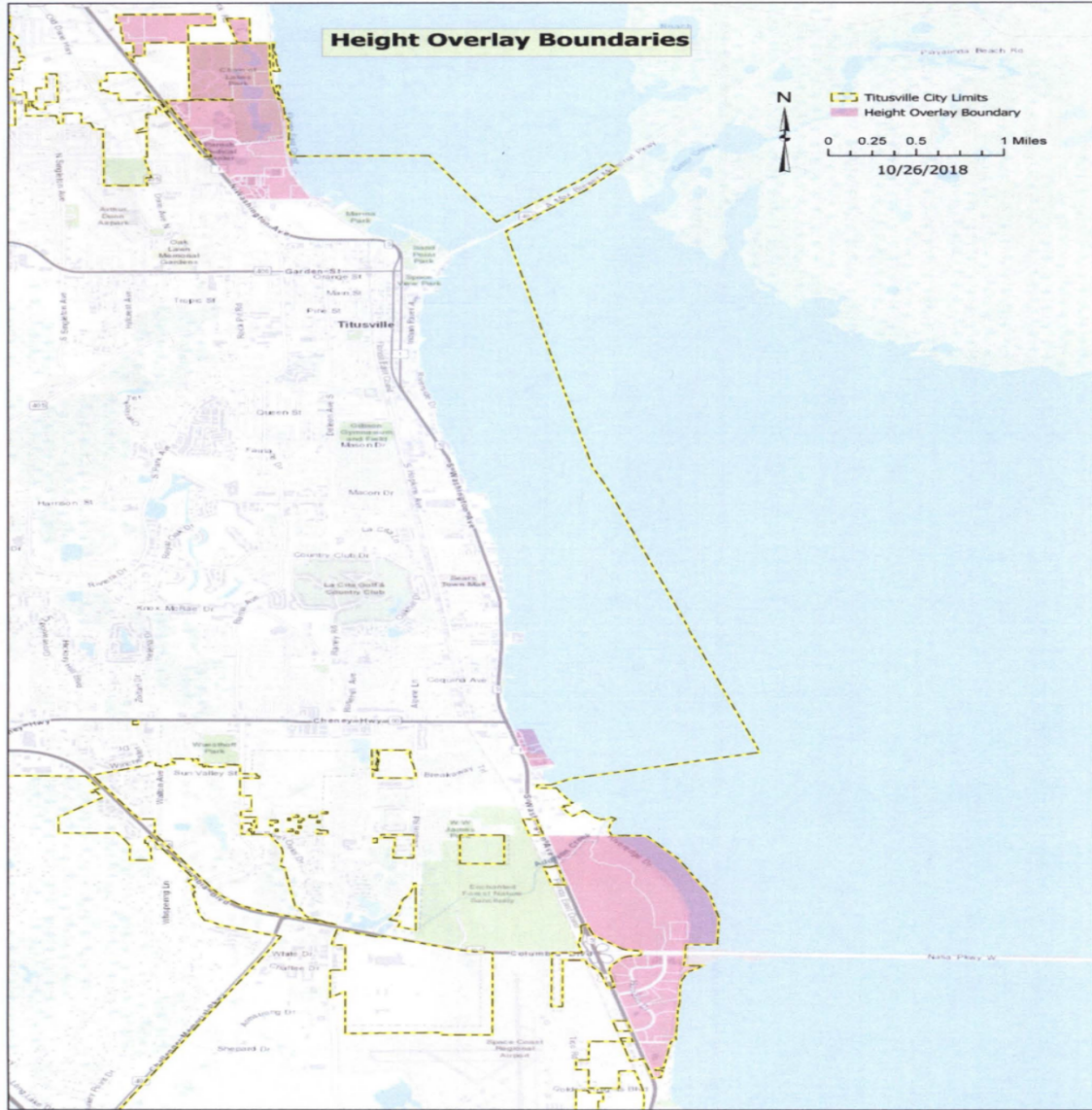


(Ord. No. 50-2018, § 1, 11-13-18; Ord. No. 13-2019, § 2, 5-14-19)

Sec. 29-164. Height Overlay District.

The map below illustrates the boundaries of the Height District, which is described as follows:

- East of U.S. 1, Buffalo Road north to the northern City limits; and
- East of U.S. 1, between Cheney Highway and Kennedy Point Park; and
- East of U.S. 1, south of the terminus of Riveredge Drive to the southern City limits.



(Ord. No. 50-2018, § 1, 11-13-18)

(Supp. No. 18, Update 1)

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Sec. 30-332. Required landscape yards.

- (a) Required landscape yard type establishes when a landscape yard is required for differing land use intensities. Only the proposed development or redevelopment shall be required to provide the buffer. In a platted subdivision, the required landscape yard shall be located in a separate tract or common area to be maintained by the Homeowners Association. The applicant shall install the type of landscape yard indicated in the Required Landscape Yard Type Table.

Table 30-8 Required Landscape Yard Type (See Landscape Yard Standards Table 30-9)								
		Existing Development						
		SFR	MFR	CD	ID	Arterial or Collector Buffer ²	I-95 Buffer ²	Public R.O.W. ²
Proposed Development ¹	SFR	B	B	B	C	D	E	B
	MFR	B	B	B	B	D	E	B
	CD	A	A	A	A	D	E	B
	ID	A	A	A	A	D	E	B ³

¹ SFR = Single-Family Residential Subdivision; MFR = Multifamily Residential; CD = Commercial Development; ID = Industrial Development;
² Arterial or Collector Buffer, I-95 Buffer and Public R.O.W. buffer per Sec. 30-335 Exhibit A, Arterial and collector roads as shown in Section 9.3, Roadway Classification Map of the City of Titusville.
³ Properties zoned Industrial (M-2) abutting Golden Knights Boulevard shall be required to provide a fifty-foot buffer meeting the requirements of a Type E buffer as provided in Table 30-9, Landscape Yard Standards and the requirements of Section 30-339(h), Visual buffer and screening requirements, Golden Knights Boulevard.

- (1) If adjacent property is vacant, the current zoning designation shall be used to determine the minimum landscaping requirements along that property line.
 - (2) Section 28-07 allows a ten-foot landscape yard in the Downtown Mixed-Use Comprehensive Plan Land Use category as set forth per Chapter 27, General provisions, Article IV, Future Land Use/Zoning Matrix Standards and Chapter 29, Special districts and overlays, Article VIII, Special land use standards, Division 3, Downtown Mixed-Use future land use.
- (b) Note: Additional standards applicable to the Downtown Mixed-Use (DMU) zoning district are specified in Division 10, Subdivision 8, Downtown Mixed-Use (DMU) Landscape Standards of this chapter.
- (Ord. No. 54-2018, § 2, 12-11-18; Ord. No. 2-2022, § 4, 1-25-21; Ord. No. 16-2024, § 3, 6-11-24)

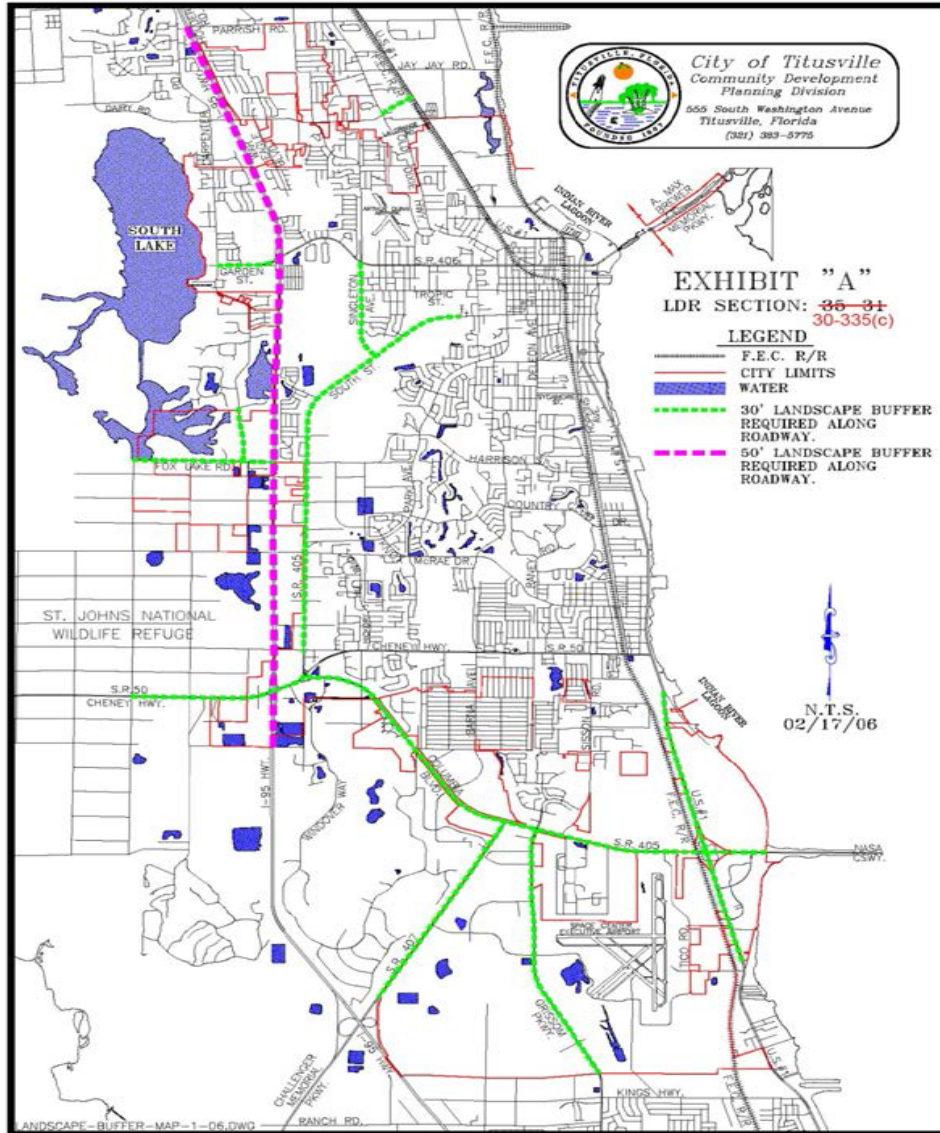
Sec. 30-335. Description of landscape yards.

- (a) There are five (5) types of landscape yards. The landscape yard standards table illustrates a typical landscape yard and shows the minimum width and number of trees and/or plants required per two hundred (200)

linear feet for each landscape yard. Each landscape yard type provides several plant material options. The applicant may either plant new trees or plants or preserve existing trees or plants within the required buffer that meet the requirement of this section.

Table 30-9: Landscape Yard Standards					
Type	Minimum Width (Feet)	Minimum Plant Materials (per linear foot)			
		Overstory	Coniferous	Understory	Understory shrub
A	10	4/200'	2/200'	1/200'	1/15'
B	20	4/200'	2/200'	1/200'	1/15'
C	30	4/200'	2/200'	1/200'	1/15'
D ¹ Arterial buffer	30	4/200'	2/200'	1/200'	1/15'
E ² I-95 Buffer	50	4/200'	2/200'	1/200'	1/15'
¹ Substitution	Reduce to 20-ft width minimum with a 6-ft decorative masonry wall.				
² Substitution	Reduce to 20-ft width minimum with a 10-ft decorative masonry wall.				
F = Fence W = Wall B = Berm					
Fences, Walls, or Berms shall meet the criteria for visual buffer and screening requirements in Section 30-339.					

- (b) Note: Standards applicable to the Downtown Mixed-Use (DMU) zoning are specified in Division 10, Subdivision 8, Downtown Mixed-Use (DMU) Landscape Standards, of this chapter.
- (c) Exhibit A: Buffers



(Ord. No. 2-2022, § 5, 1-25-21)

(Supp. No. 18, Update 1)

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DIVISION 4. SMALL-SCALE PLAT

Sec. 34-141. Intent.

The approval of a small-scale plat is intended to be an administrative process for the division, or creation of lots in any zoning district not requiring the creation of new streets or rights-of-way. The process provides for the division of a limited number of lots with minimal need for public facility improvements, and access provided by existing public streets or private ways. This section is also designed to provide for infill in areas of the City currently served by adequate public facilities and services through a streamlined approval process. It is further intended to encourage the application and review of said divisions for the standards and requirements contained within these regulations while minimizing the costs of division review and the imposition of unnecessary requirements. For purposes of this article a small-scale plat will be defined as follows: is defined as the division of a single parcel of land into three (3) but less than ten (10) lots meeting the requirements of Section 34-113. Per Florida Statute Chapter 177 the division of land into three (3) or more lots requires the subdivider to follow the platting process.

Sec. 34-142. Application.

- (a) Small-scale plat. Application for a small-scale plat shall be made on forms provided by the Administrator and shall provide the information set forth in the Development Review Procedures Manual, Section 10.1. The Administrator shall have fifteen (15) working days to review said application and either approve, approve with conditions or deny said request. The findings of the Administrator shall be forwarded to the applicant in writing and, in the case of approval with conditions, shall be agreed to by the applicant in writing within ten (10) days of the receipt of said findings, except that the division shall be forwarded to City Council with staff recommendation for approval, approval with conditions or denial.
- (b) The subdivision of land that does not meet the qualifications outlined in Section 34-113 must follow the subdivision requirements in Article III, Subdivision requirements.

Sec. 34-143. Small-scale plat qualifications.

(a) To qualify for a small-scale plat the following conditions must be met:

- (1) In all zoning districts, except as provided for below, where improvements being proposed do not exceed the following criteria:
 - a. Water, sewer and reuse can be provided by the addition of service lateral only for each lot being proposed (no main extensions required).
 - b. A stormwater management facility can be provided independent of any other created or existing lot. Each lot must have its own legal positive outfall. If the proposed lot(s) to be created is part of a previously approved development with a stormwater management system in compliance this requirement may be waived. It is the applicant's responsibility to provide documentation validating the stormwater system rights.
 - c. There is a reasonable buildable area that does not have any adverse impacts to wetlands, threatened/endangered species or any environmental concerns.

d. Lots cannot be subdivided/split in such a way as to increase development density or intensity in a special flood hazard area.

e. Access for each lot will be from a driveway connection only. There is no public street or private way extension(s) required.

f. The proposed lot(s) to be created does not require any dedication of areas to the public.

(2) No property may be divided in a manner which would result in any lot having an area less than that required by the zoning district in which it is located.

(Ord. No. 18-2021, § 7, 8-10-21)

Sec. 34-144. Approval.

(a) *Small-scale plat approval.* The small-scale plat approval will follow the procedure outlined in Section 34-172 with exception that a site plan is not required and there are no right-of-way dedications.

(b) *Disapproval.* If the division is disapproved, the Administrator shall within ten (10) days furnish the applicant with a written statement of the reason for disapproval.

(Ord. No. 15-2025, § 7, 5-13-25)

Sec. 34-145. Recording.

Recording of a small-scale plat. Upon approval of the small-scale plat by the City Council, recordation of all approved documents shall be in accordance with Chapter 34, Procedures, Article III, Subdivisions, Division 8, Plat Endorsement, Recording.

(Ord. No. 31-2017, § 32, 10-24-17)

Secs. 34-146—34-150. Reserved.

Sec. 28-327. Regional Mixed-Use (RMU).

Regional Mixed-Use (RMU)			
<i>(a) Purpose</i>			
<p>The Regional Mixed-Use District (RMU) is established as a special district for the purpose of establishing a zoning category to facilitate development of a regionally mixed-use development that can accommodate a variety of land uses. This district is intended to be a Master Planned development and to allow the integration of uses so that all uses are developed into a harmonious fabric. This zoning district permits a mixture of recreation, open space areas, tourist, residential, office, retail, commercial, industrial park and marina uses within a single integrated development. It is intended to assure that the project shall be developed with the highest aesthetic standards of the City of Titusville, and to create a pleasant and attractive physical environment which will contribute to the work, living, shopping and recreation experiences of the occupants. The RMU district may permit any combination of residential, multifamily, commercial, industrial, park and recreation and public uses within a single Master Plan development. Recorded Covenants shall be required to ensure that integrated design standards within individual projects shall be provided. Site/development and projects shall be required to be designed so as to ensure compatibility. Developments within the RMU zoning district shall also meet the regulations established in Chapter 33, Article IV.</p>			
<i>(b) Use Standards</i>			
See Chapter 28 Article IV and Article V			
<i>(c) Intensity and Dimensional Standards</i>			
Lot area, minimum (sq. ft.)	None		
Lot width, minimum (ft.)	None		
Density (du/ac)		MAXIMUM	MINIMUM
	RMU-100	None	None
	RMU-200	Per Comp. Plan	Per Comp. Plan
	RMU-300	40	10
	RMU-400	Resort/Timeshare: 40	Resort/Timeshare: 10
		Commercial: 50% lot coverage/3.0 Floor Area Ratio	None
RMU-500	50% lot coverage/1.0 Floor Area Ratio	None	
Floor area per dwelling unit, minimum (sq. ft.)	None		
Building coverage, maximum (% of lot area)	None, except as referenced above		
Lot coverage, maximum (% of lot area)	None, except as referenced above		
Height, maximum (ft.) ¹	RMU-100: None		
	RMU-200: Residential 35, Non-Residential 50		
	RMU-300: 50; however, multistory apartment and condominium complexes to include time shares and mixed use may have a maximum height of one hundred (100) feet		

	RMU-400: 50
	RMU-500: 50
Front yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 25
	RMU-300: 25 ²
	RMU-400: 25
	RMU-500: 25
Side corner yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 20
	RMU-300: 20 ²
	RMU-400: 15
	RMU-500: 20
Interior side yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 10
	RMU-300: 10 ²
	RMU-400: 10
	RMU-500: 10
Rear yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 25
	RMU-300: 25 ²
	RMU-400: 25
	RMU-500: 20
Accessory Use Development Standards	See Chapter 28 Article VII

Building setbacks from road right-of-way lines. In addition to other required setbacks and buffer areas, all buildings within a RMU district shall have the following minimum setback from the road right-of-way (ROW):

<i>RMU District</i>	<i>Arterial ROW</i>	<i>Collector ROW</i>	<i>Local ROW</i>
RMU-100	None, use building setback above	None, use building setback above	None, use building setback above
RMU-200	50 feet	50 feet	None, use building setback above
RMU-300	50 feet	50 feet	None, use building setback above
RMU-400	50 feet	50 feet	50 feet
RMU-500	100 feet	100 feet	50 feet

NOTES:

¹ There may be additional height restrictions required by the Federal Aviation Administration (FAA) that may prevent structures from obtaining their maximum height due to the City of Titusville's proximity to the Kennedy Space Center and surrounding Airports/Airparks.

