



CITY OF TITUSVILLE

PLANNING AND ZONING COMMISSION

AGENDA

Regular Meeting

January 7, 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 December 3, 2025**

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 resubmit the FIFTH Amendment to the Tranquility Development Agreement with the changes recommended by staff.

**B. Planning & Zoning Commission Semi-Annual Report**

Review report and approve

**C. Small Scale Amendment (SSA) 7-2025 - 1400 Elizabeth Ave**

Conduct the public hearing and make recommendation on Small Scale Comprehensive Plan Amendment (SSA) 7-2025.

Recommend **approval** of the amendment to the Comprehensive Plan Future Land Use Map by changing the future land use designation from Low Density Residential to the alternative Medium Density Residential.

Recommend **approval** of the rezoning from the Single-Family Medium Density (R-1B) to the alternative Multifamily Medium Density (R-2) zoning district consistent with the Small Scale Amendment.

**D. Christian Court Townhomes - Preliminary Plat**

Approve the Preliminary Plat for Christian Court Townhomes

**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 December 3, 2025**  
**Department/Office:** Planning

**Recommended Action:**

Approve Minutes

**Summary Explanation & Background:**

Minutes December 3, 2025

**Alternatives:**

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. 12.03.25 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 December 3, 2025 at 6:00 p.m.

XXX

Chairman Aton called the meeting to order at 6:00 p.m. Present were, Vice Chairman Christopher Childs, Secretary Grant, Member John Scully, Member Janay Gelin, Member Garrod, Member Fayson, Alternate Member James Troutman and Alternate Member AnnMarie Seidler. Also, in attendance were Principal Planner Eddy Galindo, City Attorney Andriene Treasure and Recording Secretary Laurie Dargie.

XXX

Vice Chairman Childs made a motion to approve the minutes from the November 19, 2025 meeting as presented. Member Fayson seconded. There was a unanimous voice vote in favor.

XXX

**Quasi-Judicial Confirmation Procedures**

XXX

**Petitions and Requests from the Public Present**

Kathleen O'Rourke of Titusville, Florida came to make comments about the Gemini Lakes proposal. Ms. O'Rourke read from a handout that she provided to the recording secretary.

Penelope Childs of Titusville, Florida came to speak to the Commission members. Miss Childs thanked the Planning and Zoning Commission members for their service to the Community as volunteers.

XXX

**Old Business**

None

XXX

**New Business**

**Comprehensive Plan Amendment CPA#2-2025 – Gemini Lakes (Royal Oak Golf Course) Transmittal**

Principal Planner Eddy Galindo advised the Commission members that the applicant has requested that this item be continued to the January 7, 2026 meeting. Mr. Galindo stated that the purpose of the meeting is so the Planning and Zoning Commission members can consider the applicants' request to continue the item since the item was already advertised and the meeting notifications were mailed out.

Kim Rezanka, attorney on behalf of owner Toulon Apartments and the developer, came to request that this item be continued to the January 7, 2026 meeting. Ms. Rezanka said the applicant plans to have another community engagement meeting on January 5, 2026 per the request of some of the City Council members.

XXX

Vice Chairman Childs made a motion to continue Comprehensive Plan Amendment CPA# 2-2025 – Gemini Lakes (Royal Oak Golf Course) Transmittal to the January 7, 2026 Planning and Zoning Commission meeting. Member Fayson seconded.

Roll call was as follows:

Member Garrod	Yes
Member Scully	Yes
Vice Chairman Childs	Yes
Member Gelin	Yes
Secretary Grant	Yes
Member Fayson	Yes
Chairman Aton	Yes

Motion passed.

XXX

**Petitions & Requests from the Public Present**

None

XXX

**Reports**

No reports

XXX

**Adjournment 6:17pm**

City of Titusville  
"Gateway to Nature and Space"

REPORT

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

**Recommended Action:**

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

**Summary Explanation & Background:**

On November 19, 2025, the Planning and Zoning Commission tabled this item to the December 3, 2025, regular meeting. The Commission then tabled the item to the January 7, 2026 regular meeting.

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 proposing modifications to the existing development agreement to increase building heights from 100 to 150 feet, eliminate buffers, waive the requirement that small scale plat not require a main extension, and allows the clearing of land and stockpiling of fill.

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).

The City Council will hold the public hearing on January 13, 2026.

**Alternatives:**

- Approve the amendments as written.
- Approve the amendments with changes.

- Deny the amendments.

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. DA 1-2025 Staff Report
2. Future Land Use Map
3. Tranquility Ponds & Fill Plan 8-19-2025
4. Community Meeting Notice
5. Community Meeting summary
6. Draft Fifth Amendment to Development Agreement - Tranquility
7. Fourth Amendment to Development Agreement - Tranquility
8. Third Amendment to Development Agreement - Tranquility
9. Second Amendment to Development Agreement - Antigua Bay
10. First Amendment to Development Agreement - Antigua Bay
11. Development Agreement - Antigua Bay
12. CODE



# City of Titusville

## Planning Department Staff Report

### Development Agreement (DA) No. 1-2025

### Antigua Bay Mixed Use Development Agreement 5<sup>th</sup> Amendment & Master Plan (a/k/a Tranquility)

**Meeting Dates:** *Planning and Zoning Commission: January 7, 2025*

*City Council: January 13, 2025*

**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 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 proposing modifications to the existing development agreement to increase building heights from 100 to 150 feet, eliminate buffers, waive the requirement that small scale plat not require a main extension, and allows the clearing of land and stockpiling of fill.

### Background

#### Property Information

	Property Use	Future Land Use	Zoning
<b>Existing</b>	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
<b>Proposed</b>	Amend the development agreement to increase building height from 100 to 150 feet in the RMU-300 and RMU-400 subdistricts, eliminate buffers, waive the requirement that small scale plat not require a main extension, and allows 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
<b>North</b>	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)
<b>South</b>	Riverwalk (formerly Vector Space) across the street (SR 405)	Planned Industrial Park	Planned Industrial District (PID)
<b>East</b>	Indian River Lagoon	NA	NA
<b>West</b>	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 subdivision in Parcel 4 (formerly Tract 5) approved on  
14 September 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 subdivision in Parcel 4 (formerly Tract 5) approved on June  
18 10, 2022.
- 19 k. Tranquility Phase III single family subdivision in Parcel 1 (formerly Tract 1) in review.
- 20 l. Tranquility Phase IV ponds in Parcel 3 (formerly Tract 11A) in review.
- 21 m. Site Plan for the spine road in review.

22

**Development Agreement (DA) No. 1-2025 5<sup>th</sup> Amendment**

**Proposed Amendment**

The requested Fifth amendment to the development agreement proposes the following significant changes:

- A. Amends Section 3.4 “Maximum Overall Height” with the following changes to existing language in the development agreement.

Those structures in the RMU 100 or RMU 200 Districts shall be restricted so as 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 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”.

*Staff comment: Section 34-394 of the Code states, “Any agreement may... provide for variances or waivers from any applicable land development regulation of the City, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the Land Development Regulations, must be consistent with the City's Comprehensive Plan, and must serve the public health, safety, and welfare of the citizens and visitors of the City.”*

*Bona fide need and enhancement are terms not defined in the City's Code. Merriam-Webster defines bona fide as authentic, true or real, and enhancement is to increase or improve in value, quality, desirability, or attractiveness.*

*The City's Height Overlay requires a mixed use building and waterfront to qualify for the 150-foot allowance. A bona fide need or justification was not submitted as required by Section 34-394 of the Code. Approval of the waiver or variance will not provide the required enhancement to the development. A large area of the Tranquility development will be entitled to construct 150-foot structures without qualifying for the overlay criteria described in Section 29-162 of the Code. The staff recommends that the Tranquility development be consistent with the Code and that the proposed amendment not be approved due to the lack of a bona fide need as required.*

- B. Adds Section 3.6.3 to the “Landscape Buffers” with the following language.

Perimeter Landscape Buffers and buffers between sub-districts are as shown in the Master Development Plan. No landscape buffers shall be required between parcels located within subdistricts.

*Staff comment: Section 34-394 of the Code states, “Any agreement may... provide for variances or waivers from any applicable land development regulation of the City, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the Land Development Regulations, must be consistent with the*

**Development Agreement (DA) No. 1-2025 5<sup>th</sup> Amendment**

1                    *City's Comprehensive Plan, and must serve the public health, safety, and*  
2                    *welfare of the citizens and visitors of the City."*

3                    *The City's landscape code requires 10 to 20-foot wide landscape yards*  
4                    *(buffers) between commercial and residential uses. A bona fide need or*  
5                    *justification was not submitted as required by Section 34-394 of the Code.*  
6                    *Approval of the waiver or variance will not provide the required*  
7                    *enhancement to the development. Landscape yards (buffers) are an*  
8                    *important performance measure to protect incompatible uses from*  
9                    *negatively affecting each other. The City has an interest in governing the*  
10                   *relationship between uses for the safety and welfare of its citizens.*  
11                   *Specifically, comprehensive plan Future Land Use Element Policies 1.9.6*  
12                   *and 1.14.10 requires appropriate buffers to minimize nuisance effects and*  
13                   *incompatibilities with other land uses.*

14                   *The staff recommends some allowances be made for certain horizontal*  
15                   *mixed use developments. For example, a single parcel with a hotel,*  
16                   *restaurant and apartment building may be compatible provided there are*  
17                   *specific screenings where appropriate. The applicant should propose*  
18                   *specific design criteria to be incorporated into the development agreement.*  
19                   *The staff will then apply the new criteria, if approved by Council, as site*  
20                   *plans are submitted for review and approval.*

21                   C. Adds Section 3.6.8.1.d. to the "Variances and Waivers" with the following language.

22                   Section 30-143(a)(1) to allow for small scale plat qualifications by allowing the use  
23                   of water, sewer, and reuse via the addition of service laterals or private mains for  
24                   each lot; to allow for a joint stormwater management facility with connecting lots;  
25                   providing for access for each lot via either driveway connections or private  
26                   recorded easements. The bona fide need is to allow for uniform development while  
27                   providing for public access and utilities without unnecessary disruption to the  
28                   approved Master Plan. The significant enhancement to be provided by the  
29                   Developer is that the Developer will provide enhanced landscaping along and  
30                   abutting the spine roads as shown on Exhibit B, specifically by increasing the  
31                   landscaping equal to or above 125% of the minimum required by the Land  
32                   Development Regulations as measured by quantity, height, caliper inches or some  
33                   combination thereof.

34                   *Staff comment: The City's small scale platting process allows for the*  
35                   *division of land for up to 10 lots without the need to create new streets and*  
36                   *infrastructure. Section 34-143(a)(1)a states that the project can only qualify*  
37                   *for a small scale plat when water, sewer and reuse can be provided by the*  
38                   *addition of a service lateral only for each lot being proposed (no main*  
39                   *extensions required). In this case a main extension will be required to be*  
40                   *constructed in order to approve a new plat.*

41                   *Approval of the language will allow the applicant to by-pass the City's*  
42                   *preliminary platting process, including review and approval by Council.*

43                   And Adds Section 3.6.9. "Clearing and Fill Stockpile" with the following language.

44                   In conjunction with any land clearing activities within the Development conducted  
45                   under an approved development order, Developer shall be entitled to stockpile fill  
46                   and other required materials upon the filing of a Clearing and Fill Stockpile Plan  
47                   with the City, detailing the approximate location of the proposed fill storage area  
48                   within the Master Development. Further, such Clearing and Fill Stockpile Plan

**Development Agreement (DA) No. 1-2025 5<sup>th</sup> Amendment**

1           shall detail industry standard means and methods for erosion and sediment control  
2           systems to be utilized on the proposed storage area.

3           *Staff comment: The request is related to the construction of a water feature*  
4           *and storage of soil at various locations in the Tranquility property. The staff*  
5           *was informed that the water feature will be made up of several large ponds*  
6           *to be located in Parcel 3 of the master plan. The ponds will provide a*  
7           *waterfront for several single family lots located in Phase II of the single-*  
8           *family subdivision in Parcel 5 of the master plan. The ponds will not be*  
9           *included in a replat of Phase II. The staff was also informed that the ponds*  
10           *will later be used as part of a larger stormwater system for future*  
11           *development in Parcel 3 of the master plan.*

12           *The request is to obtain a site development permit to clear vegetation,*  
13           *excavate land and store a significant amount of soil without proposing an*  
14           *associated development. To date the City has received the following plans:*  
15           *Record number PSP24-0127 was submitted as part of a pre-application*  
16           *meeting on June 4, 2024; record number PSP25-0079 was submitted as*  
17           *part of a pre-application meeting on June 10, 2025; and record number*  
18           *PZE25-0093 is a site development permit with preliminary plat submitted*  
19           *on June 20, 2025. At the pre-application meetings, the staff referred to City*  
20           *Code Section 30-21, which states, “No use of property or change to same,*  
21           *including clearing, grubbing, grading or excavation, shall be commenced,*  
22           *nor shall buildings or other structures be constructed, erected, moved or*  
23           *altered without first obtaining a permit or approval as set forth in Chapter*  
24           *34, Procedures. Materials and equipment required for the permitted activity*  
25           *shall not be stored on site for longer than thirty (30) days prior to*  
26           *commencement of the permitted activity.”*

27           *The proposed amendment will entitle the applicant to stockpile fill and other*  
28           *required materials upon the filing of a Clearing and Fill Stockpile Plan with*  
29           *the City, detailing the approximate location of the proposed fill storage area*  
30           *within the Master Development. Based on a phone call between*  
31           *Community Development Director Brad Parrish and applicant Gary Allen*  
32           *Jr. on August 7, 2025, the intent of this language is to allow for the approval*  
33           *of a site development permit without proposing an associated*  
34           *development. In addition, Mr. Allen requested the ability to store the soil for*  
35           *an unknown period of time, possibly years.*

36           *There are other limitations described in the Code and Comprehensive plan.*  
37           *Section 30-83 states, “No person, firm or other entity may cut, fill, grade or*  
38           *in any other manner alter the natural topography within the corporate limits*  
39           *of the City of Titusville unless such activity has been approved as part of a*  
40           *valid development order issued pursuant to these regulations. Materials*  
41           *and equipment required for the permitted activity shall not be stored on site*  
42           *for longer than thirty (30) days prior to commencement of the permitted*  
43           *activity.” Comprehensive Plan Conservation Element Strategy 1.2.1.1*  
44           *states, “The City will prevent clear cutting of land by requiring new*  
45           *developments to integrate existing healthy non-exotic vegetation into*  
46           *landscape plans.” A landscape plan is required to approve clear cutting. A*  
47           *landscape plan is part of a final site development plan. Further, Section 30-*  
48           *32 describes the criteria for tree removal. Paragraph (a) states, “The*  
49           *following criteria shall be considered by the Administrator to be justification*  
50           *for removal of protected trees. For heritage trees, additional criteria are*  
51           *provided in paragraph (e)... (1) Trees located in a portion of a lot or parcel*

**Development Agreement (DA) No. 1-2025 5<sup>th</sup> Amendment**

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

7                    *There are additional issues to consider regarding the Regional Mixed Use*  
8                    *(RMU) zoning on the property. The excavation of land and storage of soil*  
9                    *appear to be mining and outdoor storage activities, respectively. Sections*  
10                   *28-151 and 28-364 list outdoor storage as permitted and accessory uses*  
11                   *in certain zoning districts, which does not include the RMU zoning district.*  
12                   *Outdoor storage is defined as “The exterior depository, stockpiling, or*  
13                   *safekeeping of materials, products, merchandise, vehicles, trailers, and the*  
14                   *like on commercial or industrial properties. Outdoor storage may be*  
15                   *enclosed by a structure that includes a roof, but no side walls, in which*  
16                   *case the structure shall be deemed outdoor storage; outdoor storage may*  
17                   *involve fencing or screening without a roof in which case fencing or*  
18                   *screening shall be deemed outdoor storage. Parking lots do not qualify for*  
19                   *outdoor storage. Outdoor storage does not involve any product*  
20                   *representation or signage except for those emergency or safety-related*  
21                   *signs specifically approved by the City. Automatic vending or transaction*  
22                   *machines accessory to allowable uses do not constitute outdoor storage.*  
23                   *The parking or storage of vehicles, equipment, and merchandise for a*  
24                   *period of less than twenty-four (24) hours does not constitute outdoor*  
25                   *storage” [Chapter 37 LDR].*

26                   *Finally, Comprehensive Plan Conservation Element Policy 1.4.1 states*  
27                   *“Commercial mining shall not be allowed in the City of Titusville.” The*  
28                   *excavation of land for purposes of storing soil for future development with*  
29                   *an unknown timeframe is not consistent with the comprehensive plan.*

30                   *In conclusion, the request and draft amendment to the agreement conflicts*  
31                   *with the Code and comprehensive plan.*

32                   *The stock piling of soil for several years as a final development order may*  
33                   *be accomplished by amending the comprehensive plan and adopting a*  
34                   *special clearance procedure by ordinance.*

35                   **Recommended Action**

- 36                   ➤ Request the applicant resubmit the FIFTH Amendment to the Tranquility Development  
37                   Agreement with the changes recommended by staff.