² Multistory apartment structures which exceed thirty-five (35) feet in height shall provide one (1) additional foot of setback in all required setbacks for each foot of building height above thirty-five (35) feet.

No building or structure (excluding fences or walls and signs) shall be allowed within the setback areas. Landscaping, stormwater retention, sidewalks, and parking are permitted within the building setback area.

Sec. 34-214. Application classifications and review schedules.

(a) Applications for site plan and subdivision review are divided into two (2) classifications as follows. The Administrator shall make the final decision on the assignment of each application to a specific classification.

(1) Class I minor improvement applications shall include:

- a. Commercial/industrial landscape improvement.
- b. Clearing permit.
- c. Stormwater drainage improvement, such as swales.
- d. Service lateral repair or upgrade.
- e. Drives and walks accessory to an existing structure.
- f. Resurfacing and/or restriping of previously approved parking areas.
- g. New parking lots of less than one thousand (1,000) square feet.
- h. Additions to nonresidential or multifamily residential structures where the addition is less than one thousand (1,000) square feet or less.
- i. [Reserved.]
- j. A single item improvement not included in a Class II application such as a trash enclosure, a sidewalk, a driveway connection, etc.

(2) Class II applications shall include:

- a. New construction, expansions or additions to existing nonresidential or multifamily development that will have one thousand (1,000) square feet or more of floor area and its required parking.
- b. Paving of parking lots not previously paved.
- c. New parking lots or additions to parking lots one thousand (1,000) square feet or more.
- d. All new multifamily developments.
- e. Small-scale plat with previously permitted streets and/or utilities (potable water, sanitary sewer, stormwater management).
- f. All subdivisions.
- g. A combination of three (3) or more Class I items for a single project.

(b) For each class of development the review times shall be as specified on the following table. Review times noted are for each individual submittal and not the entire review period. Applications requiring resubmittal based on comments from staff will be subject to these time frames for each subsequent review. All review times are calendar days. The review times listed below are guidelines and may be adjusted by the Administrator.

Action	Class I	Class II
Pre-Application	N/A	7 days
Lot Split and Small-Scale Plat	15 days	15 days
Preliminary Plat	N/A	15 days
Site Plan/Site Engineering	N/A	30 days

Preliminary Plat and Site Plan Submitted Simultaneously Per Division 9, Procedure for Issuance of Building Permits Prior to Approval of Final Plat	N/A	30 days
Final Plat	N/A	15 days

(Ord. No. 21-2020, § 1, 11-10-20; Ord. No. 18-2021, § 8, 8-10-21; Ord. No. 15-2025, § 16, 5-13-25)

Sec. 33-44. Height, yard and area requirements.

- (a) The regulations pertaining to density are specified in Chapter 28, Zoning, Article V, Zoning District Standards, of these regulations.
- (b) Buffers. In addition to the buffers set forth in Chapter 30, Development Standards, Article II, Improvements, Division 10 Landscaping, the following shall be required:
 - (1) The following buffers shall be required between abutting RMU districts. Each tract/subdivision shall provide fifty (50) percent of the required area of this buffer. The buffer area shall be required to be platted as a buffer. In the event a tract's zoning is changed and a larger buffer area between RMU districts is required, the tract requesting the zoning change shall be required to make up the difference.

Buffer Requirement Between Districts in Feet					
	RMU-100 Public uses	RMU-200 Single-family	RMU-300 Multifamily	RMU-400 Commercial/office use	RMU-500 Industrial Park uses
RMU-100 Public uses	0	0	0	0	25
RMU-200 Single-family	0	0	50	50	500 feet ¹ See note at the end of this table
RMU-300 Multifamily	0	50	0	50	500 feet ¹ See note at the end of this table
RMU-400 Commercial/office use	0	50	50	0	25
RMU-500 Industrial Park uses	25	500 feet ¹ See note at the end of this table	500 feet ¹ See note at the end of this table	25	0

¹ Note: Industrial uses shall not be located abutting and/or adjacent to any residential district (RMU-200 and RMU-300) and/or uses. Within and without residential and Industrial districts shall be required to be separated by a buffer area or another district with a minimum separation from boundary to boundary of five hundred (500) feet.

- (2) Included in buffer areas shall be areas indicated for landscaping, sidewalks, boardwalks, utilities, open space, street furniture, and lighting. No parking or buildings shall be allowed in the buffer areas.
- (3) A road right-of-way and/or driveway shall not be used as a buffer between districts unless said road right-of-way or driveway meets the following criteria:
 - a. Regardless of the roadway category, said right-of-way or driveway shall be required to be a minimum of one hundred (100) feet in width.
 - b. The right-of-way or driveway shall be required to have a landscape median in the middle with a minimum width of fifteen (15) feet separating the travel lanes the full length between districts/uses. Landscaping in this median shall extend the full length of the median and shall not be only ground cover but shall include trees, flowers, shrubs, etc. The City of Titusville Landscape Inspector approval of the final landscaping design of this median area shall be required. The property owner association shall bear all responsibility for maintaining this landscape median.
 - c. See Section 33-45(d) for graphic illustration.

Sec. 30-40. Tree survey required before permit.

- (a) Before obtaining a clearing and grubbing permit, building permit, preliminary plat approval or site plan approval, in addition to other requirements set out in these regulations all applicants shall submit a survey provided by a registered land surveyor, landscape architect or Florida Nursery Growers and Landscaping Association (FNGLA) certified horticulture professional detailing the information shown below.
- (b) As a condition of granting a permit, the developer shall work with staff to adjust the proposed layout to achieve preservation of healthy native trees where feasible. The developer shall be required to consider, and where feasible, implement the recommendations of staff regarding the redesign of the site and utilize low impact development methods to preserve such trees.
- (c) Tree survey requirements.
 - (1) For commercial, industrial, and non-residential subdivision developments five (5) acres or less, residential subdivisions, and other developments voluntarily satisfying the minimum preserved and total canopy area requirements, the applicant shall provide the following:
 - a. A survey of trees and a sampling of understory vegetation prepared by a Florida registered land surveyor, Florida licensed landscape architect, or Florida Nursery Growers and Landscaping Association (FNGLA) certified horticultural professional that lists the tree species, dbh, and quantity of each tree species with fourteen-inch dbh and greater in the development area. Smaller size trees may be shown in order to meet landscape planting requirements. A general description of the understory species and coverage shall be provided.
 - b. The survey shall also include a sampling of vegetation that is representative of the species diversity and distribution throughout the interior of the site as follows: one hundred (100) feet by one hundred (100) feet sample areas at the rate of one (1) sample area per three (3) acres of development area. An inventory in each sample area shall list all trees six-inch dbh and greater, and show their species, quantity, and dbh. The City reserves the right to request additional sample areas based on site conditions.
 - (2) For commercial, industrial, and non-subdivision residential developments greater than five acres that do not meet the minimum preserved and total canopy area requirements, the applicant shall submit a survey prepared by a Florida registered land surveyor, Florida licensed landscape architect, or Florida Nursery Growers and Landscaping Association (FNGLA) certified horticultural professional detailing the following:
 - a. An aerial photograph of the subject property which indicates where the streets and utilities are planned and which trees are proposed to be removed.
 - b. Written evaluation of the number of trees to be removed and any reasons for the proposed layout. All trees twelve (12) inches dbh and greater proposed to be removed shall be flagged or painted in the field.
 - c. The location of all mitigation size trees twenty (20) inches dbh and greater, as located by a Florida registered land surveyor, Florida licensed landscape architect, or Florida Nursery Growers and Landscaping Association (FNGLA) certified horticultural professional.
 - d. The location of trees six (6) inches dbh and greater in buffer areas or twenty (20) feet from property lines.

(Ord. No. 20-2021, § 9, 9-28-21; Ord. No. 3-2022, § 2, 2-22-22; Ord. No. 15-2025, § 2, 5-13-25)

THIS INSTRUMENT RETURNED TO:

City Clerk
City of Titusville
555 South Washington Avenue
Titusville, Florida 32780

THIS INSTRUMENT PREPARED BY:

John H. Evans
John H. Evans, P.A.
1702 South Washington Avenue
Titusville, Florida 32780

Property Appraiser's Identification #s:
22-35-35-00-2 (Account #2224722)
22-35-35-00-1 (Account #2217908)
22-35-35-00-755 (Account #2224723)

DEVELOPMENT AGREEMENT
FOR
ANTIGUA BAY MIXED-USE DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Development Agreement") is made and entered into this 24th day of October, 2017, (the "Effective Date") among Waterfront Co-Investment Fund I, LLC, a North Carolina limited liability company authorized to do business in Florida and Sunbelt Titusville Investments, LLC, a Nevada limited liability company authorized to do business in Florida (hereinafter, collectively, the "Developer"), whose collective address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and the City of Titusville, a Florida municipal corporation (hereinafter the "City"), whose address is 555 South Washington Avenue, Titusville, FL 32780.

RECITALS:

WHEREAS, the City of Titusville, Florida, a Florida municipal corporation, is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes, known as the Florida Local Government Development Agreement Act, and Section 34-391, Titusville Land Development Regulations (hereinafter "LDRs") to enter into this binding Development Agreement with persons having legal or equitable interests in real property for the rezoning and future development of such property in order to establish certainty in said process; and

WHEREAS, the Developer and the City desire to enter into a Development Agreement to set forth distinct development guidelines and parameters of future development of the Project based on the terms of this Development Agreement; and,

WHEREAS, Waterfront Co-Investment Fund I, LLC, a North Carolina limited liability company and Sunbelt Titusville Investments, LLC, a Nevada limited liability company are, collectively, the legal Owners of certain Real Property (hereinafter the "Real Property") located in the City of Titusville, County of Brevard, Florida more particularly described in **Exhibit "A,"**; and,

WHEREAS, said Real Property constitutes approximately 345.9 acres of property within the southeast area of the City of Titusville; and,

WHEREAS, the Developer desires to develop the Real Property with a combination of residential, multi-family, and commercial uses in a manner which will contribute to the work, living, shopping and recreation experiences of the residents to be known as “Antigua Bay” (the “Project”); and,

WHEREAS, the Developer and the City now desire to enter into a new Development Agreement to set forth development guidelines and parameters of future development of the Project based on the terms of this Development Agreement; and,

WHEREAS, all parties hereto have, without duress, voluntarily entered into this Development Agreement.

NOW, THEREFORE, the parties desiring to be legally bound hereby agree as follows:

1. PROPERTIES SUBJECT TO THIS AGREEMENT

The Real Property set forth in attached **Exhibit “A”** shall be held, transferred, sold, conveyed, occupied, and developed in the future subject to this Development Agreement. The Real Property described in attached **Exhibit “A”** is owned by Developer.

2. DURATION OF AGREEMENT

The term of this Development Agreement shall be five (5) years beginning on the Effective Date with the right of the Developer to request further extensions. The procedure for the extension shall be in accordance with the provisions of LDR 34-395. On the date it is approved by the City Council, this Agreement shall supersede and replace the Sandy Pointe Mixed Use Development Agreement recorded in Official Records Book 5775, Page 8944, Public Records of Brevard County.

3. REGIONAL MIXED-USE ZONING AND INTENSITY OF USE

Section 3.1. Zoning District. The Real Property is located within the Regional Mixed-Use (RMU) zoning district. The Master Development Plan for the Real Property approved by City Council is on file with the City Clerk of the City of Titusville Florida and is attached hereto as **Exhibits “B-1 through B-5”**. Exhibit B-1 shows the Overall Master Development Plan in 1”=200’ scale, and Exhibits B-2 through B-5 shows the Overall Master Development Plan in 1”=100’ scale.

Section 3.2. Density and Intensity of Uses. Each RMU Zoning Sub-District and the density limitations on all Parcels shown on the Master Development Plan is set forth in **Exhibit “B-1”** attached hereto. **Exhibit “B-1”** also sets forth the land use for each Parcel.

Section 3.3. Maximum/Minimum Overall Density and Number of Units. Under the Master Development Plan the Developer agrees to limit the overall number of residential units to Two Thousand Four Hundred Four (2,404) units. It is agreed that this overall residential density cap may be adjusted within the various internal Parcels so long as the total density for a Parcel is not increased and the zoning density limit is not exceeded for any individual Parcel as set forth under Section 59-785 of the Titusville Land Development Regulations. However, in no event shall the number of residential units exceed Two Thousand Four Hundred Four (2,404) units.

Section 3.4. Maximum Overall Height. As shown on the Master Development Plan no structure in Parcels 1, 2, 5, 6A, 6B, 10A, 10B, 11A, 11B, 13, and 15A-M shall exceed 35 feet in height. All other Parcels shall have a height limitation of 100 feet; however, no structure within 250 feet of the north edge of the Columbia Blvd right-of-way shall exceed 75 feet in height per **Exhibit "B-1"**. Both Parcels 8 and 9 are located along Columbia Blvd, and therefore portions of both Parcels will be subject to the 75 foot height limitation.

Section 3.5 Open Space, Parks and Recreation. The overall Project shall meet the minimum open space and minimum parks and recreation space requirements in Secs. 30-163 and 33-41 of the LDC. Specifically, the overall Project shall have a minimum open space of 20%, a 10% minimum of park and recreation for residential in any individual tract within RMU-200, RMU-300 or RMU-400, and a minimum park and recreation for the overall Project of 15%. To the extent that the Project is phased, open space and park and recreation areas shall be phased to meet the requirements of each phase, however under no circumstances shall the overall Project calculation for the open space and parks and recreation space be required to exceed the 20% and 15% minimums set forth above. Except for the walking trails, Parcels 11A and 11B shall not be developed and shall remain as green open space unless otherwise approved as an amendment to this Development Agreement by the City Council.

Section 3.6. Conditional Use Permits and Special Provisions.

3.6.1. Conditional Uses. To the extent that any of the maximum height, yard and area requirements set forth in Section 3.4. above are only allowable by Conditional Uses, such Conditional Use Permits shall be deemed granted by the passage of this Development Agreement, but only to the extent as specifically set forth herein.

3.6.2. Setbacks. The Project shall have a 50 foot building setback from the safe upland line of the Indian River. Provided, however, accessory structures and improvements which include structures such as swimming pools, sidewalks, gazebos, cabanas, docks, boardwalks and marina are not included within this setback limitation. A maximum 30% impervious coverage allowance for accessory structures within the setback limitation applies to accessory structures and improvements within the 50 foot building setback area. For purposes of the calculation, docks, boardwalks, piers, and similar type structures are deemed "pervious", and in the event that the Developer is required to install a sidewalk instead of the boardwalk on Parcels 7 and 8, the sidewalk will be exempt from the impervious coverage calculation requirements in this section.

3.6.3. Landscape Buffers. Perimeter Landscape Buffers and buffers between sub-districts are as shown in the Master Development Plan.

3.6.4. Wet Detention Ponds. The master storm water detention system for the Project has been designated to be a wet detention system and a recreational element within the Project. The City agrees to allow wet detention for storm water treatment for this Project subject to the Developer complying with all remaining provisions of the LDRs and being approved through the normal plan review and permitting process.

3.6.5. Vehicular Accesses. It is agreed that the single-family development north of Addison Creek shall be accessed by a single connection to Highway US-1 as approved in accordance with the Master Development Plan subject to the provisions of LDR 30-242, and subject to Florida Department of Transportation (hereinafter "FDOT") approval.

3.6.6. Blocks. Pursuant to LDR 30-141, upon approval of this Development Agreement, Block lengths in excess of 1,000 feet are approved.

3.6.7. Horizontal Curvature. It is agreed that the road curvatures shown on the Master Development Plan will comply with LDR 30-235 unless the Developer applies for a variance with the Developer agreeing to reduce speeds for all curves for which a variance is required and granted.

3.6.8. Significant Enhancements. LDR 34-394 provides that a development agreement may be entered into which provides for variances or waivers from any applicable land development regulation of the City, provided that the owner of real property demonstrates a bona fide need for the variance and or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The Developer agrees to provide significant enhancements that will bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, consistent with the City of Titusville comprehensive plan, and shall serve the public health, safety, and welfare of the citizens and visitors of the City of Titusville.

3.6.8.1. Variances and Waivers. Variances granted by the City under this Agreement and the significant enhancements to be provided by the Developer on which the variances are based are the following:

- (a) Section 34-41(b)(8) to allow a +/-1,975 linear foot 5 foot wide perimeter sidewalk to be located as necessary in the required 25-foot perimeter buffer adjacent to SR 405 as specified per Section 8 of this Agreement and in the location shown in Exhibits "B-1, B-4 and B-5". The bona fide need for the variance is that in certain areas the Developer needs to work around a large existing ditch and an existing headwall which serves a creek, neither of which are caused by or a result of this Project. To the greatest extent possible, the Developer will place the sidewalk outside of the buffer. The significant enhancement to be provided by the Developer in connection with the sidewalk is that the Developer will add a handrail when the sidewalk is in close proximity to the existing ditch and/or creek to ensure safety and the Developer will enhance the landscape buffer around the sidewalk by increasing the number or size of plant materials

equal to 125% above the minimum required by the Land Development Regulations.

- (b) Section 30-144(b) to allow residential block length to exceed the maximum 1,000 feet as specified per Section 3.5.7 of this Agreement. One residential block which runs parallel to the residential block on the Indian River with the three cul-de-sacs is 2,300 feet long (See **Exhibit “B-6”**). The bona fide need for the variance is supported by the fact that the abutting residences back up to an open space. The variance allows the single-family residences to be located adjacent to the open space and to maintain the pristine natural areas to the greatest extent. The significant enhancement to be provided by the Developer in connection with the extended residential block length is that the Developer will clear an area for construction of a nature walking trail through Parcel 11A in the approximate location depicted in **Exhibit “B-1”** which will connect the private recreation area with the Parcel 5 single family residential area as shown on the Master Development Plan. The walking trail through Parcel 11A shall be an eight-foot wide asphalt trail and shall be completed (i) prior to the date that the first fifty (50) certificates of occupancy are issued for Parcel 5, or (ii) prior to the first certificate of occupancy being issued for Parcels 3, 4, 9, 12, or 13, or (iii) two (2) years from the first certificate of occupancy in parcel 5, whichever comes first. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of constructing the eight-foot wide asphalt walking trail to ensure completion of the trail. The Developer may, from time-to-time, add additional nature walking trails through Parcel 11A. Access shall be provided to the trail from Parcels 3, 4, and 12 prior to issuance of the first certificate of occupancy being issued for each of these parcels.
- (c) No landscape buffer is required between Parcels 7 and 8. The significant enhancement provided by the Developer is the construction of an upland boardwalk along the Indian River which will be approximately 1,200 feet long and which will span Parcels 7 and 8, as shown on the Master Development Plan. Further, the uses on Parcels 7 and 8 are compatible and because of the boardwalk the Parcels need to be interconnected. Not installing a buffer between the two Parcels is supported by the City’s Comprehensive Plan Policy 1.20.9 [FLUE] which provides that buffer areas are required between different uses when appropriate, and Sec. 33-41(b)(8)c of the LDC which provides that the relationship between multifamily, time-shares, hotels and commercial may all be interconnected.
- (d) Section 28-327 to allow Parcels designated RMU 300 and 400 as shown in the Master Development Plan Data Table to have a height limitation of 100 feet (structures within 250 feet of Columbia Boulevard shall have a maximum height of 75 feet). The bona fide need allows for density while

leaving ample open space throughout the Project. The significant enhancement provided by the Developer is to clear areas for nature walking trails on Parcel 11B in the approximate locations depicted in **Exhibit "B-1"**. The walking trails shall be eight-foot wide asphalt trails to be completed (i) prior to the date that 50% of certificates of occupancy are issued for Parcel 5, or (ii) prior to the first certificate of occupancy being issued for Parcels 3, 4, 9, 12, or 13, whichever comes first. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of constructing the eight-foot wide asphalt walking trails to ensure completion of the trails. The Developer may, from time-to-time, add additional nature walking trails through Parcel 11B.

- (e) Five-foot side setbacks for Parcels 1 and 5 (single-family residential). The bona fide need is to leave ample open space throughout the Project. The significant enhancement provided by the Developer is the donation of the one-acre parcel of land to the City for the City's construction of a fire station.

4. PUBLIC FACILITIES AND SERVICES

Subject to the provisions of concurrency and Florida Statutes, Chapter 163, as from time to time amended, it is not anticipated that any public facilities or services will be needed to serve the Project other than typical municipal services that would serve any similar project within the municipal limits of the City of Titusville. The only new off-site public facilities anticipated would be those related to traffic and sidewalks as set forth in Section 10.5 below and extension of or expansion of utility lines which would be at the Developer's expense, subject to any allowable impact fee credits or participation agreements with surrounding property owners.

5. PUBLIC RESERVATIONS AND DEDICATIONS

Public Access. The public shall be allowed access to the following portions of the Project:

Section 5.1. Commercial Property. The public will be allowed ingress and egress rights to all commercial Parcels.

Section 5.2. Road Access. The spine road which will be dedicated to the Public is designated on the Master Development Plan. A portion of the roads within the Project, as shown on the Master Development Plan, will be private and will only be used as an access to the residential portions of the Project for owners and their guests and invitees.

Section 5.3. Boardwalk.

5.3.1. Provided the City is the only agency having jurisdiction, Developer commits to construct an upland boardwalk along the Indian River approximately 1,200 feet long, as shown on the Master Development Plan (i) prior to the date that 50% of certificates of

occupancy are issued for Parcel 5, (ii) prior to the first certificate of occupancy being issued for Parcel 7, or (iii) prior to the first certificate of occupancy being issued for Parcel 8, whichever comes first. The boardwalk will be a minimum of 10 feet wide. If necessary for security purposes and public safety, those portions of the boardwalk abutting residential uses may be closed from sunset to sunrise. Those portions of the boardwalk abutting commercial development shall be open the same hours as the business hours for the commercial development. The boardwalk shall be maintained by the Master Association for the Project.

5.3.2 Provided the City is not the only agency having jurisdiction, Developer shall submit the necessary applications to such agencies having jurisdiction to permit the Developer to construct an upland boardwalk along the Indian River approximately 1,200 feet long, as shown on the Master Development Plan (i) prior to the date that 50% of certificates of occupancy are issued for Parcel 5, (ii) prior to the first certificate of occupancy being issued for Parcel 7, or (iii) prior to the first certificate of occupancy being issued for Parcel 8, whichever comes first. The boardwalk shall be constructed within 2 years after all agencies having jurisdiction have issued the required permits. The boardwalk will be a minimum of 10 feet wide. If necessary for security purposes and public safety, those portions of the boardwalk abutting residential uses may be closed from sunset to sunrise. Those portions of the boardwalk abutting commercial development shall be open the same hours as the business hours for the commercial development. The boardwalk shall be maintained by the Master Association for the Project. In the event a boardwalk is not permitted by one or more of the authorities having jurisdiction, the Developer shall install a sidewalk of the same length and in relatively the same location, which will be a minimum of 10 feet wide.

Section 5.4. River-Front Passive Public Park. Developer commits to build a passive public park comprising approximately 3.29 acres which includes accessory parking and access. The park shall include amenities such as benches and trails and shall include a playground. The park shall be maintained by the Master Association for the Project. If necessary, the park may be closed from sunset to sunrise. The approximate location of the park and associated access and parking is shown as Parcel 6B on the Master Development Plan. The park shall be completed (i) prior to the date that the first fifty (50) certificates of occupancy are issued for Parcel 5, (ii) prior to the first certificate of occupancy being issued for Parcel 7, or (iii) prior to the first certificate of occupancy being issued for Parcel 8, whichever comes first. The number of accessory parking spaces for the passive public park shall not exceed 1 parking space per 10,000 square foot of park area. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of completing the park to ensure its completion.

Section 5.5. Other Park Areas. Parcel 6A as shown in the Master Development Plan will be dedicated for park purposes and open to public access, subject to the reasonable rules and regulations of the Master Association. The park (Parcel 6A), will be completed when Parcel 15E (retention pond) is completed. If not completed by then, the Developer may post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of completing the park to ensure its completion. The Developer shall landscape Parcel 6A and install benches along the edge of the retention ponds. The public amenities are described in the Master Recreational Amenities and Buffering Plan attached hereto as **Exhibit "B-7"**.

6. PERMITS

Section 6.1. Necessary Permits. As the Project is under the development threshold for a Development of Regional Impact, it is anticipated that the permits necessary would be those normally associated with real estate development of this size and nature. Special permits will be obtained from Florida Fish and Wildlife Conservation Commission and the US Army Corp of Engineers. The Developer will also obtain permits from St. Johns River Water Management District. The Developer has already obtained an FAA Determination of no Hazard to Air Navigation for all buildings proposed within the Project. The cost of all development permits will be at the sole cost of the Developer, and such permits shall not, unless otherwise agreed to by the City, obligate the City or other governmental agencies to grant any other approvals.

7. FINDING OF FACT

The City Council by approval of this Development Agreement finds that the Project is consistent with the Titusville Comprehensive Plan. To the extent that a variance or waiver is not granted or included in this Development Agreement and is needed for the Project, the Developer will comply with the requirements set forth in the City's Code of Ordinances and LDRs.

8. SIDEWALK AND PEDESTRIAN TRAVEL

8.1. Sidewalks and bike paths throughout the Project will be constructed along roadways to facilitate non automotive transportation, unless other configurations are permitted by reason of the granting of a variance at a later date. The "Public Spine Road" as depicted in **Exhibit "B-1"** shall have 10-foot wide paths on both sides of the roadways. The 10 foot wide paths shall serve as combined sidewalk and bicycle paths, and shall be installed concurrently with the Public Spine Road.

8.2 Parcels 1 and 5 (single family residential) shall have 5-foot wide sidewalks on both sides of the streets to be installed by the builder. For the remaining Parcels, sidewalks and bike paths will be installed concurrently with adjacent roadways.

8.3 The Developer shall construct a +/- 1,975 linear foot perimeter sidewalk around a portion of the Real Property as depicted as the "Off-Site Public Sidewalk" on the Master Development Plan. This sidewalk must be completed within 2 years of recording the final plat for Parcel 5. In lieu thereof, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of constructing the sidewalk.

9. THREATENED SPECIES AND ENVIRONMENTAL PROTECTION.

The Developer will receive all permits from all relevant agencies prior to construction.

10. VESTING AND CONCURRENCY

Section 10.1. Vesting. Unless waived by the Developer, Developer shall have vested rights as provided for in Article VII (Development Agreements) of the Titusville Land Development Regulations and Section 163.3233, Florida Statutes. Any vested right shall expire upon termination of this Development Agreement.

Section 10.2. Concurrency Sewer. The City currently has capacity for sewer to adequately meet the future development impacts generated by this Project during the term of this Development Agreement and development permits may be issued subject to future available capacity to meet the impacts of this Project and concurrency at the time of development and the State issuing FDEP sanitary sewer permits. The estimated sewer need at build out of the entire development is 854,107 gallons per day.

Section 10.3. Concurrency Water. The City currently has capacity for water to adequately meet the future development impacts generated by this Project during the term of this Development Agreement and water for the portion of the Project to be developed will be reserved when plans are reviewed by the City. The estimated water need at build out of the entire development is 854,107 gallons per day.

Section 10.4. Concurrency Police. The Developer will agree to pay, in addition to any fee charged by the City, an additional impact fee in the amount of \$300.00 per residential unit to support the additional police infrastructure required by the Project. This \$300.00 impact fee will be due upon the issuance of a certificate of occupancy of each residential unit.

Section 10.5. Concurrency Parks. As specified in Section 5 above, the Developer is dedicating lands for public access to ensure concurrency.

Section 10.6. Concurrency Roads. In accordance with the traffic study evaluation of Lassiter Transportation Group, Inc., dated April 20, 2016 (attached hereto as **Exhibit "C"**) there is capacity on the Titusville Road system to support more than 1,500 units within the Project. When each new Parcel or sub-phase of the Project is developed the Developer will provide traffic counts to the City. If there is not sufficient capacity on the roadway network, the Developer may be required to provide funds for additional road improvements. The Developer recognizes that the City can issue permits only if the level of service standards on adjacent roadways is met which may be through proportionate fair-share mitigation.

Provided that it is required by the authorities having jurisdiction, and meets warrants, the Developer shall install a traffic signal and associated improvements, in accordance with the local and State Standards, and the Manual for Uniform Traffic Control Devices, at the intersection of the spine road and SR 405. Unless otherwise agreed to between the City, the permitting authorities, and the Developer, and conditioned upon the granting of necessary permits and the satisfaction of the required warrants, the traffic signal shall be installed prior to the issuance of any building permits which will cause the Project to exceed 13,778 gross daily trips. In the event the intersection traffic volumes do not satisfy the minimum warrants established by the Manual for Uniform Traffic Control Devices within 5 years upon Project traffic reaching 13,778 gross daily trips, Developer may serve written notice on the City and Brevard County of the failure of

volumes to satisfy warrants and the Developer may post cash bond, or other similar bond, with the City in the amount equal to the Developer's share of the traffic signal unless it can be clearly demonstrated to authorities having jurisdiction that the Developer's traffic will not warrant traffic signal control at build-out. Upon posting of said bond or being released from conducting further study by the City, Developer will be deemed to meet the requirements of this paragraph related to the traffic signal. The amount of the contribution shall be calculated based upon the cumulative number of trips from the proposed development expected to reach roadways during the peak hour from the complete buildout of a stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain the adopted level of service, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted level of service. For purposes of this subsection, "signal cost" includes all associated costs of the improvement. If required, the traffic signal on SR 405 shall be subject to an interlocal cost sharing agreement between the City, the Developer, Brevard County and the FDOT.

The following paragraph shall apply to other off-site improvements and impact fees, including credits for improvements made by the developer. To the extent that the Updated Traffic Study requires the Developer to correct a then existing transportation deficiency attributable to the Project, the Developer may be entitled to traffic impact fee credits. Other off-site road improvements to meet concurrency and traffic safety will be installed as required by the FDOT as to US-1, Brevard County as to SR 405 or as desired by the Developer.

In the event US-1 or SR 405 reaches their capacity during the development of the Project, the Developer agrees that the City may withhold development permits until such time as the City and Developer have reached an agreement to ensure concurrency pursuant to Section 163.3180, Florida Statutes. If the interlocal cost sharing agreement has not been signed the City may not withhold development permits so long as the Developer has paid to the City its proportionate share for the installation of the traffic signal and other relevant improvements on US-1 or SR 405.

Section 10.7. Fire Protection. The Project upon build out will significantly contribute to the necessity of an additional fire station in South Titusville. The Developer agrees to convey to the City the one acre buildable-site labeled on **Exhibit "B-1"** for purposes of the City developing a fire station. The Developer agrees to engineer the site for stormwater management suitable for a fire station. Within two (2) years after the Effective Date, the Developer agrees to complete an initial assessment of the site to ensure the site is suitable for its intended use, including approval by FDOT for access to the site which is acceptable to the City and a determination that the site is suitable for development of its intended use. In the event that the site is not acceptable to the FDOT based on the access management, traffic operations or other transportation criteria, the Developer shall have six (6) months to identify an alternative site suitable to the City for construction of a fire station, and the Developer shall have one (1) year after mutual agreement to such identification to complete the initial assessment of the alternative site.

The Developer agrees to mitigation in the form of increased side setbacks or installation of fire sprinkler systems in each residential structure to be incorporated during the subdivision phase, as approved by the Authority Having Jurisdiction.

The conveyance of the fire station site will be by warranty deed or other instrument in form and substance acceptable to the City Attorney, together with evidence of title in form acceptable to the City Attorney prepared by an attorney who is a member of the Florida Bar, a title company, or an abstract company, all depicting who is the owner in fee simple of the parcel of land subject to the development agreement and the holders of any other interest or liens affecting said parcel of land.

Section 10.8. Impact Fees. Where Developer installs off-site improvements that are not necessary for the Project but rather improves the general level of service for the residents of Titusville, Developer may apply for impact fee credits pursuant to the provisions of Section 34-426 of the LDRs.

11. MASTER RESTRICTIONS AND ARCHITECTURAL CONTROL

The Project will have a Master Declaration of Covenants, Conditions and Restrictions (hereinafter the "Master Declaration"). This Master Declaration will vest the Developer with control over the operation of the Project and architectural approval rights. The Master Declaration will set forth Architectural and Landscape Standards and requirements. The Developer will also promulgate an Architectural Standards Manual or Design Manual.

12. ENFORCED DELAY, DEFAULT, REMEDIES AND TERMINATION

Section 12.1. Enforcement as Permitted by Statute. This Development Agreement is enforceable by any party to this Development Agreement or as provided in Section 163.3243, Florida Statutes, as from time to time amended. Parties to this Development Agreement, and their successors and assigns, shall enforce this Development Agreement as provided in Section 12.3.

Section 12.2. Institution of Legal Action. In addition to any other rights or remedies, any party hereto, or their successors and assigns, may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any remedies consistent with the purpose of this Development Agreement. Such legal actions must be instituted in the Circuit Court of the County of Brevard, State of Florida. Parties to this Development Agreement and their successors and assigns, shall enforce this Development Agreement as provided in Section 12.3.

Section 12.3. Enforcement by any Party to this Development Agreement.

(a) Notice of Default; Right to Cure. In the event of default by any party to this Development Agreement, or said party's successors and assigns, with regard to this Development Agreement or of any of its terms or conditions, the party alleging such default or breach shall give the breaching party not less than thirty (30) days' Notice of Default in writing in the manner provided for giving notice as set forth in Section 14.5. The time of notice shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may

be satisfactorily cured. During any period for curing the default, the party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist, and the noticing party shall take no further action. In addition to any other remedy it may have, the City may, in its discretion and after 30 days written Notice of Default to Developer, withhold building permits for construction of residential units if the Developer is in default under the terms of this Development Agreement. Correspondingly, if the nature of the default is the failure to construct a promised improvement in a timely manner, the Developer may post a bond acceptable to the City to ensure the completion of the Public Improvement. Upon posting of the bond, the City will issue the building permits.

(b) Option to Institute Legal Proceedings. After proper notice and the expiration of said period to cure default, the noticing party to this Development Agreement, at its option, may institute legal proceedings, if the default has not been cured.

(c) Waiver. Failure or delay in giving Notice of Default or seeking enforcement of this Development Agreement shall not constitute a waiver of any default. Except as otherwise expressly provided in this Development Agreement, any failure or delay by another party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

13. ENCUMBRANCES AND RELEASES ON REAL PROPERTY

Section 13.1. Discretion to Encumber. The parties hereto agree that this Development Agreement shall not prevent or limit the Developer or future Developer in any manner from encumbering the Real Property or any portion of any improvement thereon by any mortgage or other security device securing financing with respect to the same; provided, that said mortgage or other security device shall be released or satisfied as to said Real Property or any portion thereof prior to or simultaneous with its conveyance or dedication to the City or an incorporated homeowner's association. The City acknowledges that the lenders who provide such financing may require certain modifications to the Project, and the City agrees, upon request, from time to time, to meet with the Developer or future Developer or representatives of such lenders to negotiate in good faith any such request for such modification. Any mortgagees or beneficiaries of a security instrument shall be entitled to the rights and privileges set forth in this Section.

Section 13.2. Entitlement to Written Notice of Default. The holder of a mortgage or other security interest, and their successors and assigns, encumbering the Real Property or any part thereof, which has requested Notice of Default in writing to the City, shall be entitled to receive written notification from the City of any default by Owner, or future Developer, in the performance of said individual's obligations under this Development Agreement and which obligations are not cured within thirty (30) days.

Section 13.3. Real Property Subject to Pro-Rata Claims. Any mortgagee or holder of a security interest who comes into possession of the Real Property, or any part thereof, pursuant to foreclosure of the mortgage or other security interest or deed in lieu of such foreclosure, shall

take the Real Property, or any part thereof, subject to any pro-rata claims for payments or charges by the City against the Real Property, or any part thereof, secured by such mortgage or other security device which accrued prior to the time such mortgage or holder of a security interest comes into possession of the Real Property, or part thereof.

14. MISCELLANEOUS PROVISIONS

Section 14.1. Drafters of the Development Agreement. The Owner and the City, each were represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Development Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Development Agreement.

Section 14.2. Covenants Running with the Land. This Development Agreement shall constitute covenants running with the land and with title to the Real Property, or as equitable servitudes upon the land, as the case may be. The burdens of this Development Agreement shall bind and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement. Such covenants shall expire upon termination of this Development Agreement.

Section 14.3. Applicable Laws. This Development Agreement shall be construed, administered, and enforced in accordance with the ordinances and code provisions of the City and the laws of the State of Florida. Venue for a proceeding in connection with this Agreement shall be the Eighteenth Judicial Circuit of Florida, in Brevard County, Florida.