1 Changes proposed by the Fifth Amendment to the Development Agreement are compared to the current provisions of the development.

Agreement Sections	Current Agreement	Proposed Agreement	Code consistency or concern	Recommendation
<p>Maximum Overall Height [Sec 3.4]</p>	<p>Max 35-foot height in RMU-100 and RMU-200</p> <p>Max 100-foot height in RMU-300 and RMU-400</p> <p>Max 75-foot height if within 100-feet of Columbia Blvd</p>	<p>Max 35-foot height in RMU-100 and RMU-200</p> <p>Max 150-foot height in RMU-300 and RMU-400</p> <p>Max 75-foot height if within 100-feet of Columbia Blvd</p>	<p>The RMU zoning restricts height to 50-feet. In 2017, the agreement was approved with a waiver allowing multifamily and commercial structures a height of 100-feet. <b>The proposal expands the area where increased height may be located.</b> The developer must demonstrate a bona-fide need and the project must be enhanced above the minimum code requirements.</p> <p>A bona fide need and enhancement were not proposed as required by Section 34-394 of the Code.</p>	<p>The City's Height Overlay requires a mixed use building and waterfront in order to qualify for the 150-foot allowance.</p> <p>Approval of the agreement will waive this requirement.</p>
<p>Landscape buffers [Sec 3.6.3]</p>	<p>The City's landscape Code requires 10 to 20-foot wide landscape yards (buffers) between commercial and residential uses.</p>	<p>Eliminate all landscape yards (buffers) between parcels</p>	<p>Cities have a public safety and welfare interest in regulating incompatible uses with performance standards such as buffers.</p> <p>Comprehensive Plan FLUE Policies 1.9.6 and 1.14.10 requires appropriate buffers.</p> <p>A bona fide need and enhancement were not proposed as required by Section 34-394 of the Code.</p>	<p>As an alternative, the applicant should propose specific screenings between uses.</p>

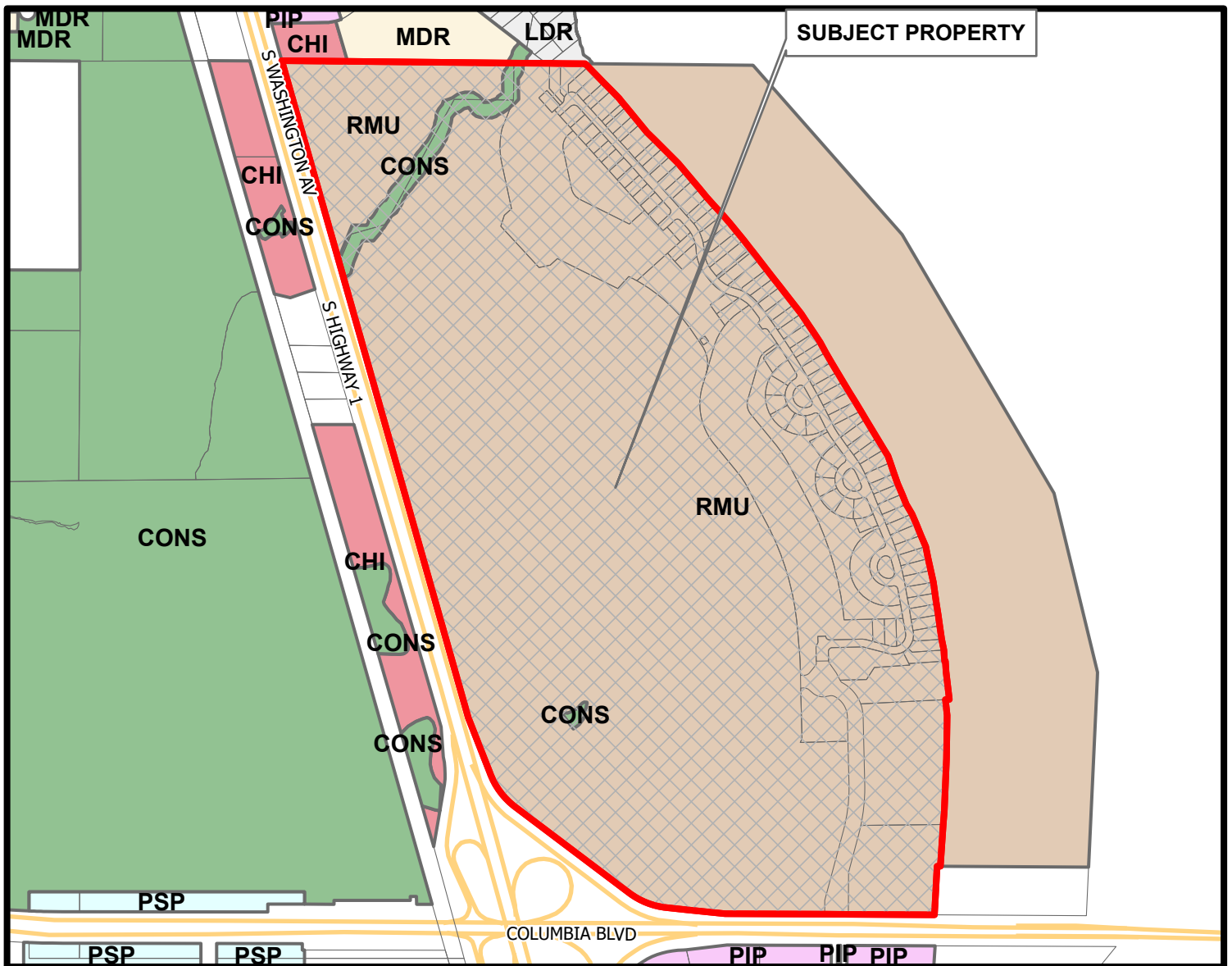
3  
4

**Development Agreement (DA) No. 1-2025 5<sup>th</sup> Amendment**

1 Changes proposed by the Fifth Amendment to the Development Agreement are compared to the current provisions of the development.

<b>Agreement Sections</b>	<b>Current Agreement</b>	<b>Proposed Agreement</b>	<b>Code consistency or concern</b>	<b>Recommendation</b>
<p>Variances and waivers [Sec 3.6.8.1]</p>	<p>Plats must adhere to the code</p>	<p>Waives the requirement that a small scale plat not require a main extension [Sec. 34-394].</p>	<p>Waiving this requirement will allow for the creation of large tracts of land without the requisite infrastructure to serve them.</p> <p>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</p>	<p>Submit a plat for review.</p>
<p>Clearing and fill stockpile [Sec 3.6.9]</p>	<p>Clearing and stock piling as a final development order is currently not permitted by Code.</p>	<p>Allows the clearing of land and stockpiling of fill as a final development order.</p>	<p>Comprehensive Plan Conservation Element Strategy 1.2.1.1 prevents the clear cutting of land by requiring new developments to integrate existing healthy non-exotic vegetation into landscape plans.” A landscape plan is required to approve clear cutting. A landscape plan is part of a final site development plan.</p>	<p>Submit a final development plan that justifies the removal of trees and clearing of land.</p>

2

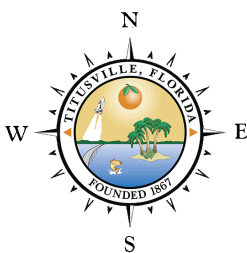


# FUTURE LAND USE MAP

## DA\_1-2025

<b>CHI</b> COMMERCIAL HIGH INTENSITY	<b>ED</b> EDUCATIONAL	<b>PIP</b> PLANNED INDUSTRIAL PARK	<b>RES-2</b> RESIDENTIAL-2
<b>CLI</b> COMMERCIAL LOW INTENSITY	<b>IND</b> INDUSTRIAL	<b>PSP</b> PUBLIC/ SEMI-PUBLIC	<b>RMU</b> REGIONAL MIXED USE
<b>CONS</b> CONSERVATION	<b>HDR</b> HIGH-DENSITY RESIDENTIAL	<b>PUD</b> PLANNED UNIT DEVELOPMENT	<b>SMU</b> SHORELINE MIXED-USE
<b>DMU</b> DOWNTOWN MIXED-USE	<b>MDR</b> MEDIUM-DENSITY RESIDENTIAL	<b>REC</b> RECREATIONAL	<b>UMU</b> URBAN MIXED-USE
	<b>LDR</b> LOW-DENSITY RESIDENTIAL	<b>RES-1</b> RESIDENTIAL-1	<b>US1</b> 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 5<sup>th</sup>, 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.

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 \_\_\_\_\_ 2025, 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 24<sup>th</sup>, 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. 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. **Landscape Buffers.** Section 3.6.3 of the Development Agreement relating to Landscape Buffers is deleted and replaced with the Section as set forth herein:

3.6.3. **Landscape Buffers.** Perimeter Landscape Buffers and buffers between sub-districts are as shown in the Master Development Plan. No landscape buffers shall be required between parcels located within subdistricts.

4. **Variations and Waivers.** Section 3.6.8.1 of the Development Agreement relating to Variations and Waivers is amended to add Sections 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:

- (d) Section 30-143(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.

Commented [BP1]: The correct citation is 34-143(a)(1)

5. **Clearing and Fill Stockpile.** Section 3.6.9 is hereby added to the Development Agreement as set forth herein:

3.6.9. **Clearing and Fill Stockpile.** In conjunction with any land clearing activities within the Development conducted under an approved development order, Developer shall be entitled to stockpile fill and other required materials upon the filing of a Clearing and Fill Stockpile Plan with the City, detailing the approximate location of the proposed fill storage area within the Master Development. Further, such Clearing and Fill Stockpile Plan shall detail industry standard means and methods for erosion and sediment control systems to be utilized on the proposed storage area.

6. **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.

7. **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.

8. **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 \_\_\_\_\_, 2025, 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 \_\_\_\_\_,  
2025, 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 \_\_\_\_\_, 2025, 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

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 24<sup>th</sup>, 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.

{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: [Signature]  
Print Name: Thomas C. Kress

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

Sign: [Signature]  
Print Name: Padney Matthews

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]

[Signature]  
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: Rehney 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

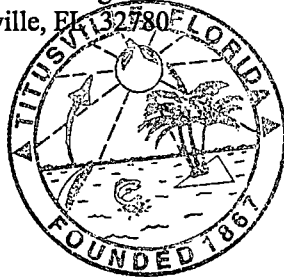
CITY:

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 10<sup>th</sup> 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.

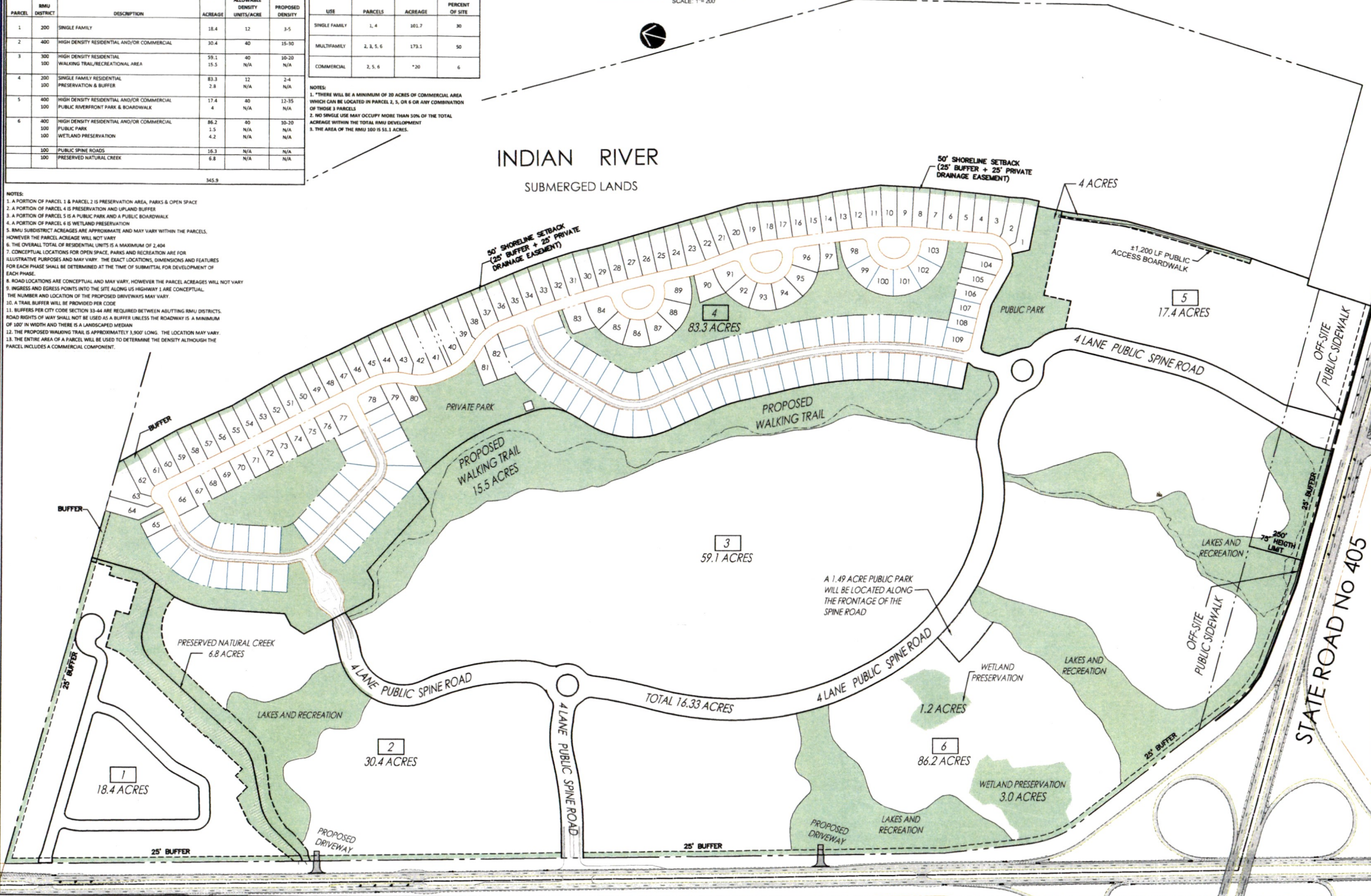
MASTER PLAN DATA TABLE					
PARCEL	BMU DISTRICT	DESCRIPTION	ACREAGE	ALLOWABLE DENSITY UNITS/ACRE	PROPOSED DENSITY
1	200	SINGLE FAMILY	18.4	12	3-5
2	400	HIGH DENSITY RESIDENTIAL AND/OR COMMERCIAL	30.4	40	15-30
3	300	HIGH DENSITY RESIDENTIAL WALKING TRAIL/RECREATIONAL AREA	59.1	40	10-20
4	200	SINGLE FAMILY 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	
SHAWM APPL. RMH	
STANDARD STD	
SCALE	
DATE	
JOB NO.	
F.B. NO.	
2000Z	
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  
 CAND FILE  
 FILE NO

© 2005 HONEYCUTT & ASSOCIATES, INC. ALL RIGHTS RESERVED.

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.