Section 14.4. Amendment. This Development Agreement may be amended from time-to-time only in the same manner as its adoption and as provided in the LDRs.

Section 14.5. Notices. All notices, demands and correspondence required or provided for under this Development Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

CITY: City Manager
City of Titusville
555 South Washington Avenue
Titusville, Florida 32780

OWNER: Waterfront Co-Investment Fund I, LLC
Attention: Manager
3129 Springbank Lane
Charlotte, North Carolina 28226

and:
Sunbelt Titusville Investments, LLC
Attention: Manager

3129 Springbank Lane
Charlotte, North Carolina 28226

with a copy to: John H. Evans, Esq.
John H. Evans, P.A.
1702 South Washington Avenue
Titusville, Florida 32780

with a copy to: GrayRobinson, P.A.
Attention: Heather Ramos
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 14.6. Applicability of Ordinances and Resolutions of City to Development Agreement.

(a) As provided in Section 163.3233(1), Florida Statutes, the ordinances and regulations of the City governing the development of the land on the Effective Date of this Development Agreement shall continue to govern the development of the Real Property, except as otherwise provided herein. At the termination of this Development Agreement, all then existing codes shall become applicable to the development of the Real Property. Except as otherwise specifically set forth herein, no fee (including the existence or lack thereof), fee structure, amount computation method or fee amount, including any impact fees, then in existence or hereafter imposed, shall be vested by virtue of this Development Agreement.

(b) The City may apply changes to vested ordinances and policies, or new requirements, adopted subsequently to the execution of this Development Agreement to the Real Property, only if the City has held a public hearing and determined that: (i) such new ordinances or policies are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities or densities as allowed under the terms of this Development Agreement; (ii) such new ordinances or policies are essential to the public health, safety, or welfare and the new ordinances or policies expressly state that they shall apply to the Property that is subject to this Development Agreement; (iii) such new ordinances or policies are specifically anticipated and provided for in this Development Agreement; (iv) the City has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of the approval of this Development Agreement; or (v) this Development Agreement is based on substantially inaccurate information supplied by the Owner or the Developer.

(c) The City may review this Development Agreement not less than once every twelve (12) calendar months to determine if there has been demonstrated good faith compliance with the terms of this Development Agreement. The City Manager shall report his findings to the City Council. In the event that the City finds, on the basis of substantial competent evidence, that

there has been a failure to comply with the terms of this Development Agreement, notwithstanding adequate notice of the breach to the Owner and a reasonable opportunity to cure, the Development Agreement may be revoked or modified by the City upon thirty (30) days' notice to the Owner as shown in the records of the Property Appraiser for Brevard County. Such termination or amendment shall be accomplished only after a public hearing and notice as is herein required for the adoption of this Development Agreement.

Section 14.7. Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, and "may" is permissive. If there is more than one signer of this Development Agreement their obligations are joint and several. The time limits set forth in this Development Agreement may be extended by mutual consent of the parties in accordance with the procedures for adoption of an agreement. If for any reason a specific provision herein conflicts with a City Land Development Regulation, this provision herein shall prevail.

Section 14.8. Severability. The parties hereto agree that the provisions of this Development Agreement are severable. If any provision of this Development Agreement is held invalid or unconstitutional for any reason, the remainder of this Development Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

Section 14.9. Entire Agreement, Waivers, and Amendments.

(a) This Development Agreement constitutes the entire understanding and agreement of the parties. This Development Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Development Agreement must be in writing and signed by the appropriate authorities of the party waiving provisions hereof or performance hereunder.

(b) All amendments hereto must be in writing signed by the appropriate authorities in a form suitable for recording in the Public Records of Brevard.

(c) The Owner hereby agrees to pay for any costs of recordation or filing of this Development Agreement, or any amendment hereto, in the Public Records of Brevard County, Florida. The recorded original of this Development Agreement or any amendment hereto, shall be returned to the City for filing in its records.

Section 14.10. Effective Date. The Effective Date of this Agreement shall be the date that the City Council votes to approve this Agreement.

Section 14.11. Conditions for Public Health and Safety. Despite the terms of this Development Agreement, the City Council may impose upon the Project any conditions, terms, restrictions or other requirements to be determined to be essential for the public health, safety, aesthetics or welfare of the residents of Titusville. Such conditions, terms or restrictions may be more onerous or demanding than those otherwise specifically required by the existing Land

Development Regulations, however, no such conditions, terms or restrictions may be imposed without notice and hearing for the Developer.

Failure of this Development Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer or any subsequent Owner or their assigns of the necessity of complying with all the conditions and requirements of the Titusville Land Development Regulations, however, where there is a conflict between the terms of the Titusville Land Development Regulations and this Development Agreement the terms of this Development Agreement shall control except those matters related to life safety issues.

Section 14.12. Assignment of Developer's Rights. The Developer may assign its rights and obligations to this Development Agreement in whole to a third party, provided said assignment is in writing and recorded upon the Public Records of Brevard County, whereupon the third party assignee shall become the Developer under the terms and conditions of this agreement. Said assignment shall contain an assumption of Developer's obligations under this Development Agreement in order to be valid and enforceable. The assignment shall be subject to approval by the City, which approval shall not be unreasonably withheld.

The Developer may assign (in whole or in part) its rights under this Development Agreement to a third party as it relates to the development of any Parcel shown on the Master Development Plan. Any development obligations related to said Parcel shall be deemed to be assumed by the Third Party Developer. Any partial assignment shall be deemed to be granted upon the recording of a deed for any Parcel from the Developer to a Third Party Developer.

The Developer may assign (in whole or in part) its rights under this Development Agreement to a subsidiary or affiliated development entity without consent by the City to any Parcel subject to all development obligations related to said Parcel being deemed to be assumed by the subsidiary or affiliated development entity. Said assignment shall be deemed to be granted upon the recording of a deed for any Parcel from the Developer to a subsidiary or affiliated development entity.

Section 14.13. Definition. As used herein Developer shall also mean Owner of the Project.

Section 14.14. Docks, Piers and Marinas. If required, the City shall issue dock, pier and marina permits in accordance with the permits issued by the authorities having jurisdiction. The Developer will comply with all applicable City code requirements pertaining to docks, piers, and marinas and the City will support the Developer in its efforts to obtain permits from the authorities having jurisdiction for docks, piers and/or marinas.

CITY:

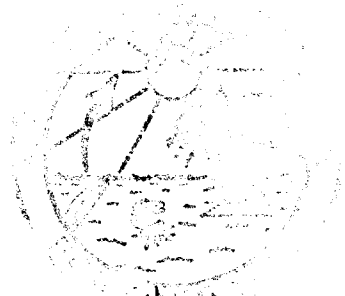
CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Sign Jolynn Doshoff
Print Name: Jolynn Doshoff

By: Walt Johnson
Walt Johnson, as Mayor
Address: 555 S. Washington Ave.
Address: Titusville, FL 32780

Sign Virginia Baylock
Print Name: VIRGINIA BAYLOCK

(CITY SEAL)



STATE OF FLORIDA)
)
COUNTY OF BREVARD) SS:

The foregoing instrument was acknowledged before me, this 20th day of November, 2017, by Walt Johnson, as Mayor of the CITY OF TITUSVILLE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. X He is personally known to me.

Debra S. Denman
Notary Public, State of Florida at Large
My Commission expires: Aug. 4, 2020



Exhibit "A"

Legal Description of the Real Property
Subject to the Development Agreement

PARCEL A:

PROPERTY OWNED BY WATERFRONT CO-INVESTMENT FUND I, LLC:

(PRIOR NAME REFERENCE: PHASE 1 SANDY POINTE)

A PARCEL OF LAND LYING WITHIN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 AND THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE RUN S89°26'09"E, ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 2994.26 FEET INTO THE WATERS OF THE INDIAN RIVER; THENCE RUN S41°21'44"E A DISTANCE OF 1432.37 FEET; THENCE RUN S30°26'44"E A DISTANCE OF 1906.00 FEET; THENCE RUN S13°40'44"E A DISTANCE OF 1170.00 FEET; THENCE RUN S02°37'16"W A DISTANCE OF 1238.21 FEET; THENCE RUN N89°42'12"W A DISTANCE OF 963.23 FEET; THENCE RUN S03°07'18"W A DISTANCE OF 308.82 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE ROAD 405; THENCE RUN N89°42'12"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1330.58 FEET; THENCE RUN N84°03'16"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 373.80 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 31°04'14"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 257.59 FEET; THENCE RUN N52°59'02"W A DISTANCE OF 907.82 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 33°07'50"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 274.66 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE RUN N21°23'31"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 375.65 FEET; THENCE RUN N15°51'12"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 4336.73 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ALL OF THE FOLLOWING PARCELS:

A PARCEL OF LAND LYING WITHIN SECTIONS 35 AND 36, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 35 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN S15°51'12"E, ALONG THE EAST LINE OF SAID U.S. HIGHWAY NO. 1, A DISTANCE OF 1334.13 FEET TO THE POINT OF BEGINNING OF PARCEL 1; THENCE N23°02'09"E, A

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TOGETHER WITH THE FOLLOWING EASEMENT:

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[NOTE: THIS "TOGETHER WITH" EASEMENT IS PART OF THE PROPERTY DESCRIBED ABOVE WHICH IS BEING LESSED OUT OF THE SUBJECT PROPERTY.]

AND PARCEL B:

PROPERTY OWNED BY SUNBELT TITUSVILLE INVESTMENTS, LLC:

(PRIOR NAME REFERENCE: PHASE 2 SANDY POINTE)

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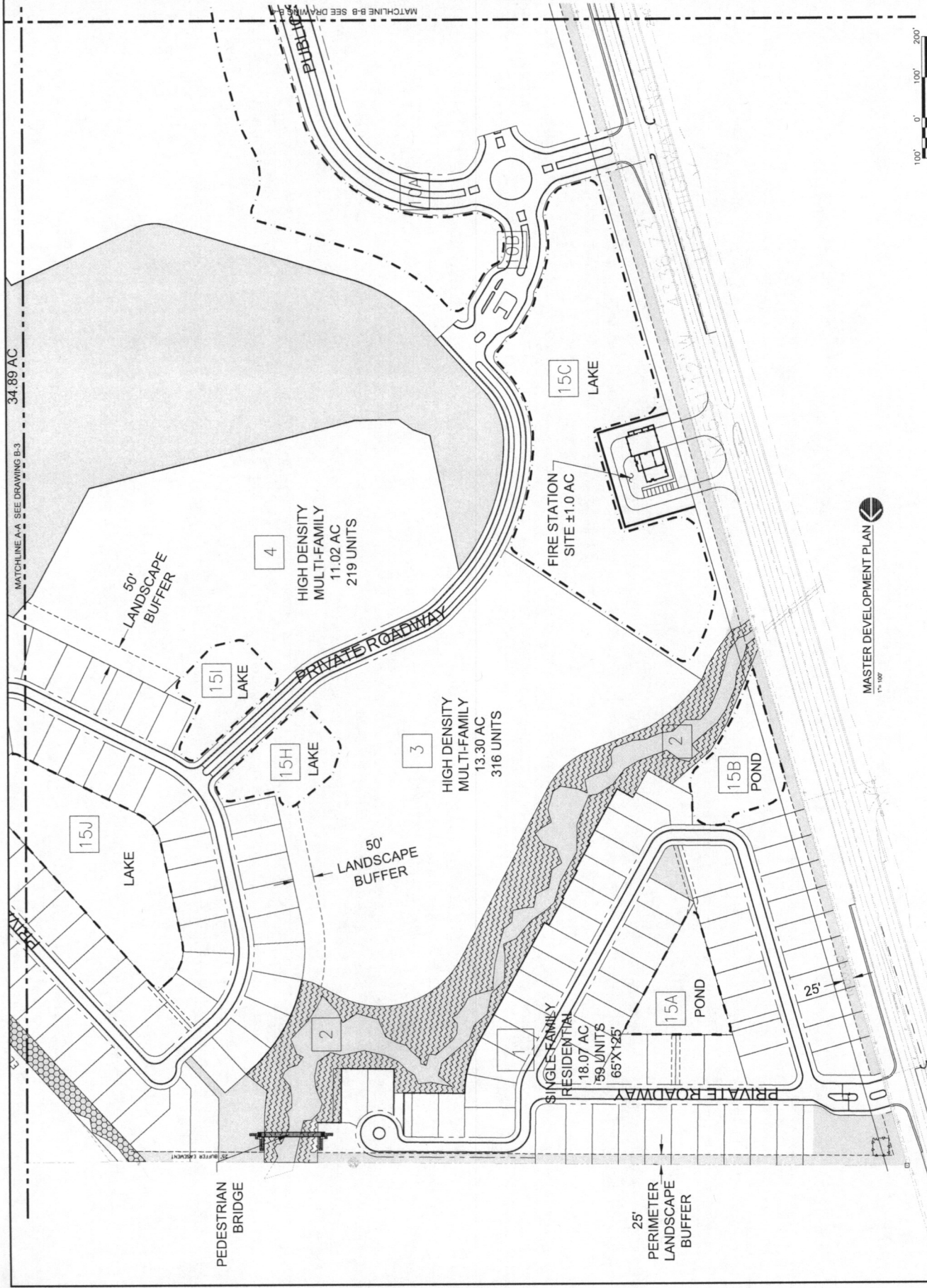
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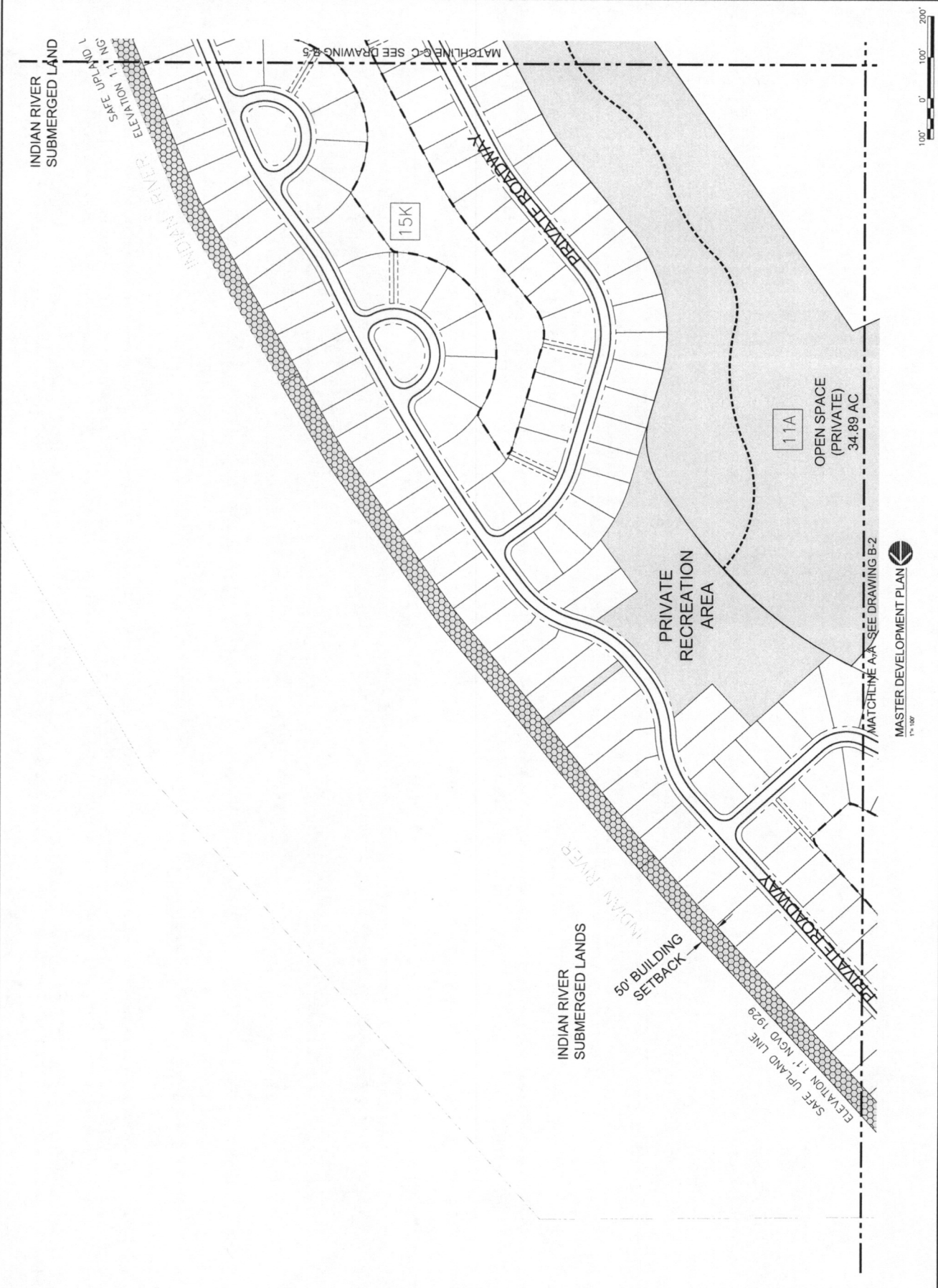
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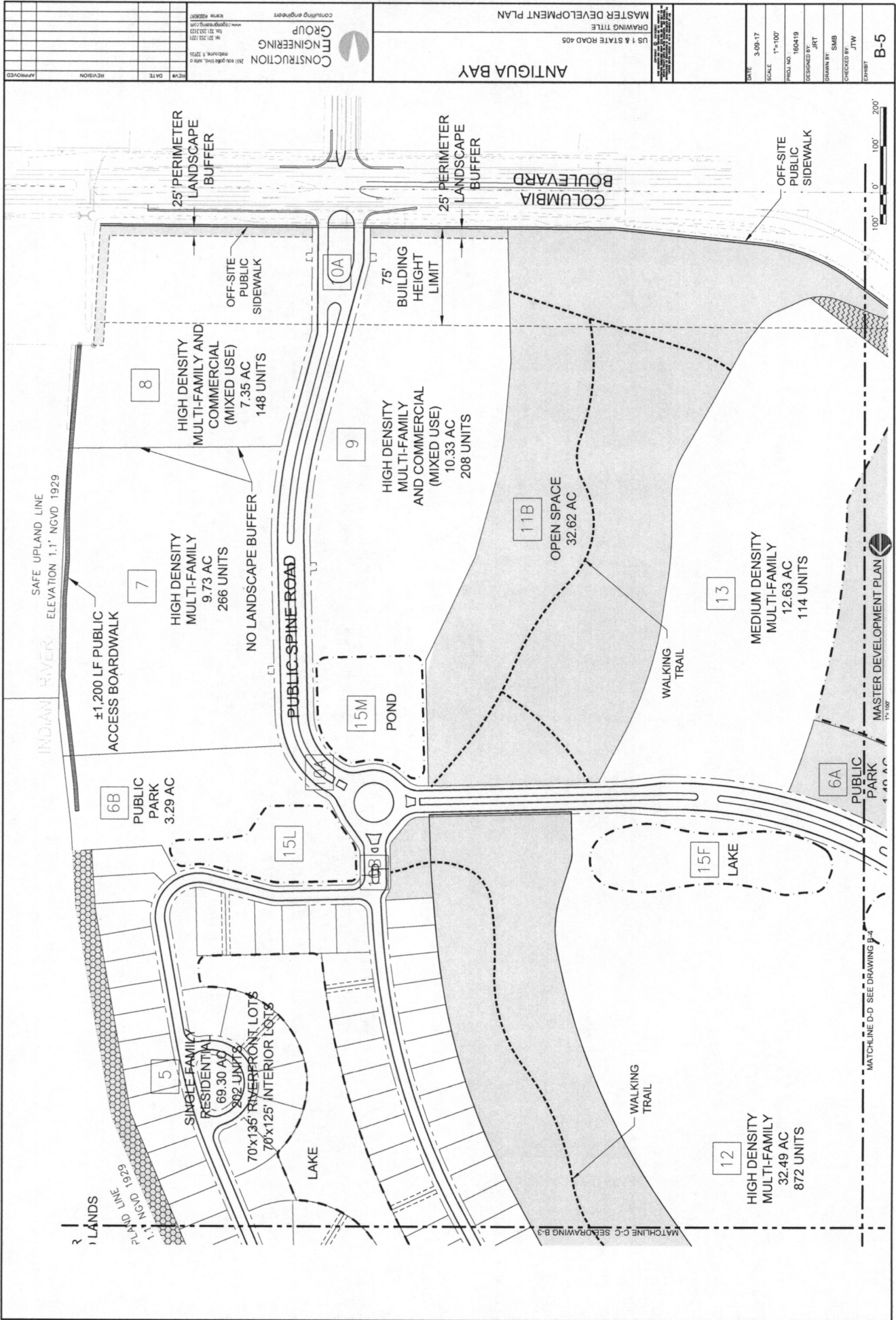
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Exhibits “B-1 through B-5”

Master Development Plan







REV#	DATE	REVISION	APPROVED

CONSTRUCTION GROUP
CONSULTING ENGINEERS
101 S. 202 ST. #2
MIAMI, FL 33133
TEL: 305.441.1111
WWW.CONSTRUCTIONGROUP.COM

ANTIGUA BAY
US 1 & STATE ROAD 405
MASTER DEVELOPMENT PLAN

DATE	3-09-17
SCALE	1"=100'
PROJ. NO.	160419
DESIGNED BY	JRT
DRAWN BY	SMB
CHECKED BY	JTW
EXHIBIT	B-5

Exhibit "B-6"

Master Block Length Plan

Exhibit “B-7”

Master Recreational Amenities and Buffering Plan

Exhibit "C"

Letter of Lassiter Transportation Group, Inc.



Via Email (Kwabena.Ofosu@Titusville.com)

Ref: 4151.01

April 20, 2016

Kwabena Ofosu, PE
 City of Melbourne
 555 S. Washington Avenue
 Titusville, FL 32781

Re: Antigua Bay (f.k.a. Boeing 345 Acres) – Traffic Study Evaluation

Dear Kwabena:

Lassiter Transportation Group, Inc. conducted a traffic impact study of the proposed Antigua Bay development in 2007. That study analyzed the traffic impacts of a planned development program of the development of Boeing 345 Acres, now referred to as Antigua Bay.

The original traffic study, approved in 2007, was based on then-existing traffic counts plus growth rates in use at the time. We have compared actual traffic counts from 2007 to the latest traffic counts in the following table.

Space Coast TPO Traffic Counts						
Approach	ID	Road	Segment	2007	2014	Growth Rate
	No.			AADT	AADT	2007-2014 Annualized
South	230	US 1	Kings to SR 405	24680	20240	-2.25%
North	169	US 1	SR 405 to SR 50	24210	19670	-2.34%
East	222	SR 405	Sisson to US 1	14510	11820	-2.32%
West	223	Nasa Causeway	US 1 to Space Commerce Parkway	14860	11110	-3.15%

Clearly, traffic volumes have decreased across the board rather than increase, contrary to what was anticipated at the time of the study. This means that the results of the study, including requirements for off-site improvements, represent over-estimations of actual growth. In other words, the improvements recommended by the study overstate what is actually needed for off-site improvements.

Based on the analysis of traffic conditions at that time (see attached summary of improvements dated January 11, 2007), the following improvements were required:

1. US 1 and Vector Space
 - a. Affiliation – Near-site Related
 - b. Improvement – Revert existing flashing signal to stop-and-go operation
 - c. Time threshold – concurrent with future commercial phase (Tract 7)
 - d. Update
 - i. No further development of Vector Space has occurred
 - ii. The traffic signal has been removed.
2. US 1 and Golden Knights Boulevard (Entrance to Space Coast Executive Airport)
 - a. Affiliation – Off-site
 - b. Improvement – Consideration of traffic signal (warrants proved that signalize not warranted)
 - c. Time threshold – Through build-out of Antigua Bay
 - d. Update – No traffic signal was installed. No further action is required.

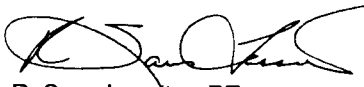
3. CR 405 at SR 50
 - a. Affiliation – Off-site
 - b. Improvement – Additional northbound left-turn lane (dual left-turns)
 - c. Time threshold – N/A
 - d. Update – The lanes have since been constructed. Improvement is completed.
4. CR 405 and VectorSpace Boulevard
 - a. Affiliation – Off-site
 - b. Improvement – Possible signalization pending warrant study
 - c. Time threshold – Monitor warrant volumes after Phase 1
 - d. Update – This is directional median opening that would require revision to access Antigua Bay. It will need to be assessed as development proceeds beyond Phase 1.
5. SR 405 and SR 407
 - a. Affiliation – Off-site
 - b. Improvement – Upgrade signal to provide permissive/protected westbound left-turns
 - c. Time threshold – with Phase 1 development
 - d. Update – Restricted left-turn phasing has now been installed. Improvement is completed.
6. US 1 and South Site Drive
 - a. Affiliation – On-site
 - b. Improvement – Multiple turn lanes and potential signalization
 - c. Time threshold – Phase 1
 - d. Update – No change

Conditions 1, 2, 3 and 5 are arguably no longer applicable. Condition 4 (CR 405 at VectorSpace Boulevard) should be retained subject to a warrant study and Condition 6 should be retained, also subject to study to confirm the timing of the need for the improvements.

In summary, the original study anticipated significant growth and resulted in the recommendations above. That growth did not happen and, instead, traffic volumes have decreased over the intervening years. Accordingly, no re-study of the impacts of the development are required to

Sincerely,

LASSITER TRANSPORTATION GROUP, INC.



R. Sans Lassiter, PE
President

Encl: As Stated

c: Lawson Allen, R.A. Management, Inc. (lawson.allen@liveonwaterfront.com)
John H. Evans, Esq. (johnhevanspa@yahoo.com)
Jake T. Wise, PE, CEG (jwise@cegengineering.com)

THIS INSTRUMENT RETURNED TO:
City Clerk
City of Titusville
555 South Washington Avenue
Titusville, Florida 32780

THIS INSTRUMENT PREPARED BY:
J. Cole Oliver
Rossway Swan
1901 S. Harbor City Blvd, Ste 500
Melbourne, FL 32901

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR
ANTIGUA BAY MIXED-USE DEVELOPMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, "Amendment") is made and entered into this 4th day of August, 2021, (the "Effective Date") among Carolina Holdings II, LLC, a Nevada limited liability company authorized to do business in Florida (as successor in interest to Waterfront Co-Investment Fund I, LLC) and Sunbelt Titusville Investments, LLC, a Nevada limited liability company authorized to do business in Florida (collectively, the "Developer"), whose collective address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and the City of Titusville, a Florida municipal corporation (hereinafter, the "City"), whose address is 555 South Washington Avenue, Titusville, Florida 32780.

RECITALS:

WHEREAS, the City of Titusville, Florida, a Florida municipal corporation, is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes, known as the Florida Local Government Development Agreement Act, and Section 34-391, Titusville Land Development Regulations (hereinafter, "LDRs") to enter into this binding Development Agreement with person having legal or equitable interests in real property for the rezoning and future development of such property in order to establish certainty in said process;

WHEREAS, the City and Developer have entered into that certain Development Agreement for Antigua Bay Mixed-Use Development dated October 24, 2017, and recorded on November 21, 2017 in OR Book 8031, Page 2595, Public Records of Brevard County, Florida (hereinafter, the "Development Agreement");

WHEREAS, all Exhibits referenced herein are referring to those Exhibits as attached to the Development Agreement.

WHEREAS, Waterfront Co-Investment Fund I, LLC subsequently transferred its' interest in the property to Carolina Holding II, LLC;

WHEREAS, the parties wish to amend the Development Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this First Amendment to Developer Agreement hereby agree as follows:

1. Block Length, Enhancements, Variances. Sections 3.6.6, 3.6.8, 3.6.8.1 of the Development Agreement relating to the Block Length, Enhancements, and Variances are deleted and replaced with these Sections set forth herein.

3.6.6 Blocks. Pursuant to LDR 30-141, upon approval of this Development Agreement, block lengths in excess of 1,000 feet are approved. One residential block which runs parallel to the residential block on the Indian River with the three cul-de-sacs is 2,300 feet long as depicted in Exhibit "B-6". Council approval of this block length allows the single family residences to be located adjacent to the open space and to maintain the pristine natural areas to the greatest extent.

3.6.8. Significant Enhancements. LDR 34-394 provides that a development agreement may be entered into which provides for variances or waivers from any applicable land development regulation of the City, provided that the owner of real property demonstrates a bona fide need for the variance and or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The Developer agrees to provide significant enhancements that will bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, consistent with the City of Titusville comprehensive plan, and shall serve the public health, safety, and welfare of the citizens and visitors of the City of Titusville.

3.6.8.1. Variances and Waivers. Variances granted by the City under this Agreement and the significant enhancements to be provided by the Developer on which the variances are based are the following:

- (a) Section 34-41(b)(8) to allow a +/-1,975 linear foot 5 foot wide perimeter sidewalk to be located as necessary in the required 25-foot perimeter buffer adjacent to SR 405 as specified per Section 8 of this Agreement and in the location depicted in **Exhibits "B-1, B-4 and B-5"**. The bona fide need for the variance is that in certain areas the Developer needs to work around a large existing ditch and an existing headwall which serves a creek, neither of which are caused by or a result of this Project. To the greatest extent possible, the Developer will place the sidewalk outside of the buffer . The significant enhancement to be provided by the Developer in connection with the sidewalk is that the Developer will add a handrail when the sidewalk is in close proximity to the existing ditch and/or creek to ensure safety and the Developer will enhance the landscape buffer around the sidewalk by increasing the

number or size of plant materials equal to 125% above the minimum required by the Land Development Regulations.

- (b) No landscape buffer is required between Parcels 7 and 8. The significant enhancement provided by the Developer is the construction of an upland boardwalk along the Indian River which will be approximately 1,200 feet long and which will span Parcels 7 and 8, as shown on the Master Development Plan. Further, the uses on Parcels 7 and 8 are compatible and because of the boardwalk the Parcels need to be interconnected. Not installing a buffer between the two Parcels is supported by the City's Comprehensive Plan Policy 1.20.9 [FLUE] which provides that buffer areas are required between different uses when appropriate, and Sec. 33-41(b)(8)c of the LDC which provides that the relationship between multifamily, time-shares, hotels and commercial may all be interconnected.
- (c) Section 28-327 to allow Parcels designated RMU 300 and 400 as shown in the Master Development Plan Data Table to have a height limitation of 100 feet (structures within 250 feet of Columbia Boulevard shall have a maximum height of 75 feet). The bona fide need allows for density while leaving ample open space throughout the Project. The significant enhancement provided by the Developer is to clear areas for nature walking trails on Parcel 11B in the approximate locations depicted in **Exhibit "B-1"**. The walking trails shall be eight-foot wide trails constructed of asphalt or an alternative pervious material that meets ADA requirements to be completed (i) prior to the date that 50% of certificates of occupancy are issued for Parcel 5, or (ii) prior to the first certificate of occupancy being issued for Parcels 3, 4, 9, 12, or 13, whichever comes first. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of constructing the eight-foot wide walking trails to ensure completion of the trails. The Developer may, from time-to-time, add additional nature walking trails through Parcel 11B.
- (d) Five-foot side setbacks for Parcels 1 and 5 (single-family residential). The bona fide need is to leave ample open space throughout the Project. The significant enhancement provided by the Developer is the donation of the one-acre parcel of land to the City for the City's construction of a fire station. The Developer agrees to mitigation in the form of increased side setbacks or installation of fire sprinkler systems in each residential structure to be incorporated, as required by the Authority Having Jurisdiction.

2. Public Reservations and Dedications. Section 5 of the Development Agreement relating to the Public Reservations and Dedications is deleted and replaced with this revised Section 5 set forth herein.

5. PUBLIC RESERVATIONS AND DEDICATIONS

Public Access. The public shall be allowed access to the following portions of the Project:

Section 5.1. Commercial Property. The public will be allowed ingress and egress rights to all commercial Parcels.

Section 5.2. Road Access. The spine road which will be dedicated to the Public is designated on the Master Development Plan. A portion of the roads within the Project, as shown on the Master Development Plan, will be private and will only be used as an access to the residential portions of the Project for owners and their guests and invitees.

Section 5.3. Boardwalk. Provided the Master Development Plan is approved by St Johns River Water Management District, Developer commits to construct an upland boardwalk along the Indian River approximately 1,200 feet long, as shown on the Master Development Plan. Provided St. Johns River Water Management District, Florida Wildlife Commission and United States Army Corp of Engineers issue required permits, the Developer commits to construct the upland boardwalk (i) prior to the date that the first fifty (50) certificates of occupancy are issued for Parcel 5, (ii) prior to the first certificate of occupancy being issued for Parcel 7, or (iii) prior to the first certificate of occupancy being issued for Parcel 8, or (iv) two (2) years from the first certificate of occupancy in parcel 5, whichever comes first. The boardwalk will be a minimum of 10 feet wide. If necessary for security purposes and public safety, those portions of the boardwalk abutting residential uses may be closed from sunset to sunrise. Those portions of the boardwalk abutting commercial development shall be open the same hours as the business hours for the commercial development. The boardwalk shall be maintained by the Master Association for the Project. In the event a boardwalk is not permitted by one or more of the authorities having jurisdiction, the Developer shall install a sidewalk of the same length and in relatively the same location, which will be a minimum of 10 feet wide.

Section 5.4. River-Front Passive Public Park. Developer commits to build a passive public park comprising approximately 3.29 acres which includes accessory parking and access. The park shall include amenities such as benches and trails and shall include a playground. The park shall be maintained by the Master Association for the Project. If necessary, the park may be closed from sunset to sunrise. The approximate location of the park and associated access and parking is shown as Parcel 6B on the Master Development Plan. The park shall be completed (i) prior to the date that the first fifty (50) certificates of occupancy are issued for Parcel 5, (ii) prior to the first certificate of occupancy being issued for Parcel 7, or (iii) prior to the first certificate of occupancy being issued for Parcel 8, whichever comes first. The number of accessory parking spaces for the passive public park shall not exceed 1 parking space per 10,000 square foot of park area. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of completing the park to ensure its completion.

Section 5.5. Other Park Areas. Parcel 6A as shown in the Master Development Plan will be dedicated for park purposes and open to public access, subject to the reasonable rules and regulations of the Master Association. The park (Parcel 6A), will be completed when Parcel 15E (retention pond) is completed. If not completed by then, the Developer may post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of completing the park to ensure its completion. The Developer shall install benches along the edge of the retention ponds. The public amenities are described in the Master Recreational Amenities and Buffering Plan depicted in **Exhibit “B-7”**.

Section 5.6. Nature Walking Trail. The Developer shall construct a nature walking trail through Parcel 11A in the approximate location depicted in **Exhibit “B-1”** which will connect the private recreation area with the Parcel 5 single family residential area as shown on the Master Development Plan. The walking trail through Parcel 11A shall be an eight-foot wide trail constructed of asphalt or an alternative pervious material that meets ADA requirements, and shall be completed (i) prior to the date that the first fifty (50) certificates of occupancy are issued for Parcel 5, or (ii) prior to the first certificate of occupancy being issued for Parcels 3, 4, 9, 12, or 13, or (iii) two (2) years from the first certificate of occupancy in parcel 5, whichever comes first. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of clearing and constructing the eight-foot wide walking trail to ensure completion of the trail. The Developer may, from time-to-time, add additional nature walking trails through Parcel 11A. Access shall be provided to the trail from Parcels 3, 4 and 14. prior to issuance of the first C.O.s of each of these parcels.

3. Fire Protection. Section 10.7 of the Development Agreement relating to the Fire Protection is deleted and replaced with this Section set forth herein.

Section 10.7. Fire Protection. The Project upon build out will significantly contribute to the necessity of an additional fire station in South Titusville. The Developer agrees to convey to the City the one acre buildable-site at least one acre in size labeled on **Exhibit “B-1”** for purposes of the City developing a fire station should the City elect to construct a fire station at this site. In the event, the City decides not to construct a fire station at time of project build-out, the property shall revert back to the Developer. The Developer agrees to engineer the site for stormwater management suitable for a fire station. Within six (6) months after the Effective Date of this Amendment, the Developer agrees to complete an initial assessment of the site to ensure the site is suitable for its intended use, which shall include the following, at a minimum:

1. Approval by FDOT for access to the site acceptable to the City, including direct access to both north and southbound US1 from the station driveway and median access wide enough to allow fire apparatus to turn into the inlet driveway while traveling south; and.
2. Engineering analysis of the site for stormwater management suitable for a fire station. In the event, stormwater for the fire station is handled on site, the fire station site shall be large enough to accommodate all required stormwater as well as the station, required parking, drive paths, etc.