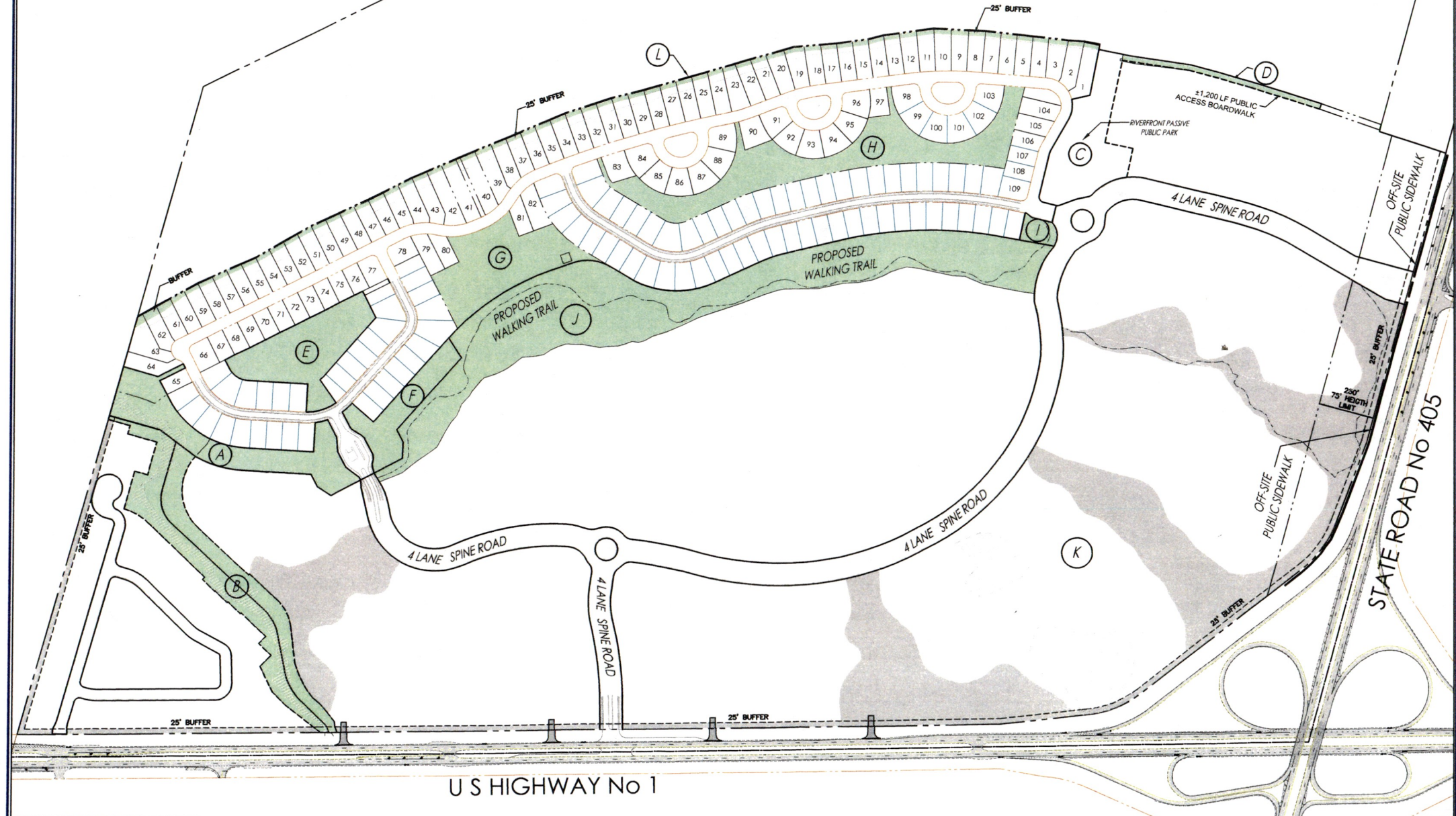
SCALE: 1"= 200'

# 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	PARCEL 3 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	SAVING
COUNTY	PLANNING
PREP	DATE
FOOT	DATE
CURT	DATE
OTHER	DATE
OTHER	DATE

FOR INFORMATIONAL PURPOSES ONLY

**Honeycutt & Associates, Inc.**  
 ENGINEERS-SURVEYORS-PLANNERS  
 3700 South Washington Avenue  
 Tallahassee, Florida 32380  
 (321) 267-6233 Fax (321) 269-7847  
 Certificate of Authorization EB-0007623



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

SHEET NO 2 OF 2  
 CAD FILE  
 FILE NO

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

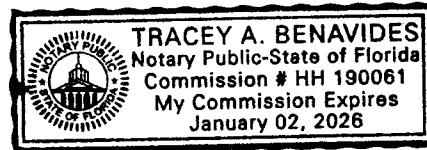
Sign: Tracey Benavides  
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this 5<sup>th</sup> 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

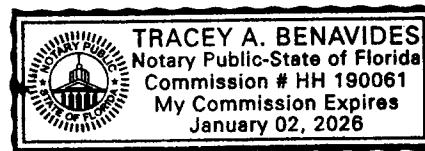
Sign: Tracey Benauides  
Print Name: TRACEY BENAUIDES

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 5<sup>th</sup> 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:

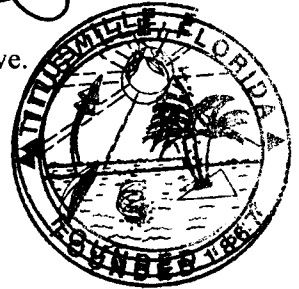
CITY OF TITUSVILLE, FLORIDA,  
a Florida Municipal Corporation

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 Jolynn Donhoff  
Print Name: Jolynn Donhoff

(CITY SEAL)



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 10<sup>th</sup> day of 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

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 14<sup>th</sup> 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

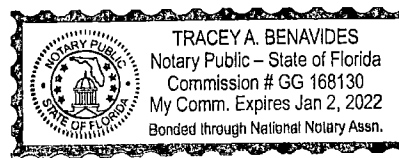
Sign: Tracey Benavides  
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by physical presence, this 23<sup>rd</sup> 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

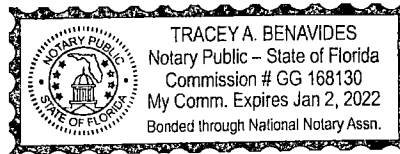
Sign: Tracey Benavides  
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 23<sup>rd</sup> 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)

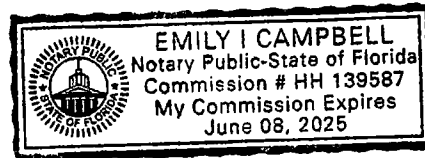


STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 28<sup>th</sup> 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 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 4<sup>th</sup> 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 4<sup>th</sup> 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

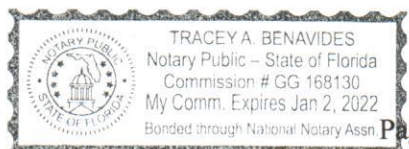
Sign: Tracey Benavides  
Print Name: TRACEY BENAVIDES

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, this 4<sup>th</sup> 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

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:

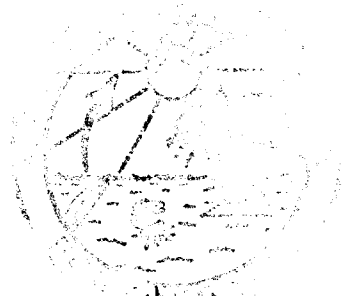
CITY OF TITUSVILLE, FLORIDA,  
a Florida Municipal Corporation

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

DISTANCE OF 197.87 FEET; THENCE N74°08'48"E, A DISTANCE OF 223.91 FEET; THENCE N28°52'40"E, A DISTANCE OF 907.14 FEET; THENCE S89°26'09"E, A DISTANCE OF 376.98 FEET; THENCE S21°56'20"W, A DISTANCE OF 193.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE FROM A RADIAL BEARING OF N76°33'00"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 221.86 FEET THROUGH A CENTRAL ANGLE OF 25°25'22" TO A POINT OF TANGENCY THEREOF; THENCE S11°58'22"E, A DISTANCE OF 297.74 FEET; THENCE S47°20'46"W, A DISTANCE OF 61.11 FEET; THENCE S17°36'18"W, A DISTANCE OF 72.35 FEET; THENCE S42°39'14"E, A DISTANCE OF 358.21 FEET; THENCE N77°05'14"E, A DISTANCE OF 72.35 FEET; THENCE N47°20'46"E, 61.80 FEET; THENCE S63°32'05"E, A DISTANCE OF 428.73 FEET; THENCE N42°18'06"E, A DISTANCE OF 103.95 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE FROM A RADIAL BEARING OF N26°11'16"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 536.85 FEET THROUGH A CENTRAL ANGLE OF 29°17'40" TO THE POINT OF TANGENCY THEREOF; THENCE S34°31'05"E, A DISTANCE OF 113.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET; THEN RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 177.07 FEET THROUGH A CENTRAL ANGLE OF 50°43'39" TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE S16°12'34"W A DISTANCE OF 92.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 388.22 FEET THROUGH A CENTRAL ANGLE OF 55°36'28" TO THE POINT OF TANGENCY THEREOF; THENCE S39°23'54"E, A DISTANCE OF 242.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 500.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 99.33 FEET THROUGH A CENTRAL ANGLE OF 11°22'58" TO THE POINT OF TANGENCY THEREOF; THENCE S28°00'56"E, A DISTANCE OF 263.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1725.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 696.08 FEET THROUGH A CENTRAL ANGLE OF 23°07'13" TO THE POINT OF TANGENCY; THENCE S04°53'43"E, A DISTANCE OF 175.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 950.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 58.40 FEET THROUGH A CENTRAL ANGLE OF 03°31'21" TO THE POINT OF TANGENCY THEREOF; THENCE S01°22'22"E, A DISTANCE OF 474.13 FEET; THENCE S25°22'57"W, A DISTANCE OF 25.20 FEET; THENCE N88°37'38"E, A DISTANCE OF 303.08 FEET; THENCE S01°22'22"E, A DISTANCE OF 270.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 298.77 FEET THROUGH A CENTRAL ANGLE OF 16°18'11" TO THE POINT OF TANGENCY THEREOF; THENCE S14°55'49"W, A DISTANCE OF 460.23 FEET; THENCE S00°17'48"W, A DISTANCE OF 87.71 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 405; THENCE N89°42'12"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 633.70 FEET; THENCE N84°03'16"W, ALONG A LIMITED ACCESS RIGHT-OF-WAY LINE, 373.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS

OF 475.00 FEET; THENCE CONTINUE ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 257.59 FEET THROUGH A CENTRAL ANGLE OF 31°04'14" TO THE POINT OF TANGENCY THEREOF; THENCE N52°59'02"W, A DISTANCE OF 907.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 274.66 FEET THROUGH A CENTRAL ANGLE OF 33°07'50" TO A POINT BEING NON-TANGENT TO THE FOLLOWING LINE; THENCE N21°23'31"W, A DISTANCE OF 375.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N15°51'12"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3002.60 FEET TO THE POINT OF BEGINNING.

**AND:**

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 S89°26'09"E, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1949.45 FEET; THENCE RUN S23°02'07"E, A DISTANCE OF 4418.46 FEET TO THE POINT OF BEGINNING OF PARCEL 2; THENCE N87°07'12"E, A DISTANCE OF 538.28 FEET; THENCE S06°38'32"E, A DISTANCE OF 101.04 FEET; THENCE S00°54'04"W, A DISTANCE OF 274.95 FEET; THENCE S02°26'34"W, A DISTANCE OF 332.42 FEET; THENCE S03°59'44"W, A DISTANCE OF 86.13 FEET; THENCE S89°23'07"W, ALONG A NON RADIAL LINE, 524.13 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE FROM A RADIAL BEARING OF S78°00'26"E, RUN NORTHERLY ALONG THE ARC OF SAID CURVE 268.26 FEET THROUGH A CENTRAL ANGLE OF 13°21'56" TO THE POINT OF TANGENCY THEREOF; THENCE N01°22'22"W, A DISTANCE OF 425.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 82.07 FEET THROUGH A CENTRAL ANGLE OF 18°48'35" TO THE POINT OF BEGINNING.

**TOGETHER WITH THE FOLLOWING EASEMENT:**

AN EASEMENT FOR INGRESS AND EGRESS 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 S89°26'09"E, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1949.45 FEET; THENCE RUN S23°02'07"E, A DISTANCE OF 4418.46 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE

FROM A RADIAL BEARING OF N69°49'03"E, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 82.07 FEET THROUGH A CENTRAL ANGLE OF 18°48'35" TO THE POINT OF TANGENCY THEREOF; THENCE RUN S01°22'22"E, A DISTANCE OF 154.69 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE S88°37'38"W, A DISTANCE OF 100.00 FEET; THENCE S01°22'22"E, A DISTANCE OF 270.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 298.77 FEET THROUGH A CENTRAL ANGLE OF 16°18'11" TO THE POINT OF TANGENCY THEREOF; THENCE S14°55'49"W, A DISTANCE OF 460.23 FEET; THENCE S00°17'48"W, A DISTANCE OF 87.71 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 405; THENCE S89°42'12"E, ALONG SAID RIGHT-OF-WAY LINE, 150.00 FEET; THENCE N00°17'48"E, A DISTANCE OF 266.37 FEET; THENCE N14°55'49"E, A DISTANCE OF 249.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 327.22 FEET THROUGH A CENTRAL ANGLE OF 16°18'11" TO THE POINT OF TANGENCY THEREOF; THENCE N01°22'22"W, A DISTANCE OF 270.56' TO THE POINT OF BEGINNING.

**[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)**

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 DISTANCE OF 197.87 FEET; THENCE N74°08'48"E, A DISTANCE OF 223.91 FEET; THENCE N28°52'40"E, A DISTANCE OF 907.14 FEET; THENCE S89°26'09"E, A DISTANCE OF 376.98 FEET; THENCE S21°56'20"W, A DISTANCE OF 193.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE FROM A RADIAL BEARING OF N76°33'00"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 221.86 FEET THROUGH A CENTRAL ANGLE OF 25°25'22" TO A POINT OF TANGENCY THEREOF; THENCE S11°58'22"E, A DISTANCE OF 297.74 FEET; THENCE S47°20'46"W, A DISTANCE OF 61.11 FEET; THENCE S17°36'18"W, A DISTANCE OF 72.35 FEET; THENCE S42°39'14"E, A DISTANCE OF

358.21 FEET; THENCE N77°05'14"E, A DISTANCE OF 72.35 FEET; THENCE N47°20'46"E, 61.80 FEET; THENCE S63°32'05"E, A DISTANCE OF 428.73 FEET; THENCE N42°18'06"E, A DISTANCE OF 103.95 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE FROM A RADIAL BEARING OF N26°11'16"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 536.85 FEET THROUGH A CENTRAL ANGLE OF 29°17'40" TO THE POINT OF TANGENCY THEREOF; THENCE S34°31'05"E, A DISTANCE OF 113.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET; THEN RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 177.07 FEET THROUGH A CENTRAL ANGLE OF 50°43'39" TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE S16°12'34"W A DISTANCE OF 92.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 388.22 FEET THROUGH A CENTRAL ANGLE OF 55°36'28" TO THE POINT OF TANGENCY THEREOF; THENCE S39°23'54"E, A DISTANCE OF 242.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 500.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 99.33 FEET THROUGH A CENTRAL ANGLE OF 11°22'58" TO THE POINT OF TANGENCY THEREOF; THENCE S28°00'56"E, A DISTANCE OF 263.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1725.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 696.08 FEET THROUGH A CENTRAL ANGLE OF 23°07'13" TO THE POINT OF TANGENCY; THENCE S04°53'43"E, A DISTANCE OF 175.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 950.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 58.40 FEET THROUGH A CENTRAL ANGLE OF 03°31'21" TO THE POINT OF TANGENCY THEREOF; THENCE S01°22'22"E, A DISTANCE OF 474.13 FEET; THENCE S25°22'57"W, A DISTANCE OF 25.20 FEET; THENCE N88°37'38"E, A DISTANCE OF 303.08 FEET; THENCE S01°22'22"E, A DISTANCE OF 270.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 298.77 FEET THROUGH A CENTRAL ANGLE OF 16°18'11" TO THE POINT OF TANGENCY THEREOF; THENCE S14°55'49"W, A DISTANCE OF 460.23 FEET; THENCE S00°17'48"W, A DISTANCE OF 87.71 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 405; THENCE N89°42'12"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 633.70 FEET; THENCE N84°03'16"W, ALONG A LIMITED ACCESS RIGHT-OF-WAY LINE, 373.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 475.00 FEET; THENCE CONTINUE ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 257.59 FEET THROUGH A CENTRAL ANGLE OF 31°04'14" TO THE POINT OF TANGENCY THEREOF; THENCE N52°59'02"W, A DISTANCE OF 907.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 274.66 FEET THROUGH A CENTRAL ANGLE OF 33°07'50" TO A POINT BEING NON-TANGENT TO THE FOLLOWING LINE; THENCE N21°23'31"W, A DISTANCE OF 375.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1;

THENCE N15°51'12"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3002.60 FEET TO THE POINT OF BEGINNING.

**AND:**

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 S89°26'09"E, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1949.45 FEET; THENCE RUN S23°02'07"E, A DISTANCE OF 4418.46 FEET TO THE POINT OF BEGINNING OF PARCEL 2; THENCE N87°07'12"E, A DISTANCE OF 538.28 FEET; THENCE S06°38'32"E, A DISTANCE OF 101.04 FEET; THENCE S00°54'04"W, A DISTANCE OF 274.95 FEET; THENCE S02°26'34"W, A DISTANCE OF 332.42 FEET; THENCE S03°59'44"W, A DISTANCE OF 86.13 FEET; THENCE S89°23'07"W, ALONG A NON RADIAL LINE, 524.13 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE FROM A RADIAL BEARING OF S78°00'26"E, RUN NORTHERLY ALONG THE ARC OF SAID CURVE 268.26 FEET THROUGH A CENTRAL ANGLE OF 13°21'56" TO THE POINT OF TANGENCY THEREOF; THENCE N01°22'22"W, A DISTANCE OF 425.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 82.07 FEET THROUGH A CENTRAL ANGLE OF 18°48'35" TO THE POINT OF BEGINNING.