In the event that the site is not acceptable to the FDOT based on access management, traffic operations or other transportation criteria, the Developer shall have six (6) months to identify an alternative site suitable to the City for construction of a fire station, and the Developer shall have one (1) year from City concurrence to complete the required initial assessment of the alternative site.

Within sixty (60) days of receipt of written notification by the City that a site is acceptable to the City and suitable for construction of a fire station, the Developer shall convey fee simple title of the subject parcel to the City by warranty deed, free and clear of all liens, debts, judgments, and encumbrances.

The conveyance of the fire station site will be by warranty deed or other instrument in form and substance acceptable to the City Attorney, together with evidence of title in form acceptable to the City Attorney prepared by an attorney who is a member of the Florida Bar, a title company, or an abstract company, all depicting who is the owner in fee simple of the parcel of land subject to the development agreement and the holders of any other interest or liens affecting said parcel of land.

4. Counterparts; Facsimile Copies. This Amendment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original. Facsimile or pdf copies of the Amendment and any signatures thereon shall be considered for all purposes as originals.

5. Captions and Headings. Captions and paragraph headings contained in this Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Amendment nor the intent of any provision hereof.

6. Ratification. All other terms and conditions in the Original Agreement are hereby ratified and confirmed in full and shall remain in full force and effect.

IN WITNESS WHEREOF, this Development Agreement is being executed by the parties as of the Effective Date.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

CAROLINA HOLDINGS II, LLC, a Nevada
limited liability company authorized to do business
in Florida

Sign: Mark Lee Allen
Print Name: MARK LEE ALLEN By: William G. Allen
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

Sign: Tracey Benauides
Print Name: TRACEY BENAUIDES

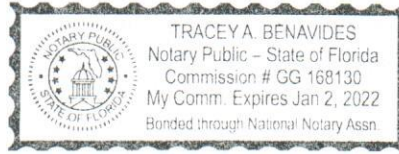
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this 4th day of August, 2021, by William G. Allen, the Manager of CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[SEAL]

Tracey A. Benavides
Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:



SUNBELT TITUSVILLE INVESTMENTS,
LLC, a Nevada limited liability company authorized
to do business in Florida

Sign: William G. Allen
Print Name: WILLIAM G. ALLEN By: William G. Allen
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

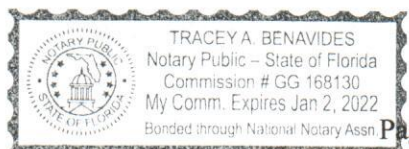
Sign: Tracey Benavides
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 4th day of August, 2021, by William G. Allen Manager of SUNBELT TITUSVILLE INVESTMENTS, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[SEAL]

Tracey A. Benavides
Notary Public, State of Florida



August 4, 2021

CITY:

CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Sign _____
Print Name: _____

By: _____
Daniel E. Diesel, as Mayor
Address: 555 S. Washington Ave.
Titusville, FL 32780

Sign _____
Print Name: _____

(CITY SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this _____ day of August, 2021, by Daniel E. Diesel, as Mayor of the CITY OF TITUSVILLE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

CFN 2021335900, OR BK 9369 PAGE 1070,
Recorded 12/28/2021 at 01:57 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:7

HC

THIS INSTRUMENT RETURNED TO:
City Clerk
City of Titusville
555 South Washington Avenue
Titusville, Florida 32796

THIS INSTRUMENT PREPARED BY:
J. Cole Oliver
Rossway Swan
1901 S. Harbor City Blvd, Ste 500
Melbourne, FL 32901

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR
ANTIGUA BAY MIXED-USE DEVELOPMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, "Amendment") is made and entered into this 14th day of December 2021, (the "Effective Date") among Carolina Holdings II, LLC (as successor in interest to Waterfront Co-Investment Fund I, LLC) and Sunbelt Titusville Investments, LLC, a Nevada limited liability company authorized to do business in Florida (collectively, the "Developer"), whose collective address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and the City of Titusville, a Florida municipal corporation (hereinafter, the "City"), whose address is 555 South Washington Avenue, Titusville, Florida 32796.

RECITALS:

WHEREAS, the City of Titusville, Florida, a Florida municipal corporation, is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes, known as the Florida Local Government Development Agreement Act, and Section 34-391, Titusville Land Development Regulations (hereinafter, "LDRs") to enter into this binding Development Agreement with person having legal or equitable interests in real property for the rezoning and future development of such property in order to establish certainty in said process;

WHEREAS, the City and Developer have entered into that certain Development Agreement for Antigua Bay Mixed-Use Development dated October 24, 2017, and recorded on November 21, 2017 in OR Book 8031, Page 2595, Public Records of Brevard County, Florida ("Agreement");

WHEREAS, the City and Developer have entered into that certain First Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated August 4, 2021 and recorded on August 10, 2021 in OR Book 9218, Page 1790, Public Records of Brevard County, Florida ("First Amendment"); (hereinafter Agreement and the First Amendment are collective referred to as the "Development Agreement");

WHEREAS, the parties wish to amend the Development Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this Second Amendment to Developer Agreement hereby agree as follows:

1. Maximum/Minimum Overall Density and Number of Units. Section 3.3 of the Development Agreement relating to the Maximum/Minimum Overall Density and Number of Units is deleted and replaced with the Section set forth herein.

Section 3.3 Maximum/Minimum Overall Density and Number of Units. Under the Master Development Plan the Developer agrees to limit the overall number of residential units to Two Thousand Four Hundred (2,404) units. It is agreed that this overall density cap may be adjusted within the various internal Parcels so long as the total density for the Project is not increased and the zoning density limit is not exceeded for any individual Parcel as set forth under Section 59-785 of the Titusville Land Development Regulations. However, in no event shall the number of residential units exceed Two Thousand Four Hundred Four (2,404) units.

2. Fire Protection. Section 10.7 of the Development Agreement relating to the Fire Protection is deleted and replaced with this Section set forth herein.

Section 10.7. Fire Protection. The Project upon build out will significantly contribute to the necessity of an additional fire station in South Titusville. The Developer agrees to convey to the City the one acre buildable-site at least one acre in size labeled on **Exhibit "B-1"** for purposes of the City developing a fire station should the City elect to construct a fire station at this site. In the event, the City decides not to construct a fire station at time of project build-out, the property shall revert back to the Developer. The Developer agrees to engineer the site for stormwater management suitable for a fire station. Within two (2) years after the Effective Date of this Amendment or six (6) months after notification by the City of its intent to proceed with construction of the fire station, whichever comes first, the Developer agrees to complete an initial assessment of the site to ensure the site is suitable for its intended use, which shall include the following, at a minimum:

1. Approval by FDOT for access to the site acceptable to the City, including direct access to both north and southbound US1 from the station driveway and median access wide enough to allow fire apparatus to turn into the inlet driveway while traveling south; and.
2. Engineering analysis of the site for stormwater management suitable for a fire station. In the event, stormwater for the fire station is handled on site, the fire station site shall be large enough to accommodate all required stormwater as well as the station, required parking, drive paths, etc.

In the event that the site is not acceptable to the FDOT based on access management, traffic operations or other transportation criteria, the Developer shall have six (6) months to identify an alternative site suitable to the City for construction of a fire station, and the Developer shall have

one (1) year from City concurrence to complete the required initial assessment of the alternative site.

Within sixty (60) days of receipt of written notification by the City that a site is acceptable to the City and suitable for construction of a fire station, the Developer shall convey fee simple title of the subject parcel to the City by warranty deed, free and clear of all liens, debts, judgments, and encumbrances.

The conveyance of the fire station site will be by warranty deed or other instrument in form and substance acceptable to the City Attorney, together with evidence of title in form acceptable to the City Attorney prepared by an attorney who is a member of the Florida Bar, a title company, or an abstract company, all depicting who is the owner in fee simple of the parcel of land subject to the development agreement and the holders of any other interest or liens affecting said parcel of land.

3. Counterparts; Facsimile Copies. This Amendment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original. Facsimile or pdf copies of the Amendment and any signatures thereon shall be considered for all purposes as originals.

4. Captions and Headings. Captions and paragraph headings contained in this Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Amendment nor the intent of any provision hereof.

5. Ratification. All other terms and conditions in the Development Agreement are hereby ratified and confirmed in full and shall remain in full force and effect. In the event of any inconsistencies between the Development Agreement and the provisions of this Second Amendment, the Second Amendment shall control.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Development Agreement is being executed by the parties as of the Effective Date.

Signed, sealed and delivered in the presence of:

DEVELOPER:

CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida

Sign: [Signature]
Print Name: William G. Allen Jr

By: William G. Allen
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

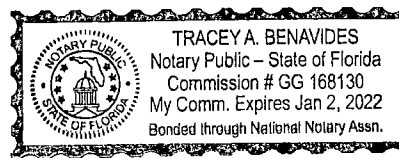
Sign: Tracey Benavides
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this 23rd day of December, 2021, by William G. Allen, the Manager of CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[SEAL]

Tracey A. Benavides
Notary Public, State of Florida



Signed, sealed and delivered
in the presence of:

SUNBELT TITUSVILLE INVESTMENTS,
LLC, a Nevada limited liability company authorized
to do business in Florida

Sign: William G. Allen
Print Name: WILLIAM G. ALLEN JR

By: William G. Allen
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

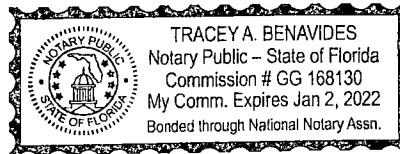
Sign: Tracey Benavides
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 23rd day of December, 2021, by William G. Allen Manager of SUNBELT TITUSVILLE INVESTMENTS, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[SEAL]

Tracey A. Benavides
Notary Public, State of Florida



CITY:

CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Sign *Oliver Donhoff*
Print Name: Oliver Donhoff
Assistant City Clerk

By: *[Signature]*
Daniel E. Diesel, as Mayor
Address: 555 S. Washington Ave.
Titusville, FL 32796

Sign *Charlene Lehmann*
Print Name: Charlene Lehmann

(CITY SEAL)

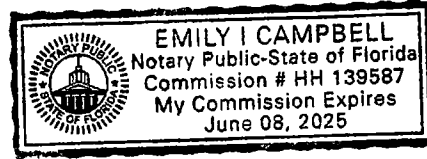


STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 28th day of December, 2021, by Daniel E. Diesel, as Mayor of the CITY OF TITUSVILLE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He is [] personally known to me or has [] produced _____ as identification.

[SEAL]

E. Campbell
Notary Public, State of Florida



12-28-2021

cc: Planning Dept. —
L. Dargie
+ P. Busacca

2. Electronic Records Mgr.
C. Lehmann

3. Legal - R. Broome.

THIS INSTRUMENT RETURNED TO:

City Clerk
City of Titusville
555 South Washington Avenue
Titusville, Florida 32796

HC

THIS INSTRUMENT PREPARED BY:

J. Cole Oliver
Rossway Swan
1901 S. Harbor City Blvd, Ste 500
Melbourne, FL 32901

CFN 2022243342, OR BK 9630 PAGE 1189,
Recorded 10/10/2022 at 10:02 AM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:7

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR
TRANQUILITY (FORMERLY KNOWN AS ANTIGUA BAY) MIXED-USE
DEVELOPMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, "Third Amendment") is made and entered into this 27th day of September 2022, among Carolina Holdings II, LLC (as successor in interest to Waterfront Co-Investment Fund I, LLC) and Sunbelt Titusville Investments, LLC, a Nevada limited liability company authorized to do business in Florida (collectively, the "Developer"), whose collective address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and the City of Titusville, a Florida municipal corporation (hereinafter, the "City"), whose address is 555 South Washington Avenue, Titusville, Florida 32796.

RECITALS:

WHEREAS, the City of Titusville, Florida, a Florida municipal corporation, is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes, known as the Florida Local Government Development Agreement Act, and Section 34-391, Titusville Land Development Regulations (hereinafter, "LDRs") to enter into this binding Development Agreement with person having legal or equitable interests in real property for the rezoning and future development of such property in order to establish certainty in said process;

WHEREAS, the City and Developer have entered into that certain Development Agreement for Antigua Bay Mixed-Use Development dated October 24, 2017, and recorded on November 21, 2017 in OR Book 8031, Page 2595, Public Records of Brevard County, Florida ("Agreement");

WHEREAS, the City and Developer have entered into that certain First Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated August 4, 2021 and recorded on August 10, 2021 in OR Book 9218, Page 1790, Public Records of Brevard County, Florida ("First Amendment");

WHEREAS, the City and Developer have entered into that certain Second Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated December 14, 2021 and recorded on December 28, 2021 in OR Book 9369, Page 1070, Public Records of Brevard County, Florida (“Second Amendment”); (hereinafter Agreement, First Amendment, and Second Amendment are collective referred to as the “Development Agreement”);

WHEREAS, the parties wish to amend the Development Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this Third Amendment to Developer Agreement hereby agree as follows:

1. **Effective Date.** Section 14.10 of the Development Agreement relating to the effective date.

Section 14.10. Effective Date. The Effective Date of this Third Amendment is the date that the Third Amendment is approved by the City Council.

2. **Duration of Agreement.** Section 2 of the Development Agreement relating to the Duration of the Agreement is deleted and replaced with the Section as set forth herein:

Section 2. **Duration of Agreement.** The term of this Development Agreement shall be ten (10) years beginning on the date that this Third Amendment is recorded in the Official Records Book of Brevard County, Florida. Developer shall have with the right of the Developer to request further extensions The procedure for the extension shall be in accordance with the provisions of LDR 34-395. On the date it is approved by City Council, this Agreement shall supersede and replace the Sandy Pointe Mixed Use Development Agreement recorded in Official Record Book 5775, Page 8944, Public Records of Brevard County.

3. **Open Space, Parks and Recreation.** Section 3.5 of the Development Agreement relating to Open Space, Parks and Recreation is deleted and replaced with the Section as set forth herein:

Section 3.5 **Open Space, Parks and Recreation.** The overall Project shall meet the minimum open space and minimum parks and recreation space requirements in Secs. 30-163 and 33-41 of the LDC. Specifically, the overall Project shall have a minimum open space of 20%, a 10% minimum of park and recreation for residential in any individual tract within RMU-200, RMU-300 or RMU-400, and a minimum park and recreation for the overall Project of 15%. To the extent that the Project is phased, open space and park and recreation areas shall be phased to meet the requirements of each phase, however under no circumstances shall the overall Project calculation for the open space and parks and recreation space be required to exceed the 20% and 15% minimums set forth above. Except for the walking trails, Parcels 11A and 11B shall not be developed and shall remain as green open space

unless otherwise approved by the Administrator consistent with Section 6.3.3 of the Modification Classification Table in the City's Development Review Procedures Manual.

4. **Notices.** Section 14.5 of the Development Agreement relating to Notices is deleted and replaced with the Section as set forth herein:

Section 14.5. **Notices.** All notices, demands and correspondence required or provided for under this Development Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

CITY: City Manager
City of Titusville
555 South Washington Avenue
Titusville, Florida 32780

OWNER: Carolina Holdings II, LLC
Attention: Manager
3129 Springbank Lane
Charlotte, North Carolina 28226

and: Sunbelt Titusville Investments, LLC
Attention: Manager
3129 Springbank Lane
Charlotte, North Carolina 28226

with a copy to: J Cole Oliver, Esq.
Rossway Swan
1901 S. Harbor City Blvd, St. 500
Melbourne, FL 32901

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

5. **Counterparts; Facsimile Copies.** This Third Amendment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original. Facsimile or pdf copies of the Third Amendment and any signatures thereon shall be considered for all purposes as originals.

6. **Captions and Headings.** Captions and paragraph headings contained in this Third Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Third Amendment nor the intent of any provision hereof.

7. **Ratification.** All other terms, conditions, and effective dates of the Agreement, as amended, are hereby ratified and confirmed in full and shall remain in full force and effect.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Third Amendment is being executed by the parties as of the Effective Date.

Signed, sealed and delivered in the presence of:

DEVELOPER:

CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida

Sign: Kimbera Scheffler
Print Name: Kimbera Scheffler

By: William G. Allen
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

Sign: Tracey Benavides
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this 5th day of October 2022, by William G. Allen, the Manager of CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[SEAL]

Tracey A. Benavides
Notary Public, State of Florida



Signed, sealed and delivered
in the presence of:

SUNBELT TITUSVILLE INVESTMENTS,
LLC, a Nevada limited liability company authorized
to do business in Florida

Sign: Kimbera Scheffler
Print Name: Kimbera Scheffler

By: William G. Allen
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

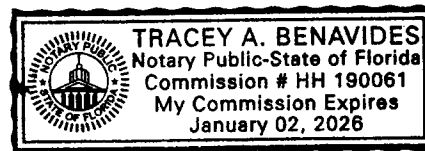
Sign: Tracey Benauides
Print Name: TRACEY BENAUIDES

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 5th day of October 2022, by William G. Allen Manager of SUNBELT TITUSVILLE INVESTMENTS, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[SEAL]

Tracey A. Benauides
Notary Public, State of Florida



CITY:

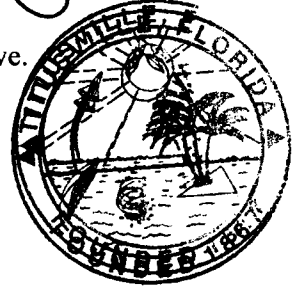
CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Sign Wade F Wells
Print Name: Wade F. Wells

By: [Signature]
Daniel E. Diesel, as Mayor
Address: 555 S. Washington Ave.
Titusville, FL 32780

Sign Glynn Donhoff
Print Name: Glynn Donhoff

(CITY SEAL)



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 10th day of ~~August~~ ^{October}, 2022, by Daniel E. Diesel, as Mayor of the CITY OF TITUSVILLE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He is [] personally known to me or has [] produced _____ as identification. Physical present

[SEAL]

E. Campbell
Notary Public, State of Florida



CC:

Laurie Dargie (Planning)

Brad Parrish (Planning)

City Attorney's Office

Charlene Lehmann

THIS INSTRUMENT RETURNED TO:

City Clerk
City of Titusville
555 South Washington Avenue
Titusville, Florida 32796

THIS INSTRUMENT PREPARED BY:

J. Cole Oliver
Rossway Swan
1901 S. Harbor City Blvd, Ste 500
Melbourne, FL 32901

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR
TRANQUILITY (FORMERLY KNOWN AS ANTIGUA BAY) MIXED-USE
DEVELOPMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, "Amendment") is made and entered into this 10th day of MARCH 2023, among Carolina Holdings II, LLC (as successor in interest to Waterfront Co-Investment Fund I, LLC) and Sunbelt Titusville Investments, LLC, a Nevada limited liability company authorized to do business in Florida (collectively, the "Developer"), whose collective address is 3129 Springbank Lane, Charlotte, North Carolina 28226, and the City of Titusville, a Florida municipal corporation (hereinafter, the "City"), whose address is 555 South Washington Avenue, Titusville, Florida 32796.

RECITALS:

WHEREAS, the City of Titusville, Florida, a Florida municipal corporation, is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes, known as the Florida Local Government Development Agreement Act, and Sections 34-391 & 34-394, Titusville Land Development Regulations (hereinafter, "LDRs") to enter into this binding Development Agreement with person having legal or equitable interests in real property for the rezoning and future development of such property in order to establish certainty in said process;

WHEREAS, the City and Developer have entered into that certain Development Agreement for Antigua Bay Mixed-Use Development dated October 24, 2017, and recorded on November 21, 2017 in OR Book 8031, Page 2595, Public Records of Brevard County, Florida ("Agreement");

WHEREAS, the City and Developer have entered into that certain First Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated August 4, 2021 and recorded on August 10, 2021 in OR Book 9218, Page 1790, Public Records of Brevard County, Florida ("First Amendment");

WHEREAS, the City and Developer have entered into that certain Second Amendment to Development Agreement for Antigua Bay Mixed-Use Development dated December 14, 2021 and recorded on December 28, 2021 in OR Book 9369, Page 1070, Public Records of Brevard County, Florida (“Second Amendment”);

WHEREAS, the City and Developer have entered into that certain Third Amendment to Development Agreement Tranquility (Formerly Known as Antigua Bay) Mixed-Use Development dated September 27, 2022 and recorded on October 10, 2022 in OR Book 9630, Page 1189, Public Records of Brevard County, Florida (“Third Amendment”); (hereinafter Agreement, First Amendment, Second Amendment, and Third Amendment are collective referred to as the “Development Agreement”);

WHEREAS, the parties wish to amend the Development Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements and the prior official actions of the City, the parties to this Third Amendment to Developer Agreement hereby agree as follows:

1. **Effective Date.** The Effective Date of the Development Agreement is October 24th, 2017, as amended from time to time.
2. **Zoning District.** Section 3.1 of the Development Agreement relating to the Zoning District is deleted and replaced with the Section as set forth herein:

Section 3.1. **Zoning District.** The Real Property is located within the Regional Mixed-Use (RMU) zoning district. The Master Development Plan for the Real Property approved by City Council is on file with the City Clerk of the City of Titusville Florida and is attached hereto as **Exhibit “B”**.

3. **Density and Intensity of Uses.** Section 3.2 of the Development Agreement relating to the Density and Intensity of Uses is deleted and replaced with the Section as set forth herein:

Section 3.2. **Density and Intensity of Uses.** **Exhibit “B”** sets forth the land use and RMU Zoning Sub-Districts. With each site plan submitted, Developer shall submit to the City an up-to-date Land Use Verification Table acceptable to staff detailing the compliance of each submittal with the density and intensity of uses allowed herein.

4. **Maximum Overall Height.** Section 3.4 of the Development Agreement relating to the Maximum Overall Height is deleted and replaced with the Section as set forth herein:

Section 3.4. **Maximum Overall Height.** Those structures in the RMU 100 or RMU 200 Districts shall be restricted not to exceed 35 feet in height. All other Parcels shall have a height limitation of 100 feet or the maximum height allowed

under Sec 29-162 of the LDR, whichever is greater; however, no structure within 250 feet of the north edge of the Columbia Blvd right-of-way shall exceed 75 feet in height per **Exhibit "B"**.

5. Open Space, Parks and Recreation. Section 3.5 of the Development Agreement relating to Open Space, Parks and Recreation is deleted and replaced with the Section as set forth herein:

Section 3.5 Open Space, Parks and Recreation. The overall Project shall meet the minimum open space and minimum parks and recreation space requirements in Secs. 30-163 and 33-41 of the LDR. Specifically, the overall Project shall have a minimum open space of 20%, a 10% minimum of park and recreation for residential in any individual tract within RMU-200, RMU-300 or RMU-400, and a minimum park and recreation for the overall Project of 15%. To the extent that the Project is phased, open space and park and recreation areas shall be phased to meet the requirements of each phase, however under no circumstances shall the overall Project calculation for the open space and parks and recreation space be required to exceed the 20% and 15% minimums set forth above. For clarity, per Titusville's LDR section 33-41, the minimum percentage of parks and open space required for an RMU development is twenty (20) percent of the total gross acreage of the RMU development – for this Project the calculation is 345.9 acres x 20% = 69.18 acres total open space, inclusive of the parks and recreation. It is agreed that public parks, private parks and recreational stormwater ponds count towards the minimums set forth in this Section 3.5.

6. Setbacks. Section 3.6.2 of the Development Agreement relating to Setbacks is deleted and replaced with the Section as set forth herein:

3.6.2. Setbacks. The Project shall have a 50 foot building setback from the safe upland line of the Indian River. Provided, however, accessory structures and improvements which include structures such as swimming pools, sidewalks, gazebos, cabanas, docks, boardwalks and marina are not included within this setback limitation. A maximum 30% impervious coverage allowance for accessory structures within the setback limitation applies to accessory structures and improvements within the 50 foot building setback area. For purposes of the calculation, docks, boardwalks, piers, and similar type structures are deemed "pervious", and in the event that the Developer is required to install a sidewalk instead of the boardwalk (as described in Section 5.3), the sidewalk will be exempt from the impervious coverage calculation requirements in this section.

7. Wet Detention Ponds. Section 3.6.4 of the Development Agreement relating to Wet Detention Ponds is deleted and replaced with the Section as set forth herein:

3.6.4. Wet Detention Ponds. The master storm water detention system for the Project will be a combination of wet and dry detention system and a recreational element (open space) within the Project and therefore will be included as Open Space and Parks and Recreation calculations. The City agrees to allow wet detention for storm water treatment for this Project subject to the Developer complying with all remaining provisions of the LDRs and being approved through the normal plan review and permitting process.

8. Variations and Waivers. Section 3.6.8.1 of the Development Agreement relating to Variations and Waivers is deleted and replaced with the Section as set forth herein:

Section 3.6.8.1. Variations and Waivers. Variations granted by the City under this Agreement and the significant enhancements to be provided by the Developer on which the variations are based are the following:

- (a) Section 34-41(b)(8) to allow a +/-1,975 linear foot 5' foot wide perimeter sidewalk to be located as necessary in the required 25-foot perimeter buffer adjacent to SR 405 as specified per Section 8 of this Agreement and in the location depicted in **Exhibit "B"**. The bona fide need for the variation is that in certain areas the Developer needs to work around a large existing ditch and an existing headwall which serves a creek, neither of which are caused by or a result of this Project. To the greatest extent possible, the Developer will place the sidewalk outside of the buffer. The significant enhancement to be provided by the Developer in connection with the sidewalk is that the Developer will add a handrail when the sidewalk is in close proximity to the existing ditch and/or creek to ensure safety and the Developer will enhance the landscape buffer around the sidewalk by increasing the number or size of plant materials equal to 125% above the minimum required by the Land Development Regulations.
- (b) Section 28-327 to allow Parcels designated RMU 400 and RMU 300 as shown in the Master Development Plan Data Table to have a height limitation of 100 feet if otherwise not meeting the criteria set forth under Sec 29-162 of the LDR (except for structures within 250 feet of Columbia Boulevard shall have a maximum height of 75 feet). The bona fide need is to allow for density while leaving ample open space throughout the Project. The significant enhancements provided by the Developer is to construct 3900 linear feet of walking trails in the approximate locations depicted in Exhibit B. The walking trails shall be eight-foot wide trails constructed of asphalt or an alternative pervious material that meets ADA requirements to be completed (i) prior to the date that 101 of certificates of occupancy are issued for Parcel 4, or (ii) prior to the first certificate of occupancy being issued for Parcels 2, 3 or 6, whichever comes first. Prior to the date that the first certificate of occupancy is

issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of constructing the eight-foot wide walking trails to ensure completion of the trails. The Developer may, from time-to-time, add additional nature walking trails through the Project.

- (c) Five-foot side setbacks for the RMU 200 Districts (single-family residential). The bona fide need is to leave ample open space throughout the Project. The significant enhancement provided by the Developer commitment to construction an approximately 1200 linear foot upland boardwalk as described in Section 5.3. The Developer agree to mitigation of increased side setbacks or the installation of fire sprinkler systems in each residential structure to be incorporated, if required by the Titusville Fire Department.

9. **Public Reservations and Dedications.** Section 5 of the Development Agreement relating to Public Reservations and Dedications is deleted and replaced with the Section as set forth herein:

5. PUBLIC RESERVATIONS AND DEDICATIONS

Public Access. The public shall be allowed access to the following portions of the Project:

Section 5.1. **Commercial Property.** The public will be allowed reasonable ingress and egress rights to all commercial Parcels.

Section 5.2. **Road Access.** The spine road which will be dedicated to the Public is designated on the Master Development Plan. A portion of the roads within the Project, as shown on the Master Development Plan may be private and, if private, may only be used as an access to the residential portions of the Project for owners and their guests and invitees. Any private roads will also provide access for emergency services and necessary public utilities.

Section 5.3. **Boardwalk.**

5.3.1. Provided the City is the only agency having jurisdiction, Developer commits to construct an upland boardwalk along the Indian River approximately 1,200 feet long, as shown on the Master Development Plan (i) prior to the date that 101 certificates of occupancy are issued for Parcel 4, or (ii) prior to the first certificate of occupancy being issued for Parcel 5, whichever comes first. The boardwalk will be a minimum of 10 feet wide. If necessary for security purposes and public safety, those portions of the boardwalk abutting residential uses may be closed from sunset to sunrise. Those portions of the boardwalk abutting commercial development shall be open the same hours as the

business hours for the commercial development. The boardwalk shall be maintained by the Master Association or CDD for the Project.

5.3.2 Provided the City is not the only agency having jurisdiction, Developer shall submit the necessary applications to such agencies having jurisdiction to permit the Developer to construct an upland boardwalk along the Indian River approximately 1,200 feet long, as shown on the Master Development Plan (i) prior to the date that 101 of certificates of occupancy are issued for Parcel 4, or (ii) prior to the first certificate of occupancy being issued for Parcel 5, whichever comes first. The boardwalk shall be constructed within 2 years after all agencies having jurisdiction have issued the required permits. The boardwalk will be a minimum of 10 feet wide. If necessary for security purposes and public safety, those portions of the boardwalk abutting residential uses may be closed from sunset to sunrise. Those portions of the boardwalk abutting commercial development shall be open the same hours as the business hours for the commercial development. The boardwalk shall be maintained by the Master Association or CDD for the Project. In the event a boardwalk is not permitted by one or more of the authorities having jurisdiction, the Developer shall install a sidewalk of the same length and in relatively the same location, which will be a minimum of 10 feet wide.

Section 5.4. River-Front Passive Public Park. Developer commits to build a passive public park comprising no less than 3.29 acres which includes accessory parking and access. The park shall include amenities such as benches and trails and shall include a playground. The park shall be maintained by the CDD or the Master Association for the Project. If necessary, the park may be closed from sunset to sunrise. The approximate location of the park and associated access and parking is shown on the Master Development Plan. The park shall be completed (i) prior to the date that 50 single family certificates of occupancy are issued for Parcel 4, or (ii) prior to the first certificate of occupancy being issued for Parcel 5, whichever comes first. The number of accessory parking spaces for the passive public park shall not exceed 1 parking space per 10,000 square foot of park area. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of completing the park to ensure its completion.

Section 5.5. Other Park Areas. In addition to the Riverfront Passive Public Park, the Project will contain 1.49 acres of non-riverfront park(s), which will be open to public access, subject to the reasonable rules and regulations of the CDD or Master Association. The park(s) will be completed within 5 years of the date of recording of this Amendment. If not completed by then, the Developer shall post a performance bond consistent with the City Code in the amount estimated

by the project engineer for the cost of completing the park(s) to ensure its completion. The Developer shall landscape the park and install benches along the edge of the retention ponds (if any) within the park. The Other Park Areas shall be maintained by the Master Association or CDD for the Project.

Section 5.6. Walking Trails. The Developer shall construct a 3900 linear foot paved walking trail in the approximate location depicted in Exhibit B which will connect the private recreation area with the single family residential area as shown on the Master Development Plan. The walking trail shall be an eight-foot wide trail constructed of asphalt or an alternative pervious material that meets ADA requirements, and shall be completed (i) prior to the date that the first fifty (50) certificates of occupancy are issued for Parcel 4, or (ii) prior to the first certificate of occupancy being issued for Parcels 2, 3 or 6, or (iii) two (2) years from the first certificate of occupancy in Parcel 4, whichever comes first. Prior to the date that the first certificate of occupancy is issued for the Project, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of clearing and constructing the eight-foot wide walking trail to ensure completion of the trail. The Developer may, from time-to-time, add additional nature walking trails through the Project. All future walking trails will provide reasonable connectivity to the sidewalk/trail system, and shall be constructed when the associated phase is being developed.

10. Sidewalk and Pedestrian Travel. Sections 8.1-8.3 of the Development Agreement relating to Sidewalk and Pedestrian Travel are deleted and replaced with the Sections as set forth herein:

8.1. Sidewalks and bike paths throughout the Project will be constructed along roadways to facilitate non automotive transportation, unless other configurations are permitted by reason of the granting of a variance at a later date. The "Public Spine Road" as depicted in Exhibit "B" shall have 10-foot wide paths on both sides of the roadways. The 10 foot wide paths shall serve as combined sidewalk and bicycle paths, and shall be installed concurrently with the Public Spine Road.

8.2. Parcels 1 and 4 (single family residential) shall have 5-foot wide sidewalks on both sides of the streets to be installed by the builder of the individual homes. For the remaining Parcels, sidewalks and bike paths will be installed concurrently with adjacent roadways by the Developer.

8.3. The Developer shall construct a +/- 1,975 linear foot perimeter sidewalk around a portion of the Real Property as depicted as the "Off-Site Public Sidewalk" on the Master Development Plan. This sidewalk must be completed within 2 years of recording the final plat for Parcel 4. In lieu thereof, the Developer shall post a performance bond consistent with the City Code in the amount estimated by the project engineer for the cost of constructing the sidewalk..

11. **Fire Protection.** Section 10.7 of the Development Agreement relating to Fire Protection is deleted and replaced with the Section as set forth herein:

Section 10.7 (Section 10.7 has been intentionally deleted.)

12. **Notices.** Section 14.5 of the Development Agreement relating to Notices is deleted and replaced with the Section as set forth herein:

Section 14.5. **Notices.** All notices, demands and correspondence required or provided for under this Development Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

CITY: City Manager
City of Titusville
555 South Washington Avenue
Titusville, Florida 32780

OWNER: Carolina Holdings II, LLC
Attention: Manager
3129 Springbank Lane
Charlotte, North Carolina 28226

and: Sunbelt Titusville Investments, LLC
Attention: Manager
3129 Springbank Lane
Charlotte, North Carolina 28226

with a copy to: J Cole Oliver, Esq.
Rossway Swan
1901 S. Harbor City Blvd, St. 500
Melbourne, FL 32901

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

13. **Exhibit A.** Exhibit A of the Development Agreement is deleted and replaced with the revised legal description attached hereto as Exhibit A.

14. **Exhibit B.** Exhibits “B 1 – B 5” of the Development Agreement are deleted and replaced with **Exhibit B- B1** attached hereto.

15. **Counterparts; Facsimile Copies.** This Amendment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original. Facsimile or pdf copies of the Amendment and any signatures thereon shall be considered for all purposes as originals.

16. **Captions and Headings.** Captions and paragraph headings contained in this Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Amendment nor the intent of any provision hereof.

17. **Ratification.** All other terms, conditions, and effective dates of the Agreement, as amended, are hereby ratified and confirmed in full and shall remain in full force and effect.


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IN WITNESS WHEREOF, this Development Agreement is being executed by the parties as of the Effective Date.


Signed, sealed and delivered in the presence of:

DEVELOPER:

CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida

Sign: 
Print Name: Thomas C. Karp

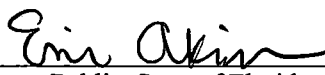
By: 
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226

Sign: 
Print Name: Rodney M. Bennett

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this 10 day of March, 2023, by William G. Allen, the Manager of CAROLINA HOLDINGS II, LLC, a Nevada limited liability company authorized to do business in Florida, on behalf of the limited liability company. He is personally known to me or has produced FL State ID as identification.

[SEAL]


Notary Public, State of Florida



ERIN AKINS
Notary Public
State of Florida
Comm# HH188935
Expires 10/19/2025

Signed, sealed and delivered
in the presence of:

SUNBELT TITUSVILLE INVESTMENTS,
LLC, a Nevada limited liability company authorized
to do business in Florida

Sign: [Signature]
Print Name: Thomas C. [Signature]

By: [Signature]
William G. Allen, as Manager
Address: 3129 Springbank Lane, Charlotte, NC 28226


Sign: [Signature]
Print Name: Rebecka M. [Signature]

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 10 day of March,
2023, by William G. Allen Manager of SUNBELT TITUSVILLE INVESTMENTS, LLC, a Nevada
limited liability company authorized to do business in Florida, on behalf of the limited liability company.
He is personally known to me or has produced fl. State ID as
identification.