**TOGETHER WITH THE FOLLOWING EASEMENT:**

AN EASEMENT FOR INGRESS AND EGRESS LYING WITHIN SECTIONS 35 AND 36, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

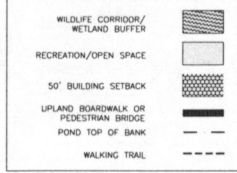
COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 35 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN S89°26'09"E, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1949.45 FEET; THENCE RUN S23°02'07"E, A DISTANCE OF 4418.46 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE FROM A RADIAL BEARING OF N69°49'03"E, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 82.07 FEET THROUGH A CENTRAL ANGLE OF 18°48'35" TO THE POINT OF TANGENCY THEREOF; THENCE RUN S01°22'22"E, A DISTANCE OF 154.69 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE S88°37'38"W, A DISTANCE OF 100.00 FEET; THENCE S01°22'22"E, A DISTANCE OF 270.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 298.77 FEET THROUGH A CENTRAL ANGLE OF 16°18'11" TO THE POINT OF TANGENCY THEREOF; THENCE S14°55'49"W, A DISTANCE OF 460.23

FEET; THENCE S00°17'48"W, A DISTANCE OF 87.71 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 405; THENCE S89°42'12"E, ALONG SAID RIGHT-OF-WAY LINE, 150.00 FEET; THENCE N00°17'48"E, A DISTANCE OF 266.37 FEET; THENCE N14°55'49"E, A DISTANCE OF 249.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 327.22 FEET THROUGH A CENTRAL ANGLE OF 16°18'11" TO THE POINT OF TANGENCY THEREOF; THENCE N01°22'22"W, A DISTANCE OF 270.56' TO THE POINT OF BEGINNING.

**Exhibits “B-1 through B-5”**

**Master Development Plan**

LEGEND:



OVERALL RMU DISTRICT CALCULATIONS

RMU DISTRICT	DESCRIPTION	ACRAGE	%
RMU 100	PUBLIC USES	34.90	28
RMU 200	SINGLE FAMILY	87.37	23
RMU 300	MULTIFAMILY	79.17	23
RMU 400	COMMERCIAL/OFFICE USE	34.18	10
VARIES	STORMWATER	49.27	14
	TOTAL	344.89	100



OVERALL MASTER DEVELOPMENT PLAN



RMU DISTRICT	PARCEL #	DESCRIPTION	ACRAGE	ALLOWED DENSITY UNITS/ACRE	PROPOSED DENSITY UNITS/ACRE	PROPOSED NUMBER OF UNITS	MAXIMUM BUILDING HEIGHT
RMU 200	1	SINGLE-FAMILY RESIDENTIAL	18.07	12	3.3	59	35'
RMU 100	2	PRESERVED NATURAL CREEK	6.77	N/A	N/A	0	35'
RMU 300	3	HIGH DENSITY MULTI-FAMILY	13.30	40	23.9	316	100'
RMU 300	4	HIGH DENSITY MULTI-FAMILY	11.02	40	24.0	219	100'
RMU 200	5	SINGLE-FAMILY RESIDENTIAL	69.30	12	2.8	202	35'
RMU 100	6A	PUBLIC COMMUNITY PARK	1.49	N/A	N/A	0	35'
RMU 100	6B	PUBLIC RIVERFRONT PARK	3.29	N/A	N/A	0	35'
RMU 300	7	HIGH DENSITY MULTI-FAMILY	9.75	40	27.5	266	100'
RMU 400	8	HIGH DENSITY MULTI-FAMILY & COM (MIXED USE)	7.35	40	20.4	148	*100'
RMU 400	9	HIGH DENSITY MULTI-FAMILY & COM (MIXED USE)	10.33	40	20.1	208	*100'
RMU 100	10A	PUBLIC ROADS & PEDESTRIAN RIGHT-OF-WAY	12.56	N/A	N/A	0	35'
RMU 100	10B	PUBLIC ROADS & PEDESTRIAN RIGHT-OF-WAY	3.26	N/A	N/A	0	35'
RMU 100	11A-11B	OPEN SPACE	67.51	N/A	N/A	0	35'
RMU 300	12	HIGH DENSITY MULTI-FAMILY	32.49	40	25.9	872	100'
RMU 300	13	MEDIUM DENSITY MULTI-FAMILY	12.63	9	9	114	35'
RMU 400	14	REGIONAL COMMERCIAL	16.50	N/A	N/A	0	100'
VARIES	15A-15M	MASTER STORM WATER SYSTEM	49.27	N/A	N/A	0	35'
	TOTAL:		344.89	-	-	2,404	-

\*ALL STRUCTURES WITHIN 250' OF COLUMBIA BOULEVARD SHALL HAVE A MAXIMUM 75' HEIGHT LIMIT.

APPROVED: \_\_\_\_\_

REVISION: \_\_\_\_\_

DATE: \_\_\_\_\_

REV: \_\_\_\_\_

CONSTRUCTION ENGINEERING GROUP  
consulting engineers

ANTIGUA BAY  
US 1 & STATE ROAD 405  
DRAWING TITLE  
OVERALL MASTER DEVELOPMENT PLAN

DATE: 10-17-17

SCALE: 1"=200'

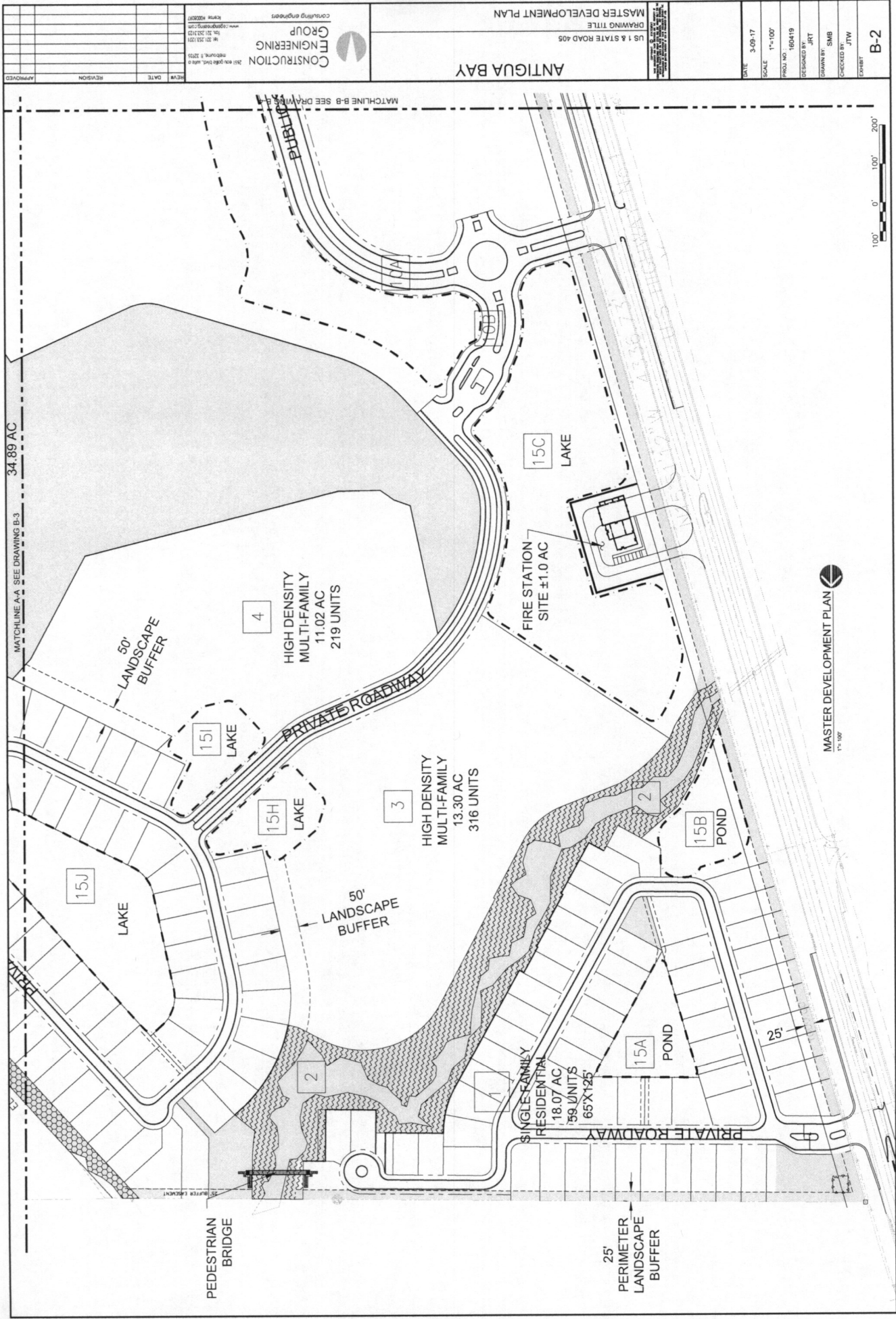
PROJ. NO.: 160419

DESIGNED BY: JRT

DRAWN BY: SMB

CHECKED BY: JTW

EXHIBIT: B-1



NO.	DATE	REVISION	APPROVED

CONSULTING ENGINEERS  
**GROUP**  
 ENGINEERING  
 CONSTRUCTION  
 3611 NW 96th Ave, Suite 200  
 Miami, FL 33122  
 Tel: 305.443.1234  
 Fax: 305.443.1235  
 www.groupeng.com  
 License No. 15007  
 Scale: 1"=100'

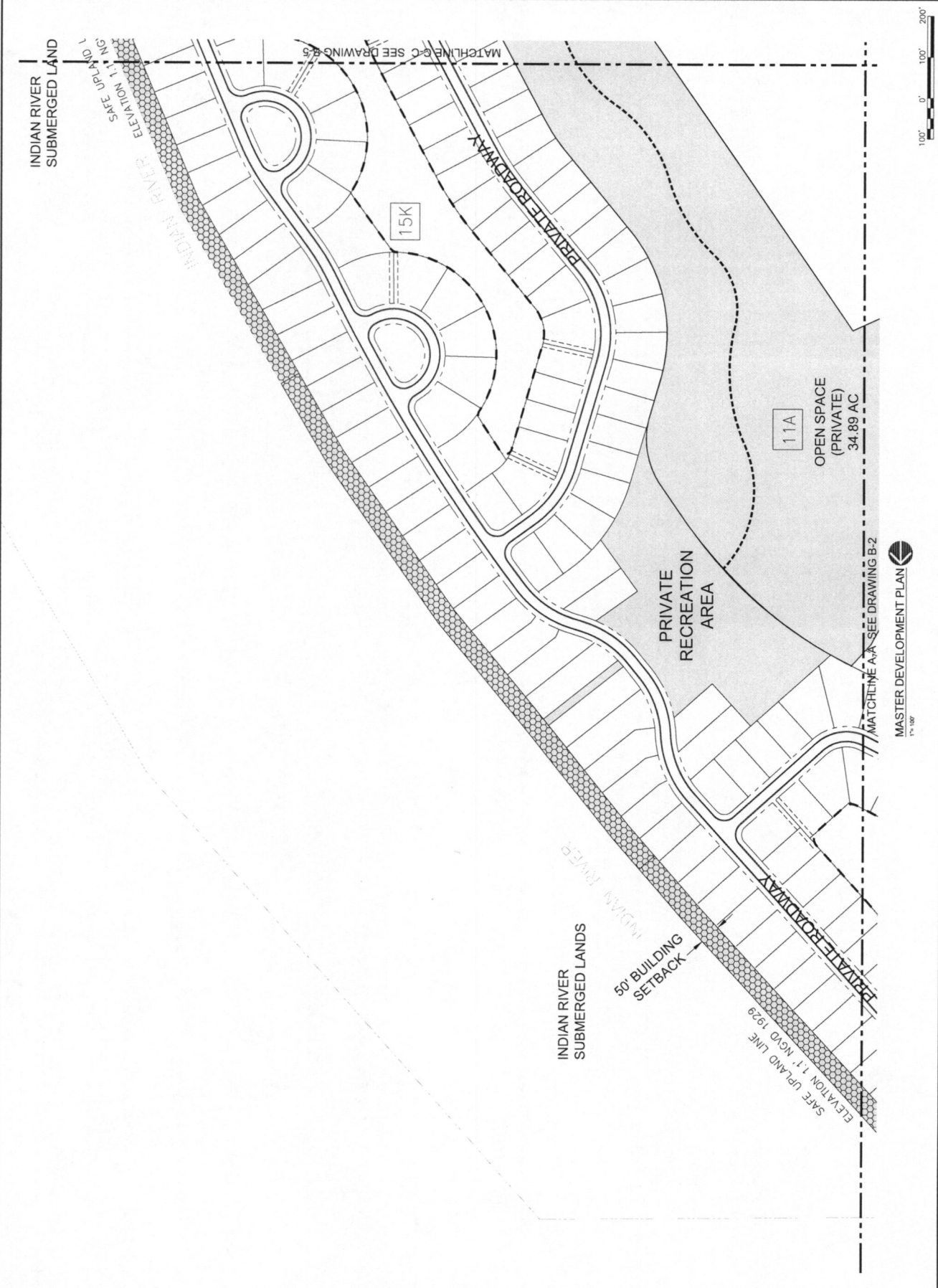
**ANTIGUA BAY**  
 MASTER DEVELOPMENT PLAN  
 DRAWING TITLE  
 US 1 & STATE ROAD 405  
 DATE: 3-09-17  
 SCALE: 1"=100'  
 PROJ. NO: 180419  
 DESIGNED BY: JRT  
 DRAWN BY: SMB  
 CHECKED BY: JTW  
 EXHIBIT: B-2

MATCHLINE A - SEE DRAWING B-3  
 34.89 AC  
 MATCHLINE B - SEE DRAWING B-1  
 DATE: 3-09-17  
 SCALE: 1"=100'  
 PROJ. NO: 180419  
 DESIGNED BY: JRT  
 DRAWN BY: SMB  
 CHECKED BY: JTW  
 EXHIBIT: B-2

MASTER DEVELOPMENT PLAN  
 1"=100'



ANTIGUA BAY  
 MASTER DEVELOPMENT PLAN  
 US 1 & STATE ROAD 405

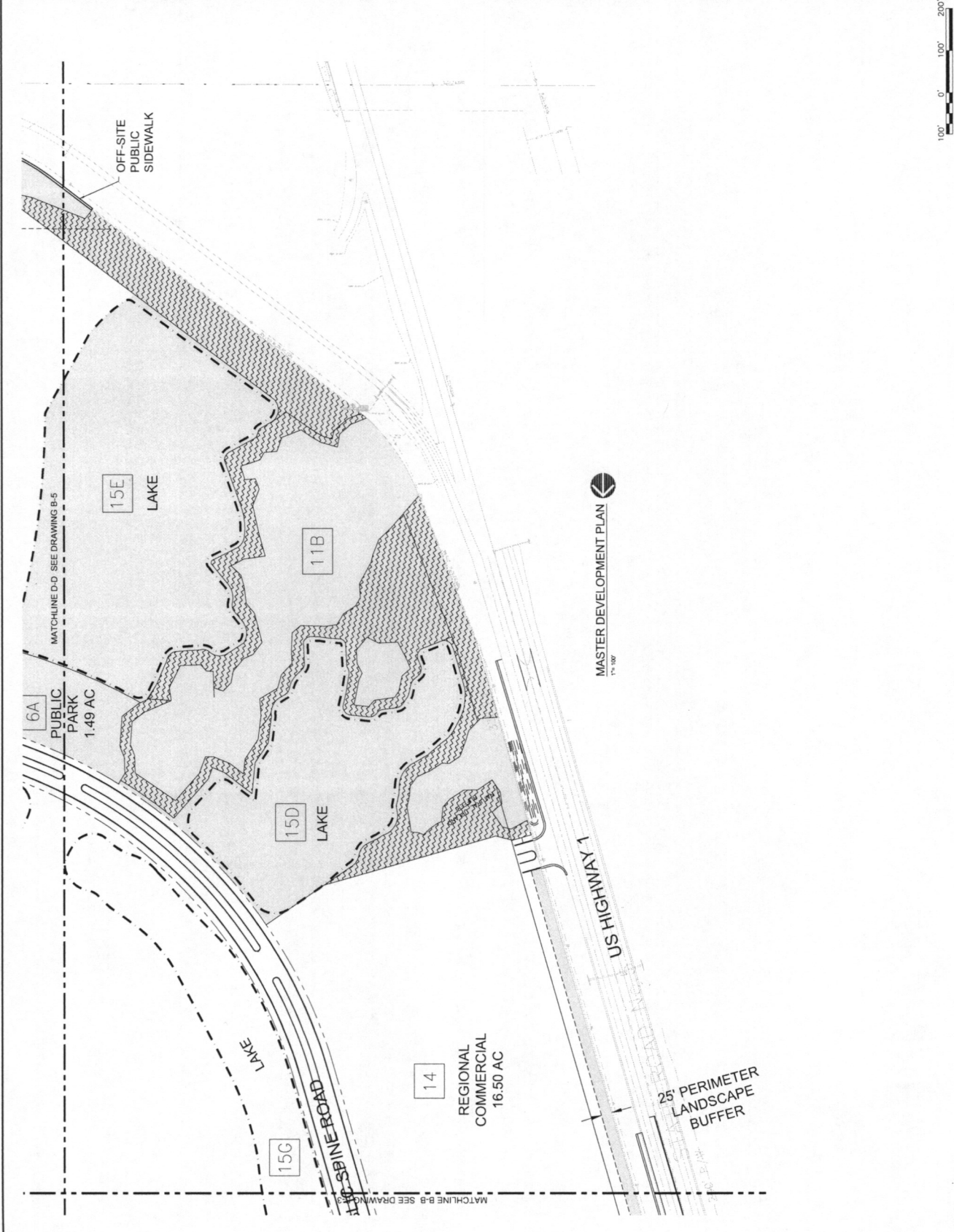


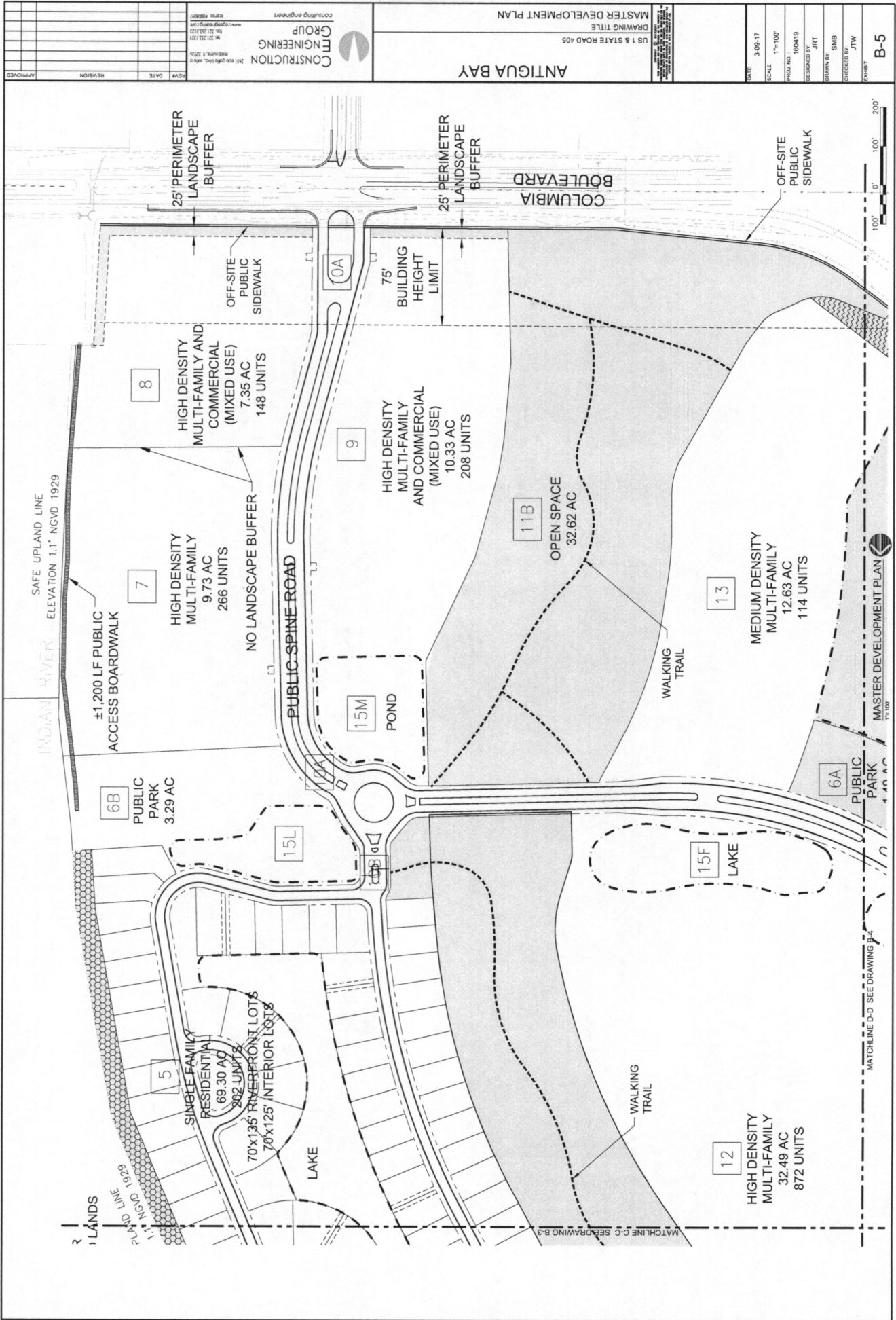
APPROVED	REVISION	DATE	REVIEW

CONSTRUCTION  
 ENGINEERING  
 GROUP  
 CONSULTING ENGINEERS  
 2811 east gate road, suite 200  
 richmond, b.c. v6x 2e9  
 phone: 604.273.8221  
 fax: 604.273.8222  
 www.constructiongroup.com  
 VINCENZO MARCHETTI

ANTIGUA BAY  
 MASTER DEVELOPMENT PLAN  
 US 1 & STATE ROAD 405  
 DRAWING TITLE

DATE	3-09-17
SCALE	1"=100'
PROJ. NO.	160419
DESIGNED BY	JRT
DRAWN BY	SMB
CHECKED BY	JTW
EXHIBIT	B-4





**Exhibit "B-6"**

**Master Block Length Plan**

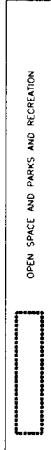


**Exhibit "B-7"**

**Master Recreational Amenities and Buffering Plan**

DATE	2-23-17
SCALE	1"=200'
PROJ. NO.	180419
DESIGNED BY	JRT
DRAWN BY	SMB
CHECKED BY	JAV
DATE	
REVISION	
APPROVED	

LEGEND



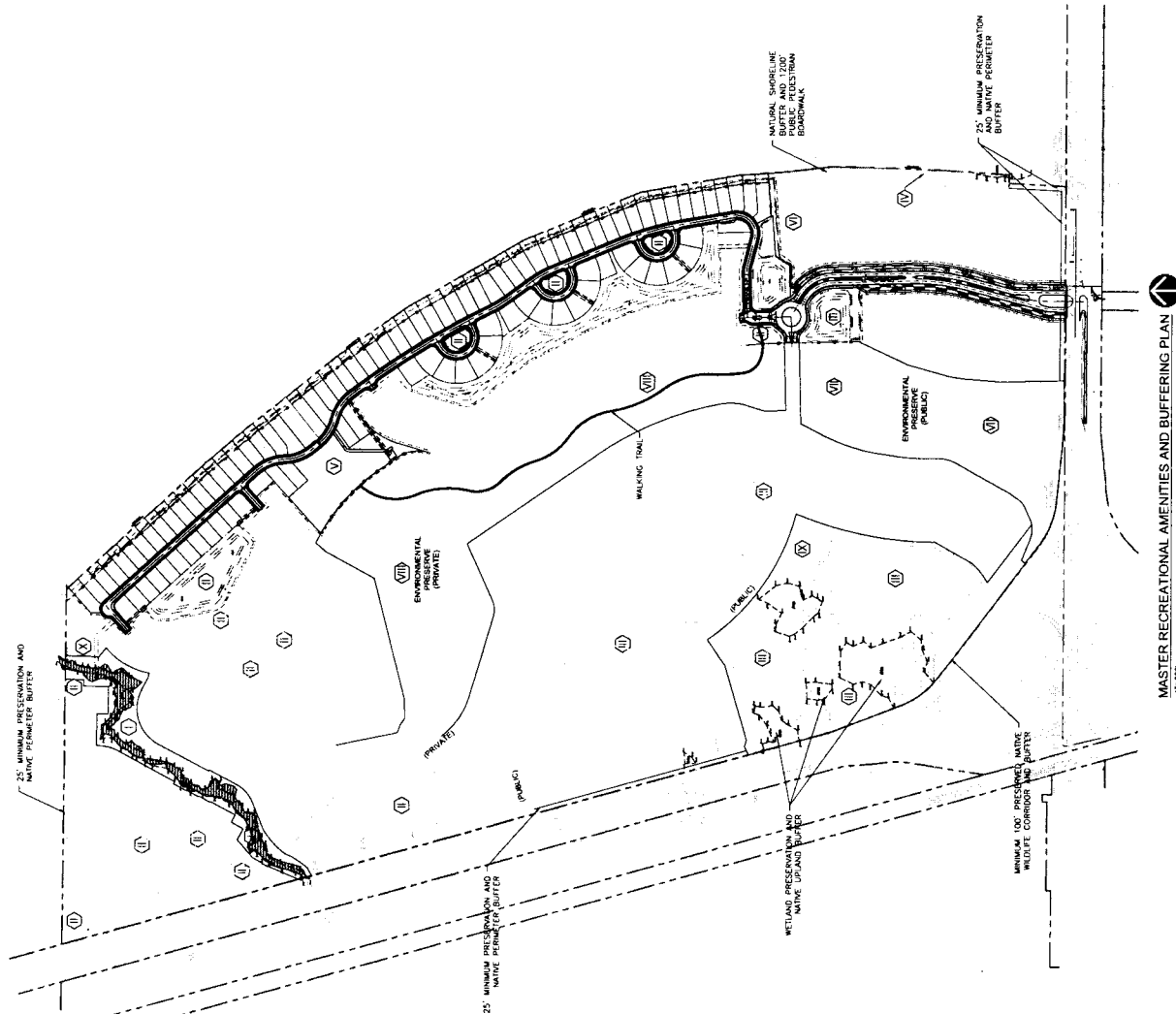
PARCEL #	DESCRIPTION	TOTAL ACREAGE	ACCESS DESIGNATION
I	PRESERVED NATURAL CREEK	6.77	PRIVATE
II	PRIVATE OPEN SPACE AND RECREATION	21.46	PRIVATE
III	PUBLIC RECREATIONAL LAKE AND BOARDWALK	38.09	PUBLIC
IV	BIODIVERSITY PRESERVE WITH WALKING TRAIL	1.60	PUBLIC
V	PRIVATE RECREATIONAL AMENITY	3.82	PRIVATE
VI	ENVIRONMENTAL PRESERVE WITH NATURE TRAILS	18.42	PUBLIC
VII	ENVIRONMENTAL PRESERVE WITH WALKING TRAIL	34.86	PRIVATE
VIII	LAKE FRONT PARK	1.49	PUBLIC
IX	ADDITION CREEK PARK	0.57	PRIVATE
TOTALS:		131.48	

REQUIRED PARK AND RECREATION ACREAGE:

TOTAL RMU 200/300/400 ACREAGE = 249.99 AC  
 REQUIRED PARK AND RECREATION ACREAGE = 15% OF TOTAL RMU 200/300/400 AC = 37.50 AC  
 PROVIDED PARK AND RECREATION ACREAGE = 51.77 ACRES (PARCELS II, IV, V, VI, VII, IX, X)

REQUIRED OPEN SPACE:

TOTAL RMU ACREAGE = 344.89 AC  
 REQUIRED OPEN SPACE ACREAGE = 20% OF TOTAL RMU AC = 68.98 AC  
 PROVIDED OPEN SPACE ACREAGE = 79.72 ACRES (PARCELS I, III, VIII)



MASTER RECREATIONAL AMENITIES AND BUFFERING PLAN  
 1"=200'

**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.

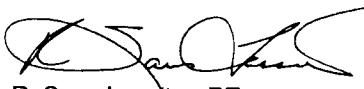
3. CR 405 at SR 50
  - a. Affiliation – Off-site
  - b. Improvement – Additional northbound left-turn lane (dual left-turns)
  - c. Time threshold – N/A
  - d. Update – The lanes have since been constructed. Improvement is completed.
4. CR 405 and VectorSpace Boulevard
  - a. Affiliation – Off-site
  - 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](mailto:lawson.allen@liveonwaterfront.com))  
John H. Evans, Esq. ([johnhevanspa@yahoo.com](mailto:johnhevanspa@yahoo.com))  
Jake T. Wise, PE, CEG ([jwise@cegengineering.com](mailto:jwise@cegengineering.com))

**CHAPTER 28 ZONING**

**ARTICLE VI. - ZONING DISTRICT STANDARDS**

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

<b>Regional Mixed-Use (RMU)</b>			
<i>(a) Purpose</i>			
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.			
<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.) <sup>1</sup>	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 <sup>2</sup>
	RMU-400: 25
	RMU-500: 25
Side corner yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 20
	RMU-300: 20 <sup>2</sup>
	RMU-400: 15
	RMU-500: 20
Interior side yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 10
	RMU-300: 10 <sup>2</sup>
	RMU-400: 10
	RMU-500: 10
Rear yard setback, minimum (ft.)	RMU-100: None
	RMU-200: 25
	RMU-300: 25 <sup>2</sup>
	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:			
<sup>1</sup> 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			

Created: 2025-11-04 09:46:32 [EST]

---

proximity to the Kennedy Space Center and surrounding Airports/Airparks.

<sup>2</sup> 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.

---

## **Chapter 29 - SPECIAL DISTRICTS AND OVERLAYS**

### **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.

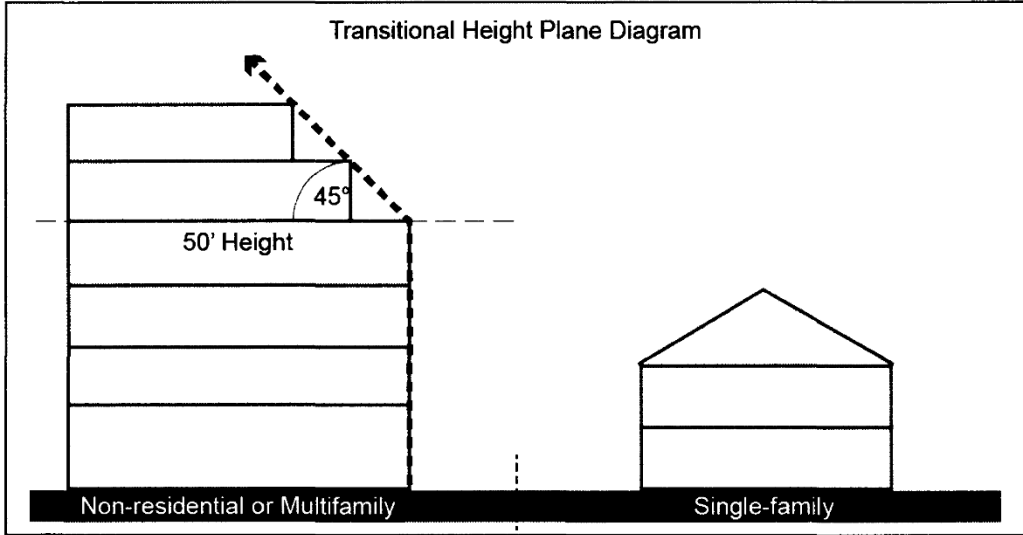
(2) Multi-use buildings that are greater than seventy-five (75) feet in height.

(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 overlay 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.