[SEAL]

[Signature]
Notary Public, State of Florida

 ERIN AKINS
Notary Public
State of Florida
Comm# HH188935
Expires 10/19/2025

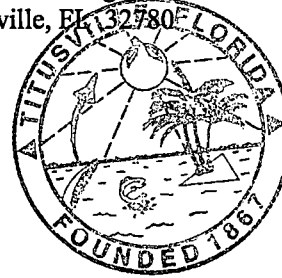
CITY:

CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Sign Wanda F. Wells
Print Name: Wanda F. Wells

By: [Signature]
Daniel E. Diesel, as Mayor
Address: 555 S. Washington Ave.
Titusville, FL 32780

Sign [Signature]
Print Name: Lisa Mustard (CITY SEAL)



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 10th day of March, 2023, by Daniel E. Diesel, as Mayor of the CITY OF TITUSVILLE, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification. physical presence

[SEAL]

[Signature]
Notary Public, State of Florida



JOLYNN J. DONHOFF
Commission # HH 346614
Expires April 15, 2027

Exhibit "A"
Legal Description of the Real Property
Subject to the Development Agreement

A PARCEL OF LAND LYING WITHIN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SECTION 35 AND THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE RUN S89°26'09"E, ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 2994.26 FEET INTO THE WATERS OF THE INDIAN RIVER; THENCE RUN S41°21'44"E A DISTANCE OF 1432.37 FEET; THENCE RUN S30°26'44"E A DISTANCE OF 1906.00 FEET; THENCE RUN S13°40'44"E A DISTANCE OF 1170.00 FEET; THENCE RUN S02°37'16"W A DISTANCE OF 1238.21 FEET; THENCE RUN N89°42'12"W A DISTANCE OF 963.23 FEET; THENCE RUN S03°07'18"W A DISTANCE OF 308.82 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF STATE ROAD 405; THENCE RUN N89°42'12"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1330.58 FEET; THENCE RUN N84°03'16"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 373.80 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 31°04'14"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 257.59 FEET; THENCE RUN N52°59'02"W A DISTANCE OF 907.82 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 33°07'50"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 274.66 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE RUN N21°23'31"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 375.65 FEET; THENCE RUN N15°51'12"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 4336.73 FEET TO THE POINT OF BEGINNING.

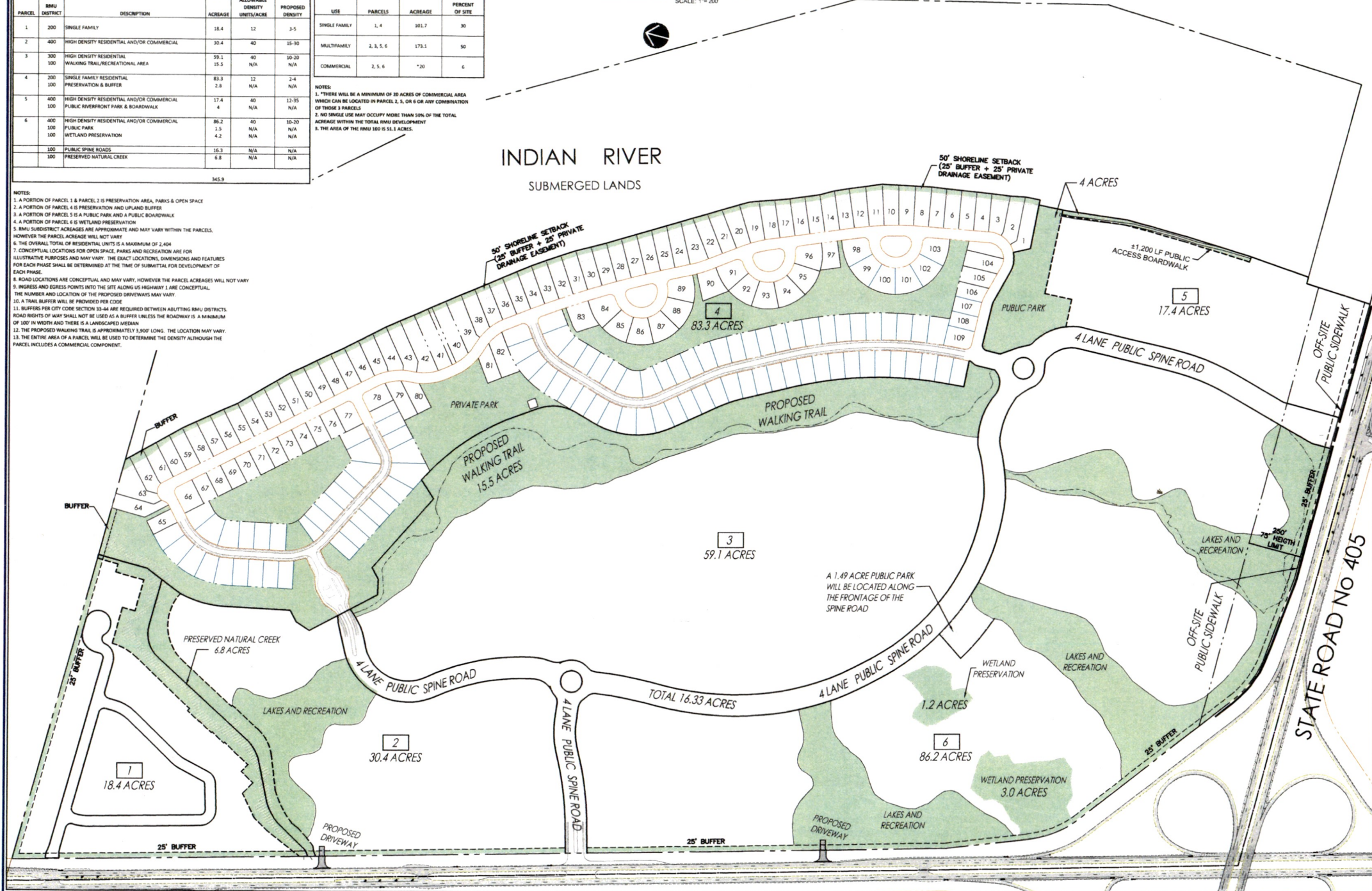
MASTER PLAN DATA TABLE					
PARCEL	BMU DISTRICT	DESCRIPTION	ACREAGE	ALLOWABLE DENSITY UNITS/ACRE	PROPOSED DENSITY
1	200	SINGLE FAMILY	18.4	12	3-5
2	400	HIGH DENSITY RESIDENTIAL AND/OR COMMERCIAL	30.4	40	15-30
3	300	HIGH DENSITY RESIDENTIAL WALKING TRAIL/RECREATIONAL AREA	59.1	40	10-20
4	200	SINGLE FAMILY RESIDENTIAL PRESERVATION & BUFFER	83.3	12	2-4
5	400	HIGH DENSITY RESIDENTIAL AND/OR COMMERCIAL PUBLIC RIVERFRONT PARK & BOARDWALK	17.4	40	12-35
6	400	HIGH DENSITY RESIDENTIAL AND/OR COMMERCIAL PUBLIC PARK	1.5	N/A	N/A
	300	WETLAND PRESERVATION	4.2	N/A	N/A
	300	PUBLIC SPINE ROADS	16.3	N/A	N/A
	300	PRESERVED NATURAL CREEK	6.8	N/A	N/A
			345.9		

USE TABLE			
USE	PARCELS	ACREAGE	PERCENT OF SITE
SINGLE FAMILY	1, 4	101.7	30
MULTIFAMILY	2, 3, 5, 6	178.1	50
COMMERCIAL	2, 3, 5, 6	*20	6

NOTES:
 1. *THERE WILL BE A MINIMUM OF 30 ACRES OF COMMERCIAL AREA WHICH CAN BE LOCATED IN PARCEL 2, 5, OR 6 OR ANY COMBINATION OF THOSE 3 PARCELS.
 2. NO SINGLE USE MAY OCCUPY MORE THAN 50% OF THE TOTAL ACREAGE WITHIN THE TOTAL BMU DEVELOPMENT.
 3. THE AREA OF THE BMU 100 IS 51.1 ACRES.

NOTES:
 1. A PORTION OF PARCEL 1 & PARCEL 2 IS PRESERVATION AREA, PARKS & OPEN SPACE
 2. A PORTION OF PARCEL 4 IS PRESERVATION AND UPLAND BUFFER
 3. A PORTION OF PARCEL 5 IS A PUBLIC PARK AND A PUBLIC BOARDWALK
 4. A PORTION OF PARCEL 6 IS WETLAND PRESERVATION
 5. BMU SUBDISTRICT ACREAGES ARE APPROXIMATE AND MAY VARY WITHIN THE PARCELS. HOWEVER THE PARCEL ACREAGE WILL NOT VARY.
 6. THE OVERALL TOTAL OF RESIDENTIAL UNITS IS A MAXIMUM OF 2,404
 7. CONCEPTUAL LOCATIONS FOR OPEN SPACE, PARKS AND RECREATION ARE FOR ILLUSTRATIVE PURPOSES AND MAY VARY. THE EXACT LOCATIONS, DIMENSIONS AND FEATURES FOR EACH PHASE SHALL BE DETERMINED AT THE TIME OF SUBMITTAL FOR DEVELOPMENT OF EACH PHASE.
 8. ROAD LOCATIONS ARE CONCEPTUAL AND MAY VARY. HOWEVER THE PARCEL ACREAGES WILL NOT VARY
 9. INGRESS AND EGRESS POINTS INTO THE SITE ALONG US HIGHWAY 1 ARE CONCEPTUAL. THE NUMBER AND LOCATION OF THE PROPOSED DRIVEWAYS MAY VARY.
 10. A TRAIL BUFFER WILL BE PROVIDED PER CODE
 11. BUFFERS PER CITY CODE SECTION 23-44 ARE REQUIRED BETWEEN ADJUTING BMU DISTRICTS.
 12. THE PROPOSED WALKING TRAIL IS APPROXIMATELY 3,900' LONG. THE LOCATION MAY VARY.
 13. THE ENTIRE AREA OF A PARCEL WILL BE USED TO DETERMINE THE DENSITY ALTHOUGH THE PARCEL INCLUDES A COMMERCIAL COMPONENT.

OVERALL MASTER DEVELOPMENT PLAN
 SCALE: 1"=200'



SUBMITTAL DATE	
CITY	
COUNTY	
SHAWMUT	
STANDARD	
STREET	
REVISION	
DATE	

FOR INFORMATIONAL PURPOSES ONLY

Honeycutt & Associates, Inc.
 ENGINEERS-SURVEYORS-PLANNERS
 3700 South Washington Avenue
 Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 Certificate of Authorization EB-0007623



FLORIDA

MASTER PLAN
 TRANQUILITY
 EXHIBIT B
 PROPOSED MASTER PLAN
 BREVARD COUNTY

SHEET NO 1 OF 2
 CAD FILE
 FILE NO

OPEN SPACE		
LOCATION	AREA ACRES	POTENTIAL FEATURES
A	3.8	PRESERVATION, HIKING, NATURAL AREA, EXERCISE STOP, OBSERVATION BENCH, WALKWAY
B	5.6	WALKING PATH, NATURAL AREA, OBSERVATION BENCH, PRESERVATION
C	2.8	PUBLIC PARK W/PAVING, WALKWAY TO BOARDWALK, BOARDWALK, NATURAL AREA, OBSERVATION BENCH
D	0.5	12' WIDE PUBLIC WATERFRONT BOARDWALK AND 13' LANDSCAPED PUBLIC AREA
E	3.3	WALKWAYS, OBSERVATION BENCH, FOUNTAIN
F	1.9	HIKING, NATURAL AREA, EXERCISE STOP, WALKWAY
G	3.7	PRIVATE PARK W/CLUBHOUSE, TOT LOT, DOG PARK, NATURAL AREA
H	6	WALKWAYS, OBSERVATION BENCH, FOUNTAIN, EXERCISE STOP
I	0.4	MASTER TRAIL HEAD, REST AREA
J	15.5	PARCEL 3 MASTER TRAIL, NATURAL AREA, OBSERVATION/REST AREA, EXERCISE STOP, PICNIC AREA WATER FEATURES
K	9.2	PARCEL 6 TRAILS, WETLAND PRESERVE, WATER FEATURES, EXERCISE STOPS, OBSERVATION BENCHES
L	2.7	TWENTY-FIVE UP-LAND BUFFER
	20	PARCELS 7, 3, AND/OR 6 (SEE EXHIBIT B) WILL INCLUDE ADDITIONAL OPEN SPACE AREAS THAT WILL TOTAL A MINIMUM OF 20 ACRES

75.4 PROPOSED OPEN SPACE VS REQUIRED 20% IS 345.9 = 69.2 ACRES

NOTE: CONCEPTUAL LOCATIONS AND POTENTIAL FEATURES FOR OPEN SPACE, PARKS AND RECREATION ARE FOR ILLUSTRATIVE PURPOSES. THE EXACT LOCATIONS, DIMENSIONS AND FEATURES FOR EACH PHASE SHALL BE DETERMINED AT THE TIME OF SUBMITTAL OF EACH PHASE.

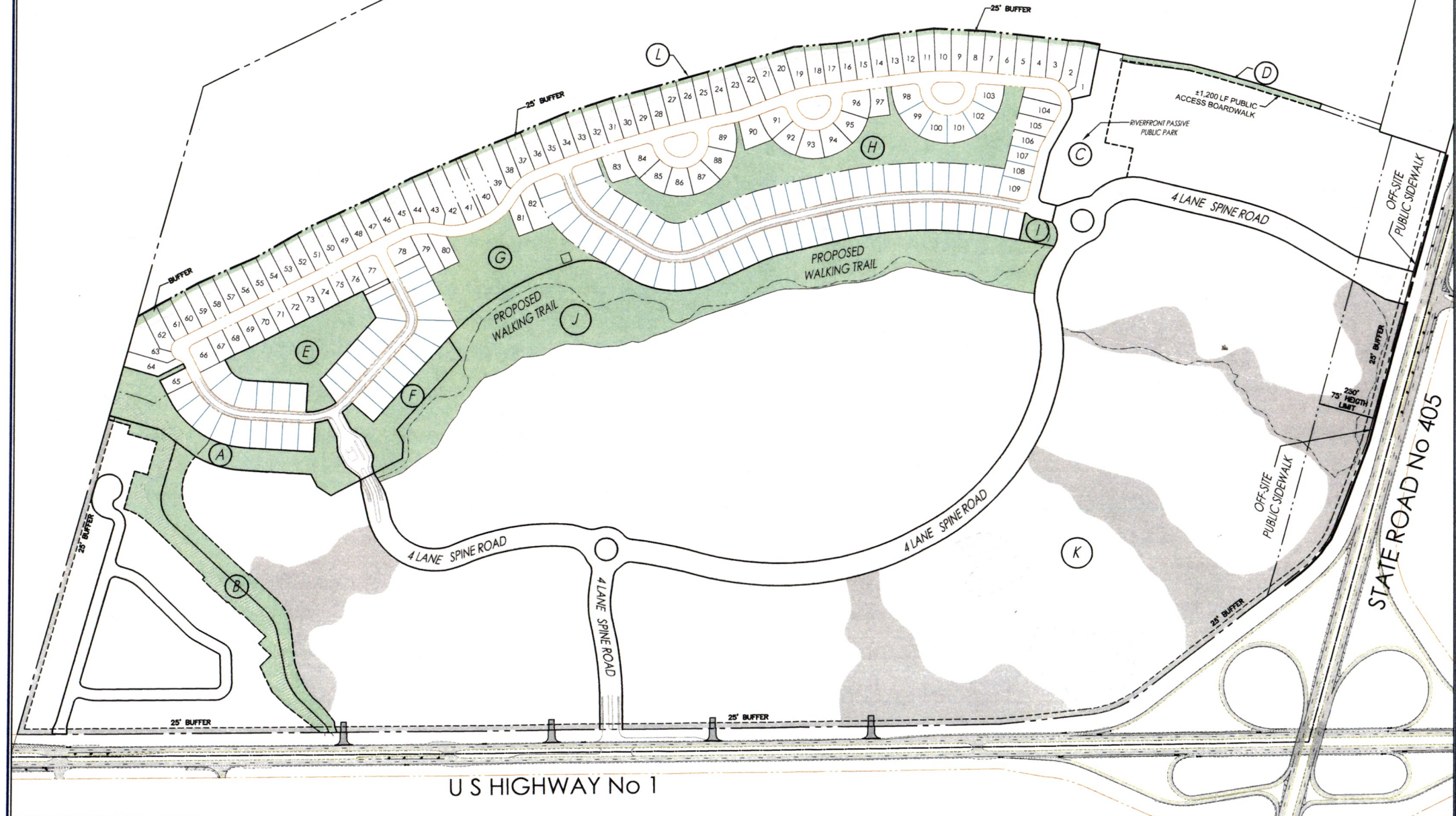
SCALE: 1"= 200'

INDIAN RIVER SUBMERGED LANDS

PARKS		
LOCATION	AREA ACRES	POTENTIAL FEATURES
A*	3.8	PRESERVATION, HIKING, NATURAL AREA, EXERCISE STOP, OBSERVATION BENCH, WALKWAY
B	5.6	WALKING PATH, NATURAL AREA, OBSERVATION BENCH, PRESERVATION
C	2.8	2.8 ACRE PUBLIC PARK W/PAVING, WALKWAY TO BOARDWALK, NATURAL AREA, OBSERVATION BENCH
D	0.5	12' WIDE WATERFRONT BOARDWALK AND 13' LANDSCAPED AREA
E	3.3	WALKWAYS, OBSERVATION BENCH, FOUNTAIN, PICNIC AREA
F	1.9	HIKING, NATURAL AREA, EXERCISE STOP, WALKWAY
G	3.7	PRIVATE PARK W/CLUBHOUSE, TOT LOT, DOG PARK, NATURAL AREA
H	6	WALKWAYS, OBSERVATION BENCH, FOUNTAIN, EXERCISE STOP
I	0.4	MASTER TRAIL HEAD, REST AREA
J	15.5	MASTER TRAIL, NATURAL AREA, OBSERVATION/REST AREA, EXERCISE STOP, PICNIC AREA WATER FEATURES
K*	9.2	TRAILS, WETLAND PRESERVE, WATER FEATURES, EXERCISE STOPS, OBSERVATION BENCHES

75.7 PROPOSED PARKS VS REQUIRED 15% IS 345.9 = 51.9 ACRES

NOTES:
 1. *1.2 ACRES OF AREA "A" IS PRESERVATION
 2. **4.2 ACRES OF AREA "A" IS PRESERVATION
 3. A 1.5 ACRE PUBLIC PARK WILL EITHER BE LOCATED IN PARCEL 2, 3, OR 6 (SEE EXHIBIT B) & IS NOT INCLUDED IN THE PROPOSED PARK AREA ABOVE



SUBMITTAL DATE	
CITY	DATE
COUNTY	DATE
SARNO	DATE
PREP	DATE
FOOT	DATE
CLERT	DATE
OTHER	DATE
OTHER	DATE

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MASTER PLAN
 TRANQUILITY
 EXHIBIT B-1
 PROPOSED OPEN SPACE AND PARKS
 BREVARD COUNTY
 FLORIDA

SHEET NO 2 OF 2
 CAND FILE
 FILE NO

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