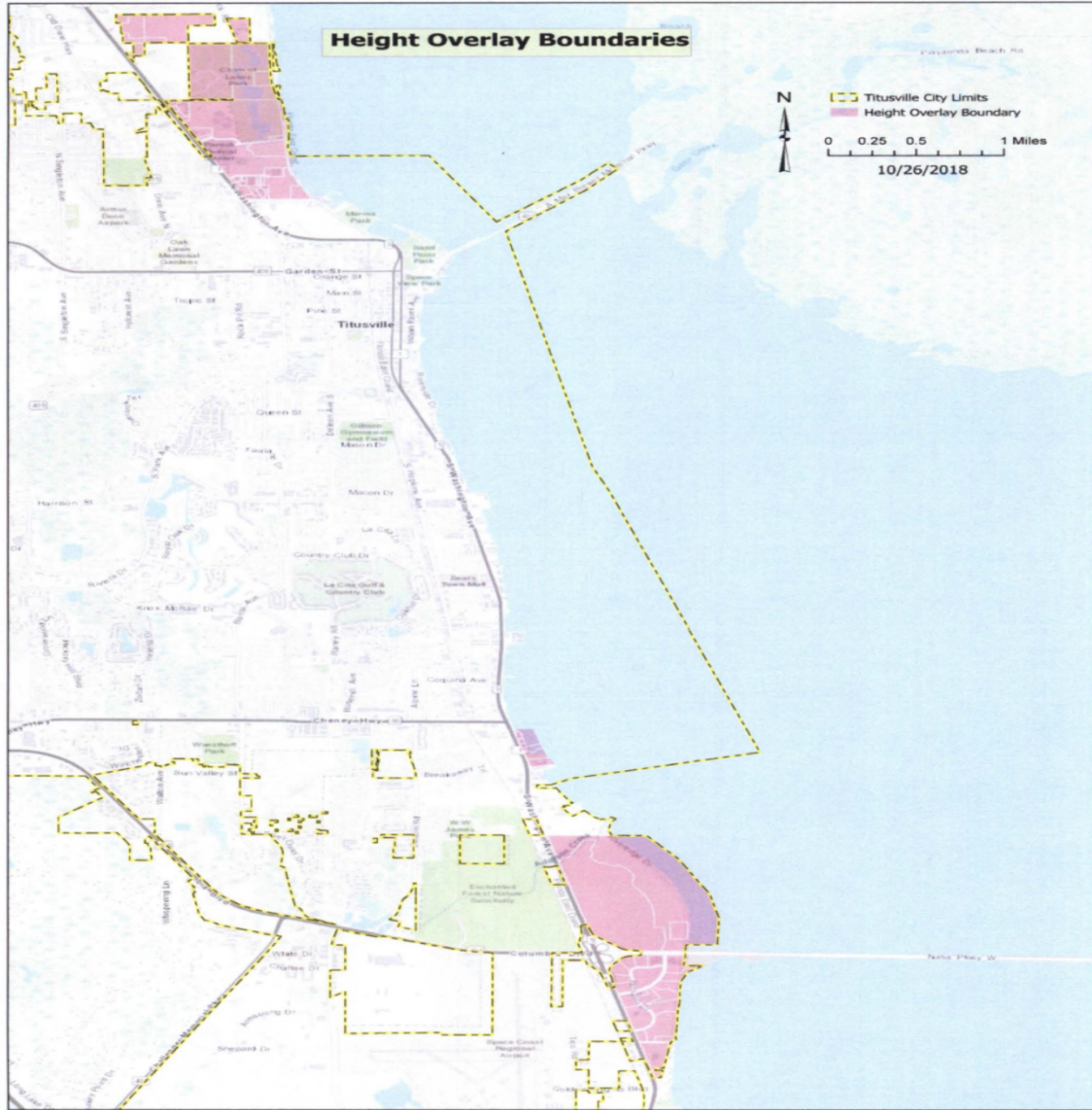


(Ord. No. 50-2018, § 1, 11-13-18; Ord. No. 13-2019, § 2, 5-14-19)

**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. 17)

Created: 2025-11-04 09:46:37 [EST]

---

## CHAPTER 30 DEVELOPMENT STANDARDS

### DIVISION 2. - TREES AND VEGETATION (PRESERVATION AND MITIGATION)

#### Sec. 30-32. Criteria for [tree] removal.

- (a) The following criteria shall be considered by the Administrator to be justification for removal of protected trees. For heritage trees, additional criteria are provided in paragraph (e), below.
- (1) Trees located in a portion of a lot or parcel in which a building, driveway, sidewalk, retention area or accessory structure will be constructed where redesign, including LID techniques or alternative construction methods, to avoid tree removal is not feasible.
  - (2) Trees located with their critical root zone in such close proximity to buildings, driveways, sidewalks, or accessory structures that they prevent the development of the lot or parcel.
  - (3) Trees that are deemed to be hazardous to persons or property, as determined by an evaluation of a certified arborist, Florida licensed landscape architect, or Florida Nursery Growers and Landscaping Association (FNGLA) certified horticulture professional.
  - (4) Trees, including heritage trees, which are dead, diseased or weakened by age, storms, fire or other injuries, which pose a threat to the welfare of the general public as determined by a certified arborist, Florida licensed landscape architect, or FNGLA certified horticulture professional. The permit fee will be waived in these cases.
  - (5) Tree removal activities authorized and preempted by state or federal law or regulation, which include, but are not limited to:
    - a. Removal of trees on residential property which pose danger to persons or property in accordance with Section 163.045, F.S., for which no permit or replacement tree will be required.
    - b. Removal of trees by an electric utility to clear trees away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules, including the preemption under Section 163.3209.
- (b) Sufficient evidence in the form a written statement must be provided to the Administrator to substantiate the need for any tree removal.
- (c) If after consideration of the above criteria, tree removal cannot be avoided, the Administrator is authorized to grant reduction up to twenty-five (25) percent to the setback regulations applicable, in order to avoid the removal of the protected tree. However, no setback shall be reduced to less than the required fire separation for the proposed structures.
- (d) Shredding, chipping and/or off-site wood logging is the desired method for removing vegetation from the site. In electing this option, a twenty-five-percent credit will be given towards the required monetary contribution to the City's Public Landscaping Trust Fund.
- (e) Heritage trees may be removed if approved by the Development Review Committee, utilizing the criteria in (a) above in addition to the following criteria:
- (1) Whether the project can be reasonably reconfigured to preserve the heritage tree(s);
  - (2) Whether a reduction of required setbacks, buffers, road width or other code requirement by the Development Review Committee, would be sufficient to preserve the heritage tree(s);

- 
- (3) Whether alternative construction methods, including the use of low-impact (LID) techniques such as pervious pavement, grade beams, retaining walls, and/or tree wells, can be utilized to preserve the tree;
  - (4) Where seventy-five (75) percent or more of the existing heritage trees are proposed to be preserved, review by the Development Review Committee shall not be required.
  - (5) Other site specific conditions as may be presented by the applicant.
  - (6) Appeals to the decision of the Development Review Committee shall be processed as described in Section 34-248(b), "Appeals of site plan."
- (f) Appeals/Variances. All applications for appeals or variances that are not otherwise addressed in this Article, shall be considered by the Board of Adjustments and Appeals. If an individual has exhausted all available administrative remedies and is of the opinion that the application of these regulations denies all reasonable use of the property, an additional procedure for relief is afforded in Chapter 34 "Procedures", Article X "Beneficial Use".

(Ord. No. 20-2021, § 4, 9-28-21)

### **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

---

Created: 2025-11-04 09:46:39 [EST]

(Supp. No. 17)

---

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)

---

**CHAPTER 30 DEVELOPMENT**

**ARTICLE III IMPROVEMENTS**

**DIVISION 10 LANDSCAPING**

**Subdivision 3. - Landscape Yard (Buffer/Screen)**

**Sec. 30-331. Applicability [Landscape yards/buffers].**

(a) This section applies to any of the following:

- (1) Provides landscaped separation between land-use intensities where appropriate;
- (2) Screens from view certain land uses that may create visual clutter and distraction; and
- (3) Provides for increases in the width and opacity of the landscape yard as the land-use intensity of the new or expanded development increases.

(b) Landscape yard: Landscaped area measured from the property line to a depth as prescribed in the code. The term includes landscape strip, landscape buffer, buffer yard, and landscape screen. 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.

(c) This section applies to any construction or erection of any new building or structure for which a development approval is required.

(Ord. No. 54-2018, § 1, 12-11-18; Ord. No. 2-2022, § 4, 1-25-21)

**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 <sup>2</sup>	I-95 Buffer <sup>2</sup>	Public R.O.W. <sup>2</sup>
Proposed Development Int <sup>1</sup>	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 <sup>3</sup>

<sup>1</sup> SFR = Single-Family Residential Subdivision; MFR = Multifamily Residential; CD = Commercial Development; ID = Industrial Development;

<sup>2</sup> 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.

<sup>3</sup> 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. 30-334. Reduction in required landscape yards.**

- (a) The Administrator is authorized to grant reduction of up to fifty (50) percent of the width of a required landscape buffer in order to avoid the removal of a protected tree. The protected tree shall be designated for preservation on the site plan and/or within a preservation area. Any person aggrieved by a decision or determination of the Administrator pursuant to this chapter may appeal such decision to the Development Review Committee.
- (b) Any landscape areas reduced in size shall be offset by an equal amount in another area of the site, unless this requirement is waived by the Administrator based upon a determination of an arborist, landscape architect or FNGLA certified horticulture professional that the site will not support the required plantings.

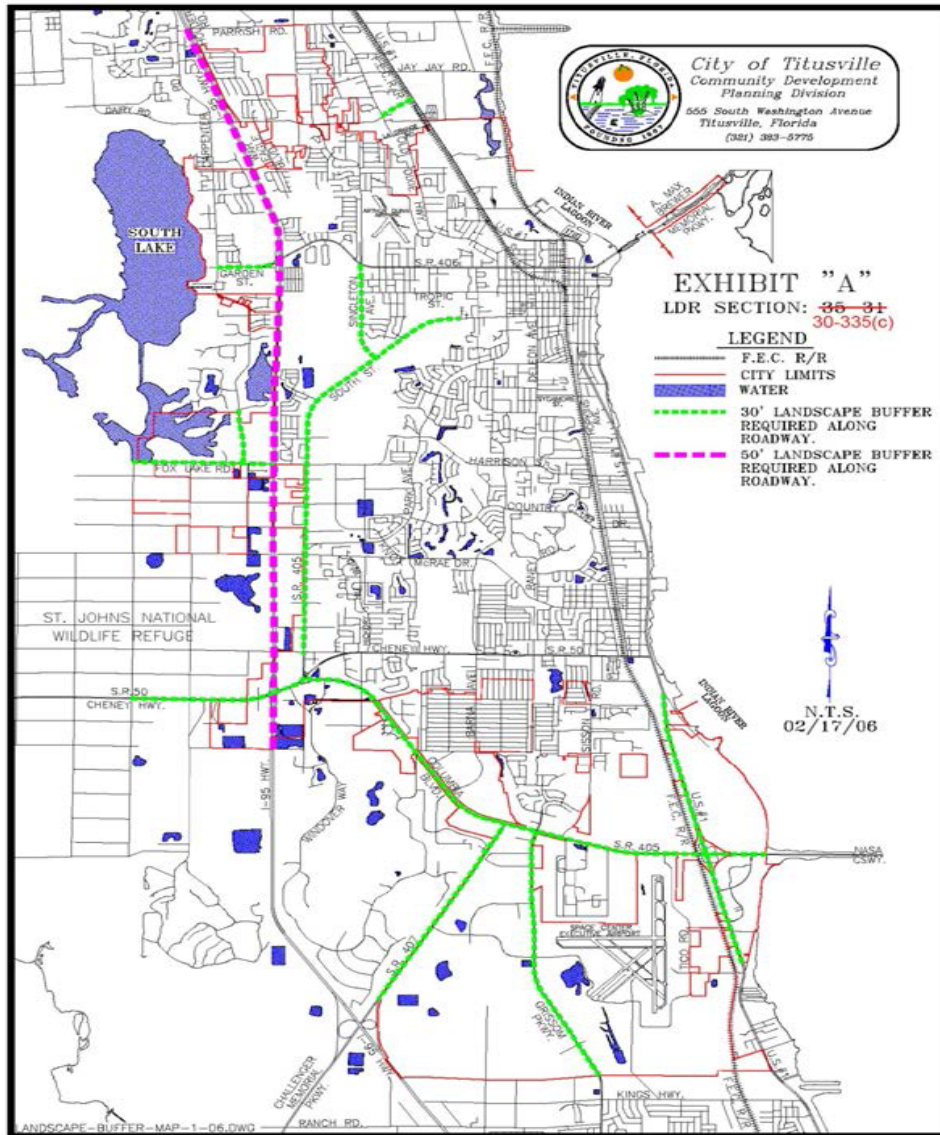
(Ord. No. 20-2021, § 11, 9-28-21)

**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.

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 <sup>1</sup> Arterial buffer	30	4/200'	2/200'	1/200'	1/15'
E <sup>2</sup> I-95 Buffer	50	4/200'	2/200'	1/200'	1/15'
<sup>1</sup> Substitution	Reduce to 20-ft width minimum with a 6-ft decorative masonry wall.				
<sup>2</sup> 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. 17)

Created: 2025-11-04 09:46:42 [EST]

---

## CHAPTER 33 DEVELOPMENT OPTIONS

### ARTICLE IV. - REGIONAL MIXED-USE (RMU)

#### Sec. 33-41. Purpose and intent.

- (a) *Purpose and intent.* 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.
- (b) *Location criteria and general criteria.*
- (1) Size and location criteria.
    - a. An RMU development shall contain a minimum of one hundred sixty (160) acres. No additions to the original development boundary shall be permitted without City Council approval.
    - b. If an expansion is proposed, all existing portions and new proposed additional areas shall proceed through the review and master-planning process for creation and approval of a new Master Plan. Additional conditions and restrictions on the existing approved and developed RMU area may be imposed by City Council.
    - c. Any additional land area shall be required to connect fully and contiguously to the existing RMU area along at least twenty-five (25) percent of the new land area boundary and have a minimum land area of ten (10) acres. (See Section 33-45(d), "Graphic Illustration" for additional information).
    - d. Any addition shall not be permitted across Arterial rights-of-way outside of the existing RMU development.
  - (2) Development intensity (no variance shall be permitted to these criteria).
    - a. No single type of use shall occupy more than fifty (50) percent of the total acreage within the total RMU development.
    - b. A Master Plan for the entire development shall be approved before commencement with any development, including any form of clearing.
    - c. The Master Plan shall also include the internal road network of all collector and arterial road rights-of-way and their ingress/egress points into the RMU development. Any alteration of any collector or arterial road rights-of-way or any ingress/egress points into the RMU development shall require amendment to the Master Plan. Alterations to the internal road network with a local street designation not involving ingress/egress points into the RMU development may be approved administratively by the Planning Department without revising the Master Plan.
  - (3) Parks and Open Space.

- 
- a. 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. The open space shall meet the minimum standards set forth per Chapter 30, Development Standards, Article III, Improvements, and Division 3, Open Space.
  - b. All parks and open space shall be preserved for its intended purpose as expressed in the Master Plan. The developer shall choose a method of administering open space as specified in Chapter 30, Development Standards, Article I, General Provisions, Division 2, Operations and Maintenance.
- (4) An RMU project shall be required to be developed as a single integrated design entity. The total project shall be required to be under single ownership or control when the project is applied for.
- a. Unity of control shall be assured for project management, maintenance and operation through covenants recorded with the Master Plan per the Master Plan Procedures set forth per Chapter 34, Procedures. The covenants shall legally tie into the management structure overseeing the entire project. A property owners' association shall take over all management and maintenance of the RMU project once eighty-five (85) percent of the total RMU area is developed, or thirty (30) percent of the maximum allowable single use is developed (whichever occurs first).
- (5) RMU development shall be located with access to an existing improved (i.e. paved) major/minor arterial road right-of-way corridor. A minimum of twenty-five (25) percent of the total perimeter boundary of the RMU development shall directly front an existing improved (i.e. paved) major/minor arterial right-of-way. All main access points to RMU shall be from the major/minor arterial(s) right-of-way. No portion of the I-95 road right-of-way shall be used to meet this criteria.
- (6) As a part of the Master Plan, connectivity and compatibility between uses shall be required. Commercial and service uses shall be concentrated for maximum pedestrian convenience and located for easy accessibility by residents and visitors. Residential uses shall be arranged, located and safeguarded as to provide security for residents. And, residential uses shall be so arranged and located to be separated from major vehicle traffic flows so to protect privacy and tranquility of the residents.
- (7) A twenty-five (25) foot wide buffer shall be required within tracts around the perimeter of the RMU district. This buffer may be required to be increased during the approval process when nonresidential uses abut the perimeter of the RMU district and are not considered compatible with abutting areas outside of the RMU district.
- (8) The following zoning sub-districts are established with generalized uses within the RMU zoning. An RMU development shall include a mix of three (3) or more land uses.
- a. *District RMU-100 - Public and Park and Recreation.* Purpose and intent—This district is to identify areas that will be specifically used for public uses, including, but not restricted to, governmental uses, recreation facilities, schools, parks, emergency services, libraries, government offices.
  - b. *District RMU-200 - Single-family.* Purpose and intent—In this district, emphasis is given to single-family residential uses intended to facilitate the development of neighborhoods that reflect an emphasis towards interaction on a human scale. This district allows a mix of residential-type uses including civic, recreational, and cluster neighborhood related commercial nodes that are master planned in conjunction with an overall RMU Master Plan. The intent is to establish a livable, vibrant neighborhood community. Single-family residential tracts/districts shall be required to be a minimum of ten (10) acres in area.
- Goals - Development in this district is encouraged to be a self-sufficient residential network with convenient proximity to commercial uses and employment centers. Such development may encourage innovation in planning and design by including:

1. Open space woven into the development pattern to create recreational opportunities and visual enjoyment.
2. A strong sense of community identity based on a shared, coherent and functionally efficient environment.
3. A hierarchy of street patterns and blocks arranged to provide comprehensible and interesting routes of travel. An internal hierarchy of streets with pedestrian and bike access and other roadways wide enough to carry and provide greater vehicular mobility is encouraged.
4. A series of pedestrian links to provide easy access between residences and activity nodes.

- c. **District RMU-300 - Multifamily.** Purpose and intent—In this district, emphasis is given to establishing high density multifamily residential uses and is intended to facilitate the development of neighborhoods that reflect an emphasis toward interaction on a human scale. This district encourages more density and intensity. This district allows a mix of multifamily residential-type uses including civic, recreational and clustered neighborhood-related commercial nodes that are master planned in conjunction with an overall RMU Master Plan. The relationship between multifamily, time-shares, hotels and commercial may all be interconnected. The location of commercial retail and commercial office should be connected or combined with these residential type uses, but shall be part of an overall pre-established Master Plan. **Multifamily residential tracts/districts shall be required to be a minimum of seven (7) acres.**

Goals - It is the goal of this district to establish a higher level of density and intensity. This district will have an urban high-density form rather than suburban low/medium density form. Planning development and design objectives of this district include:

1. A strong sense of community identity based on a shared, coherent and functionally efficient mixed-use environment.
  2. Building/open spaces and other visual features that act as landmarks, symbols and activity centers for community identity with downtown similarities.
  3. Compatibility of buildings and other environmental improvements as determined by their arrangement, bulk, character and landscaping to establish a liveable and harmonious, yet uniquely diverse environment.
  4. A hierarchy of public and/or private streets, designed for a balanced mix of both pedestrians and automobiles. An internal hierarchy of streets, with pedestrian and bike access and other roadways wide enough to carry and provide greater vehicular mobility is encouraged.
  5. A coordinated transportation system with a hierarchy of facilities designed for automobiles, public transit, bicycles and pedestrians.
- d. **District RMU-400 - Commercial.** Purpose and intent—Within this district, emphasis is given to larger retail commercial uses, office parks, commercial marina(s), resort hotels, theme/amusement parks and other tourist related type uses. These uses should still be connected to residential areas, but with much less emphasis on vehicles and more pedestrian inter-connectivity. **Commercial tracts/districts shall be required to be a minimum of ten (10) acres.**

Goals - The commercial district should encourage innovative commercial and office development and shall be adjacent to major thoroughfares and neighborhood villages. This district may offer a variety of goods and services to the Brevard County area and Central Florida market as well as

---

the residents within the RMU district. The goal of this district will include providing a compatible mix of commercial, office and institutional uses which serve the local and regional market:

1. Located with direct access to major thoroughfares.
  2. Be in close, convenient and compatible proximity to the residential areas.
  3. Prominent buildings should act as landmarks, symbols and activity centers to enhance the overall community identity.
- e. *District RMU-500 - Industrial Park.* Purpose and intent—Industrial park uses should encourage high tech industrial, light industrial uses and office/research, which shall be developed and have the appearance and character of an up-scale industrial park. Industrial park district shall be a minimum of ten (10) acres. Industrial park district shall be specifically intended to be physically separated from the residential districts RMU-200 and RMU-300; the industrial uses shall be designed in keeping with the similar character of the other districts. Outdoor storage of materials shall be prohibited within the RMU-500 classification.
- Goals - The goal of this district is to provide employment diversity, both for the community and the region. Industrial park uses shall maintain the community character and compatibility by utilizing innovative design and planning principles.
1. Located with direct access to major thoroughfares.
  2. Be compatible with the other uses within the RMU Project and City of Titusville.
  3. Have an internal hierarchy of streets, with pedestrian and bike access and others wide enough to carry and provide greater vehicular mobility.
  4. Prominent buildings should act as landmarks, symbols and activity centers to enhance the overall community identity.
  5. Development should function as both local and regional employment centers.
- f. *District RMU-600 - Study Area Holding Zone.* Purpose and intent—It is intended that the study area is designed as a holding zone that would apply to lands on a temporary basis awaiting a Master Plan approval and/or when a Master Plan expires.

### **Sec. 33-42. Permitted principal, conditional, accessory and prohibited uses.**

The regulations pertaining to allowable uses are specified in Chapter 28, Zoning, of these [Land Development] regulations.

### **Sec. 33-43. Maximum density.**

The regulations pertaining to density are specified in Chapter 28, Zoning, Article V, Zoning District Standards, of these regulations.

### **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.

<b>Buffer Requirement Between Districts in Feet</b>					
	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 <sup>1</sup> See note at the end of this table
RMU-300 Multifamily	0	50	0	50	500 feet <sup>1</sup> 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 <sup>1</sup> See note at the end of this table	500 feet <sup>1</sup> See note at the end of this table	25	0

<sup>1</sup> 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.

**City of Titusville**  
"Gateway to Nature and Space"

REPORT

**To:** Members of the Planning and Zoning Commission  
**From:** Bradley Parrish, Community Development Director  
**Subject:** **Planning & Zoning Commission Semi-Annual Report**  
**Department/Office:** Planning

**Recommended Action:**  
Review report and approve

**Summary Explanation & Background:**  
Planning and Zoning Commission Semi-Annual Report

**Alternatives:**

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. July - December 2025 SemiAnnual Update



# City of Titusville

## Planning Department

1 To: City Manager, Tom Abbate

2 FROM: BRAD PARRISH, COMMUNITY DEVELOPMENT DIRECTOR

3 Date: 01/20/2026

4 RE: Planning and Zoning Commission Semi-Annual Report July – December 2025

5 Within the last six months the Planning and Zoning Commission has reviewed the  
6 following items:

7 **1. Ordinances and Technical Manuals**

8

9 1. Fence Permit Ordinance – P&Z made a motion to recommend approval of the Fence Permit  
10 Ordinance as presented. Approved unanimously. July 2, 2025

11

12 2. Public (P) Ordinance – P&Z made a motion to approve the Public (P) Zoning Ordinance  
13 as presented. November 5, 2025

14

15

16 **2. Small Scale Amendments (SSA)**

17

18 1. SSA# 2-2025 – Annexation, Small Scale Comprehensive Plan Map Amendment, and  
19 Rezoning 5320 S. Washington Avenue – P&Z made a motion to recommend approval of  
20 the Annexation – SSA#2-2025 – to annex 4.52+/- acres of property located at 5320 South  
21 Washington Avenue having Parcel I.D.: 22-35-26-00-511. Approved unanimously. July 2,  
22 2025

23

24 P&Z made a motion to recommend approval to amend the Comprehensive Plan Future  
25 Land Use Map by changing the future land use designation on 4.52+/- acres of property  
26 from the current Community Commercial (Brevard County) to Commercial High Intensity  
27 (City of Titusville) for SSA#2-2025 – 5320 S. Washington Avenue. Approved  
28 unanimously. July 2, 2025

29

30 P&Z made a motion to recommend approval of the rezoning from BU-1 General Retail  
31 Commercial (Brevard County) zoning district to the City's Community Commercial (CC)  
32 zoning district zoning district without concept plan for SSA#2-2025 – 5320 S. Washington  
33 Avenue. Approved unanimously. July 2, 2025

34

35 2. SSA# 6-2025 - Annexation, Small Scale Comprehensive Plan Map Amendment &  
36 Rezoning - Golden Knights Blvd Industrial

37

## Planning and Zoning Commission Semi-Annual Report July-Dec 2020

1 P&Z made a motion to recommend approval of the annexation of 9.18+/- acres - SSA#6-  
2 2025 – Golden Knights Blvd. Approved unanimously. October 8, 2025

3  
4 P&Z made a motion to recommend approval of the comprehensive plan land use  
5 amendment from Industrial (Brevard County) to the City’s Industrial future land use  
6 designation – SSA#6-2025 – Golden Knight Blvd. Approved unanimously. October 8,  
7 2025

8  
9 P&Z made a motion to recommend approval of the rezoning from Light Industrial IU  
10 (Brevard County) to the City’s Industrial (M-2) zoning district – SSA#6-2025 – Golden  
11 Knights Blvd. Approved unanimously. October 8, 2025

### 12 13 3. SSA#2-2024 – State Road 405 & Singleton Avenue

14  
15 P&Z made a motion to recommend approval to amend the Comprehensive Plan Future  
16 Land Use Map by changing the future land use designation from the Low Density  
17 Residential to Conservation on 11.25+/- acres of property and from Conservation to Low-  
18 Density Residential on 0.44+/- acres of property having Parcel ID Nos. 22-35-08-00-1; 22-  
19 35-05-00-752; 22-35-05-00-758; 22-35-05-00-759; and 22-35-05-00-760 for SSA#2-2024  
20 – State Road 405 and Singleton Avenue. Motion passed with 6 yes, 1 no vote. October 22,  
21 2025

22  
23 P&Z made a motion to recommend approval of the rezoning from the General Use (GU)  
24 zoning district to the Planned Development (PD) zoning district on 27.99+/- acres of  
25 property; and the Open Space Recreational (OR) zoning district to the Planned  
26 Development (PD) zoning district on 0.44+/- acres of property having Parcel ID Nos. 22-  
27 35-08-00-1; 22-35-05-00-752; 22-35-05-00-758; 22-35-05-00-759 and 22-35-05-00-760  
28 with master plan and conditions of approval as described in the rezoning ordinance (staff  
29 conditions one (1) through five (5)). Three additional conditions are as follows: 1. The  
30 development must conform to the city’s stormwater master plan. 2. The maximum building  
31 height allowed is forty (40) feet. 3. Cross-access to the Forest Hills Baptist Church parking  
32 lot be provided. Motion passed with a 6 yes, 1 no vote. October 22, 2025

### 33 34 4. SSA#5-2025 – Sunset Development 125 Precision Way

35  
36 P&Z made a motion to recommend denial of the annexation of the 24+ acres on Small  
37 Scale Amendment SSA#5-2025 – Sunset Development 125 Precision Way. Approved  
38 with a 5 yes, 2 no vote. November 5, 2025

39  
40 P&Z made a motion to recommend denial of the Comprehensive Plan Land Use  
41 Amendment from Planned Industrial (Brevard County) to the City’s Industrial future land  
42 use designation for Small Scale Amendment SSA#5-2025 – Sunset Development 125  
43 Precision Way. Approved with a 5 yes, 2 no vote. November 5, 2025

44  
45 P&Z made a motion to recommend denial of the rezoning from Planned Industrial Park  
46 (PIP), Light Industrial (IU), General Retail Commercial (BU-1) (Brevard County) to the

## Planning and Zoning Commission Semi-Annual Report July-Dec 2020

1 City's Industrial (M-2) zoning district for Small Scale Amendment SSA#5-2025 – Sunset  
2 Development 125 Precision Way. Approved unanimously. November 5, 2025  
3  
4

### 5 **3. Conditional Use Permits (CUP)**

- 6  
7 1. CUP# 5-2025 – St. Francis Reflections PACE Center – P&Z made a motion to recommend  
8 approval of Conditional Use Permit CUP# 5-2025 as presented. Approved unanimously.  
9 September 3, 2025  
10  
11 2. CUP#8-2025 – Blue Origin – 7980 Grissom Parkway – P&Z made a motion to recommend  
12 approval of Conditional Use Permit CUP#8-2025 – Blue Origin – 7980 Grissom Parkway  
13 as presented. Approved unanimously. September 17, 2025  
14  
15 3. CUP#7-2025 – 3838 S. Hopkins Ave and 3900 S. Hopkins Ave – P&Z made a motion to  
16 recommend approval of the Conditional Use Permit CUP#7-2025 – 3838 S. Hopkins  
17 Avenue & 3900 S. Hopkins Avenue with all of the staff recommended conditions, which  
18 are as follows: 1. Outdoor storage areas shall be screened from view of adjacent rights-of-  
19 way and lots by buildings and/or an opaque masonry wall or fence at least eight (8) feet in  
20 height, maintained in good condition at all times. 2. Applicant to apply for a building  
21 permit demonstrating restoration of the existing eight-foot opaque fence at 3900 S Hopkins  
22 Avenue and installation of opaque fencing at 3838 S Hopkins Avenue. Compliance shall  
23 be verified through the building permit review process. 3. Outdoor storage areas shall be  
24 kept in a neat and orderly arrangement. Materials shall not be stacked higher than the screen  
25 wall or fence. 4. All outdoor storage areas shall be located on paved, stabilized surfaces  
26 designed and constructed to prevent soil or water contamination. Approved unanimously.  
27 November 19, 2025  
28  
29

### 30 **4. Rezoning (REZ)**

- 31  
32 1. REZ# 2-2025 – Brooks Landing Dog Park – P&Z made a motion to recommend approval  
33 of Rezoning REZ#2-2025 – Brooks Landing Dog Park as presented. Approved  
34 unanimously. July 2, 2025  
35  
36

### 37 **5. Right-of-Way (ROW)**

- 38  
39 1. ROW#2-2025 – Right-of-Way Vacate – Orange Street – P&Z made a motion to  
40 recommend denial of the ROW#2-2025 Right-of-Way Vacate – Orange Street request  
41 based on its inconsistency with the comprehensive plan criteria spelled out in the  
42 Transportation Element Policy 1.6.2. Approved to deny unanimously. September 17, 2025  
43

### 44 **6. Sketch Plat**

## Planning and Zoning Commission Semi-Annual Report July-Dec 2020

- 1 1. Verona Village A & E Sketch Plat – P&Z made a motion to recommend approval of Verona  
2 Village A & E sketch plat as presented. Approved unanimously. September 3, 2025  
3

### 4 **7. Final Plat**

- 5  
6 1. Harbor Lakes Final Plat – P&Z made a motion to recommend approval of the Harbor  
7 Lakes Final Plat as presented. Approved unanimously. October 8, 2025  
8

### 9 **8. Transmittal of the Evaluation and Appraisal Review (EAR) based amendments to the** 10 **Comprehensive Plan to the state of land planning agency**

11  
12 P&Z made a motion to recommend approval for Transmittal of the Evaluation and Appraisal  
13 Review (EAR) based amendments to the Comprehensive Plan to the state of land planning  
14 agency with the following recommended changes: 1. Add the following language to Policy  
15 1.5.8 *Encourage Brevard Native landscaping* (page 277 of 421 of the agenda packet) 2.  
16 Delete Policy 1.6.8 (page 356 of 421 of the agenda packet). Approved with a 6 yes, 1 no  
17 vote. October 8, 2025  
18

### 19 **9. Development Agreement**

- 20  
21 1. DA#1-2025 – Tranquility Development Agreement Fifth Amendment – P&Z tabled this  
22 item to the January 7, 2026 P&Z meeting. November 19, 2025  
23

### 24 **10. Comprehensive Plan Amendment**

- 25  
26 1. CPA#2-2025 – Gemini Lakes (Royal Oak Gold Course) Transmittal. – P&Z made a motion  
27 to continue Comprehensive Plan Amendment CPA# 2-2025 – Gemini Lakes (Royal Oak  
28 Golf Course) Transmittal to the January 7, 2026 Planning and Zoning Commission  
29 meeting. Approved unanimously. December 3, 2025

City of Titusville  
"Gateway to Nature and Space"

REPORT

**To:** Members of the Planning and Zoning Commission  
**From:** Bradley Parrish, Community Development Director  
**Subject:** **Small Scale Amendment (SSA) 7-2025 - 1400 Elizabeth Ave**  
**Department/Office:** Community Development

**Recommended Action:**

Conduct the public hearing and make recommendation on Small Scale Comprehensive Plan Amendment (SSA) 7-2025.

Recommend **approval** of the amendment to the Comprehensive Plan Future Land Use Map by changing the future land use designation from Low Density Residential to the alternative Medium Density Residential.

Recommend **approval** of the rezoning from the Single-Family Medium Density (R-1B) to the alternative Multifamily Medium Density (R-2) zoning district consistent with the Small Scale Amendment.

**Summary Explanation & Background:**

The applicant is requesting a Small-Scale Comprehensive Plan Amendment (SSA) with rezoning on approximately 3.61+/- acres of land located at the northwest corner of the intersection of Elizabeth Avenue and Queen Street for the construction of thirty-two (32) multifamily units contained within eight (8) quadruplex buildings. The request intends to change the current future land use designation from Low Density Residential to High Density Residential and rezone the property from Single-Family Medium Density (R-1B) to Multifamily High Density Residential (R-3) to support the intended multifamily development. The property is part of the Druid Hills Subdivision, which was platted in 1927 and has since remained vacant.

A concept plan has not been provided with the request. Therefore, staff's analysis will review the request for the maximum potential buildout scenario. If the request is approved, the maximum potential buildout of the property would increase from eighteen (18) single-family residential units to a maximum of fifty-four (54) multifamily residential units. The amendment would allow for various multifamily residential uses, including duplexes, triplexes, quadruplexes, townhomes, or apartments provided all development standards can be met.

A right of way vacation application has been submitted (ROW No.04-2025) proposing to

vacate Ziruth Avenue and Yale Street, two unimproved rights-of-way. Ziruth Avenue is located to the north of the property and runs east and west. Yale Street is located in the center of the property and runs north to south. The vacation of the proposed rights of way would potentially add 0.85+/- acres to the subject property.

**Alternatives:**

- 1. Approve the alternative amendment and rezoning.
- 2. Approve the proposed amendment and rezoning.
- 3. Do not approve the amendment and rezoning.
- 4. Other action.

**Item Budgeted:**

N/A

**Source/Use of Funds/Budget Book Page:**

N/A

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

- 1. Staff Report
- 2. FLUM Application
- 3. REZ Application
- 4. FLUM Ordinance
- 5. REZ Ordinance
- 6. Survey
- 7. Maps
- 8. Concurrency Assessment - Maximum Buildout
- 9. School Board Capacity Determination Letter
- 10. 1400 Elizabeth Community Meeting Report



# City of Titusville

## Planning Department Staff Report

### 1 Small Scale Comprehensive Plan Map Amendment with Rezoning

### 2 SSA NO. 7-2025 - 1400 ELIZABETH AVE – QUADRUPLEX BUILD

### 3 Meeting Dates:

Commission/Council	Meeting dates
Planning and Zoning Commission	January 7, 2026
City Council First Ordinance Reading	January 27, 2026
City Council Public Hearing	February 10, 2026

4 **Prepared By:** Christie Anderson, AICP – Senior Planner

5 **Applicant(s):** Jeremiah Ofori with Goldcoast Developers of Florida. on behalf of  
6 Edward Shinskie, Jr., Owner.

7 **Applicant’s Request:** **SSA:** Amend the Comprehensive Plan Future Land Use Map by  
8 replacing the Low Density Residential future land use designation with  
9 the High Density Residential future land use designation.

10 **REZ:** Amend the zoning map by replacing the Single-Family Medium  
11 Density (R-1B) zoning district to the Multifamily High Density  
12 Residential (R-3) zoning district on approximately 3.61+/- acres of  
13 property.

14 **Staff Recommendation:** **SSA:** As an alternative option, staff recommends **approval** of the  
15 amendment to the Comprehensive Plan Future Land Use Map by  
16 changing the future land use designation from Low Density  
17 Residential to Medium Density Residential.

18 **REZ:** As an alternative, staff recommends **approval** of the rezoning  
19 from the Single-Family Medium Density (R-1B) to the Multifamily  
20 Medium Density (R-2) zoning district consistent with the Small Scale  
21 Amendment.

### 22 BACKGROUND INFORMATION

23 The applicant is requesting a Small-Scale Comprehensive Plan Amendment (SSA) with rezoning  
24 on approximately 3.61+/- acres of land located at the northwest corner of the intersection of  
25 Elizabeth Avenue and Queen Street for the construction of thirty-two (32) multifamily units  
26 contained within eight (8) quadruplex buildings. The request intends to change the current future

1 land use designation from Low Density Residential to High Density Residential and rezone the  
 2 property from Single-Family Medium Density (R-1B) to Multifamily High Density Residential (R-3)  
 3 to support the intended multifamily development. The property is part of the Druid Hills  
 4 Subdivision, which was platted in 1927 and has since remained vacant.

5 **PROPERTY INFORMATION**

6 **Existing Use, Future Land Use, and Zoning**

Existing Use	Future Land Use	Zoning
Vacant	Low Density Residential [5 du/ac]	Single-Family Medium Density (R-1B) [5.8 du/ac]

7 **Proposed Use, Future Land Use, and Zoning**

Proposed Use	Future Land Use	Zoning
Multifamily Residential (Quadruplexes)	High Density Residential [15 du/ac]	Multi-Family High Density Residential (R-3) [15 du/ac]

8 **SURROUNDING PROPERTY INFORMATION**

9 **Existing Use, Future Land Use, and Zoning**

Location	Use	Future Land Use	Zoning
North	-Single-Family Residences	-Low Density Residential [5 du/ac]	-Single-Family Medium Density (R-1B) [5.8 du/ac]
South	(Queen Street) -Church, -Vacant Residential	-Low Density Residential [5 du/ac], -Medium Density Residential [10 du/ac]	-Single-Family Medium Density (R-1B) [5 du/ac], -Single family High Density Residential (R-1C) [6.7 du/ac]
East	(Elizabeth Ave) -Single-Family Residences, -Vacant Residential, -Building Trades Services	-High Density Residential [15 du/ac]	-Multi-Family High Density (R-3) [15 du/ac]
West	-Single-Family Residences	-Low Density Residential [5 du/ac]	-Single-Family Medium Density (R-1B) [5 du/ac]

10 **STAFF ANALYSIS**

11 **General Information:**

12 The purpose of the land use amendment and rezoning is to construct a multifamily development  
 13 consisting of thirty-two (32) multifamily units contained within eight (8) quadruplex buildings on  
 14 individually platted lots. A concept plan has not been provided with the request. Therefore, the  
 15 analysis within this report will review the request for the maximum potential buildout scenario. If  
 16 the request is approved, the maximum potential buildout of the property would increase from  
 17 eighteen (18) single-family residential units to a maximum of fifty-four (54) multifamily residential  
 18 units. The amendment would allow for various multifamily residential uses, including duplexes,  
 19 triplexes, quadruplexes, townhomes, or apartments provided all development standards can be  
 20 met.

21 The subject property is located within an area consisting of a mixture of residential zoning  
 22 categories and land uses. The Single Family Medium Density (R-1B) with Low Density Residential

1 land use is located to the north (across Ziruth Avenue, an unimproved right of way) and to the  
 2 west. The Single Family High Density (R-1C) zoning with Medium Density Residential land use is  
 3 located to the south (across Queen Street), and the Multifamily High Density Residential (R-3)  
 4 zoning with a High Density Residential land use designation is located to the east (across Elizabeth  
 5 Avenue).

6 The Single Family Medium Density Residential (R-1B) zoning district permits single-family  
 7 dwellings at a density of five and eight-tenths (5.8) dwelling units per acre and the existing Low  
 8 Density Residential future land use further limits the density to a maximum of five (5) dwelling  
 9 units per acre. The Single Family High Density (R-1C) zoning with Medium Density Residential  
 10 land use permits single family dwellings at six and seven tenths (6.7) dwelling units per acre.

11  
 12 The proposed Multifamily High Density (R-3) zoning district with High Density Residential land  
 13 use permits multifamily dwellings at fifteen (15) units per acre. **As an alternative, the Multifamily  
 14 Medium Density Residential (R-2) with a Medium Density Residential land use designation  
 15 permitting maximum of nine (9) multifamily dwelling units per acre would be a potential  
 16 option that would provide a transition between the existing low density residential and the  
 17 high density residential.**

18 An application to vacate rights of way has been submitted (ROW No.04-2025) proposing to vacate  
 19 Ziruth Avenue and Yale Street, two unimproved rights-of-way. Ziruth Avenue is located to the  
 20 north of the property and runs east and west. Yale Street is located through the center of the  
 21 property and runs north to south. The vacation of the proposed rights of way would potentially  
 22 add approximately 0.85 acres to the site.

23 The chart below illustrates the buildout potential of the site under the existing land use and zoning,  
 24 the Medium Density Residential (MDR) land use with Multifamily Medium Density Residential (R-  
 25 2) zoning, and the proposed High Density Residential (HDR) land use with Multifamily High  
 26 Density Residential (R-3) zoning.

Land use and zoning	Density without right of way	Density with right of way
LDR & R-1B	18	22
MDR & R-2	32	40
HDR & R-3	54	66

27 The Titusville Future Land Use/Zoning Consistency Matrix contained within LDR Ch. 27, Article  
 28 III. Sec. 27-21., provides the consistent land uses designations for all zoning districts. According  
 29 to the consistency matrix, the proposed R-3 zoning district is consistent with the proposed High  
 30 Density Residential Land Use. The alternative R-2 zoning with the Medium Density Residential  
 31 land use would also be consistent under the Future Land Use/Zoning Consistency Matrix. The  
 32 existing zoning and land use designations on subject property and all abutting properties have  
 33 remained unchanged since the 1993 city wide rezoning.

34 **Area of Critical Concern:**  
 35 The property is **not** located within the Area of Critical Concern.

36 **COMPREHENSIVE PLAN AMENDMENT (CPA) REVIEW**  
 37 **Future Land Use Map Amendment Sprawl Criteria**

38 The following list is the review criteria under which the Planning and Zoning Commission and the  
 39 City Council review applications as they relate to urban sprawl [Section 34-23 of the LDR].

- 1 1. The extent to which the proposed amendment is contiguous to an existing development area  
2 which has developed in a manner providing a compact, contiguous development pattern with  
3 the proposed amendment.

4 Staff Comment: *The property is part of the Druid Hills Subdivision and was platted in 1927.*  
5 *The Mockingbird Hill Unit 5 subdivision was platted in 1968 and is located to the west. The*  
6 *Deatherage Subdivision was platted in 1946 and is located to the east. The Lincoln Park*  
7 *Subdivision was platted in 1953 and the North One-half Subdivision platted in 1914 are*  
8 *located to the south. The majority of the property is bounded by developed property. There*  
9 *is vacant residential property to the south located at the intersection of Queens Street and*  
10 *Elizabeth Avenue.*

- 11 2. The extent to which population growth and development trends warrant an amendment,  
12 including an analysis of vested and approved but unbuilt development.

13 Staff Comment: *The city has experienced a population growth rate of approximately 1% to*  
14 *1.2% per year. The land use amendment and rezoning could accommodate a population*  
15 *increase of 120+/- residents.*

- 16 3. The extent to which adequate infrastructure to accommodate the proposed amendment  
17 exists, or is programmed and funded through an adopted capital improvement schedule, or  
18 will be privately financed through a binding executed agreement, or will otherwise be provided  
19 at the time of development impacts as required by law.

20 Staff Comment: *The applicant intends to construct thirty-two (32) residential units*  
21 *contained within eight (8) quadruplex buildings on individually platted lots. Approval of the*  
22 *amendment would entitle the property to a maximum of fifty-four (54) multifamily*  
23 *residential units within the requested future land use designation. If the proposed right of*  
24 *way vacations are approved the maximum density (15 du/ac) would allow for a maximum*  
25 *of sixty six (66) multifamily residential units. The alternative Multifamily Medium Density*  
26 *Residential (R-2) zoning would allow for a maximum of thirty-two (32) multifamily*  
27 *residential units. If the proposed right of way vacations are approved the maximum density*  
28 *(9 du/ac) would allow for a maximum of forty (40) multifamily residential units. The R-2*  
29 *zoning would permit the requested multifamily use and density; however, the minimum lot*  
30 *size would be increased from 10,000 sq ft. (R-3) to 16,000 sq. ft. (R-2).*

31 *The property is located within the urban service area and adequate water, and sewer*  
32 *services are available to serve the development. Existing infrastructure near the site*  
33 *includes an eight (8) inch sewer gravity main located on Elizabeth Avenue and a ten (10)*  
34 *inch sewer gravity main on Queen Street. A six (6) inch water main is also located on*  
35 *Elizabeth Avenue and Queen Street. Reclaimed water service is not available to the*  
36 *property. The nearest reclaimed water main terminates approximately nine (900) feet south*  
37 *of the subject property, at the intersection of South Deleon Avenue and Queen Street.*  
38 *Reclaimed water drylines will be required to be installed to allow for service connection when*  
39 *the utility becomes available to the property, consistent with Infrastructure Element Policy*  
40 *5.2.4.*

- 41 4. The extent to which the amendment will result in an efficient use of public funds needed for  
42 the provision of new infrastructure and services related to it.

43 Staff Comment: *The subject property is located adjacent to existing facilities. The*  
44 *amendment is not anticipated to require new publicly funded infrastructure to serve the site.*

- 45 5. The extent to which the amendment will not result in a sprawl development pattern as  
46 determined by Chapter 163, Florida Statutes, and will not discourage infilling of more

1 appropriate areas available for development within existing Development Area Boundaries;  
2 and

3 *Staff Comment: The subject property is largely surrounded by existing development and*  
4 *adequate utilities are available to serve the development. The amendment is unlikely to*  
5 *result in urban sprawl as defined in Chapter 163, which is characterized by a low density,*  
6 *automobile-dependent development pattern requiring the inefficient extension of public*  
7 *facilities.*

- 8 6. The extent to which the amendment will result in a sustainable development pattern through  
9 a balance of land uses that is internally interrelated, demonstrates an efficient use of land,  
10 ensures compatible development adjacent to agriculture lands, protects environmental  
11 qualities and characteristics, provides interconnectivity of roadways, supports the use of non-  
12 automobile modes of transportation, and appropriately addresses the infrastructure needs of  
13 the community.

14 *Staff Comment: The subject property is located within the City's Urban Service Area and is*  
15 *within an area that is predominantly residential in nature. Sewer and water facilities are*  
16 *available to service the property. The property is located near the northwest intersection of*  
17 *Elizabeth Avenue and Queen Street. Elizabeth Avenue and Queen Street are local*  
18 *roadways per Sec. 9.3 of the Transportation Technical Manual. The Space Coast Area*  
19 *Transit Bus Route #10 provides service within approximately a quarter of a mile of the*  
20 *subject property with a stop near the intersection of Barna Avenue and Bluebird Court.*

- 21 7. The extent to which the amendment results in positive market, economic and fiscal benefits  
22 of the area as demonstrated through a market demand analysis, economic impact analysis  
23 and fiscal impact analysis.

24 *Staff Comment: The general area is primarily residential, and multifamily development may*  
25 *be considered as a needed and more affordable alternative to detached single family*  
26 *housing. The city has experienced a population growth rate of approximately 1% to 1.2%*  
27 *per year. The preliminary concurrency assessment estimates a population increase of*  
28 *approximately one hundred twenty (120) residents from the development at the maximum*  
29 *potential buildout. If approved, the right of way vacation would potentially provide twenty-*  
30 *seven (27) additional residents for a total of one-hundred forty-seven (147). The alternative*  
31 *R-2 zoning would provide an estimate of approximately seventy-one (71) residents and if*  
32 *approved, the right of way vacation would potentially provide eighteen (18) additional*  
33 *residents for a total of eighty-nine (89). The proposed amendment and alternative R-2*  
34 *zoning would be consistent with the typical growth pattern for the city.*

### 35 **Consistency with the Comprehensive Plan**

36 The following is an analysis of the consistency of the request with the City's Comprehensive Plan.  
37 The request for a Comprehensive Plan Amendment and rezoning is consistent with the  
38 Comprehensive Plan and more specifically with the following objectives and policies of the  
39 Comprehensive Plan.

40 Future Land Use Element [FLUE] Policy 1.14.1: Sites for residential development shall be  
41 located throughout the City in a variety of residential zoning classifications, which provide for  
42 a variety of lot sizes, floor areas, setbacks, and residential densities.

43 *Staff Comment: The proposed high Density Multifamily Residential land use and*  
44 *Multifamily High Density (R-3) zoning are within proximity to a variety of residential zoning*  
45 *classifications which include Single-Family Medium Density (R-1B), Single-Family High*

1            *Density (R-1C), and Multifamily High Density (R-3). There is a need throughout the city*  
2            *for additional housing options beyond single-family residences. The addition of a*  
3            *multifamily residential use would further add to the variety of residential developments and*  
4            *densities permitted throughout the city.*

5  
6            [FLUE] Policy 1.14.6: High density residential uses (maximum fifteen (15) units per acre) or  
7            mobile homes shall consider existing and proposed land uses to ensure compatibility. Further,  
8            such densities shall be located adjacent to at least a collector or arterial street unless the  
9            property is located along the following local road, which already has a multi-family  
10           development pattern and is capable of supporting higher density: Rock Pit Road (from Tropic  
11           Street to South Street).

12           *Staff Comment:* *The proposed High Density Multifamily Residential land use is in proximity*  
13           *to a variety of residential land use designations which include Low Density Residential (5*  
14           *du/ac), Medium Density Residential (10 du/ac), and High Density Residential (15 du/ac).*  
15           *The proposed High Density Multifamily Residential land use with a maximum of fifteen*  
16           *(15) units per acre, is compatible and consistent with the surrounding area. The subject*  
17           *property is located at the northwest intersection of two local roadways, Elizabeth Avenue*  
18           *and Queen Street.*

19           *Queen Street provides direct access from the development to South Deleon Avenue*  
20           *(850+/- feet to the east) and Barna Avenue (760+/- feet to the west). South Deleon Avenue*  
21           *and Barna are collector roadways per Sec. 9.3 of the Transportation Technical Manual.*  
22           *The property to the east of the subject property is designated as High Density Residential*  
23           *(15 du/ac) on the City's Future Land Use Map. The proposed future land use designation*  
24           *could be considered an extension of the existing High Density Residential future land use*  
25           *designation to the east, which is directly adjacent to South Deleon Avenue.*

26           [FLUE] Policy 1.14.5: Medium density residential uses (maximum ten (10) units per acre) shall  
27           consider existing and proposed land uses to ensure compatibility. Further, such densities shall  
28           be located adjacent to at least a collector street, unless the property is located along the  
29           following local road, which already has a multi-family development pattern and is capable of  
30           supporting higher density: Rock Pit Road (from Tropic Street to South Street).

31           *Staff Comment:* *The alternative Medium Density Multifamily Residential land use with a*  
32           *maximum of ten (10) units per acre is also compatible and consistent with the surrounding*  
33           *area. The subject property is located at the northwest intersection of two local roadways,*  
34           *Elizabeth Avenue and Queen Street. Queen Street provides direct access from the*  
35           *development to South Deleon Avenue (850+/- feet to the east) and Barna Avenue (760+/-*  
36           *feet to the west). South Deleon Avenue and Barna are collector roadways. The property*  
37           *to the south of the subject property is designated as Medium Density Residential (10*  
38           *du/ac) on the City's Future Land Use Map. The alternative Medium Density Residential*  
39           *future land use designation could be considered an extension of the existing Medium*  
40           *Density Residential future land use designation to the south.*

41           [FLUE] Policy 1.14.8: Negative impacts of residential land uses on environmentally sensitive  
42           areas shall be minimized. The Conservation Element objectives and policies shall be utilized  
43           in determining the appropriateness of residential land uses designation and the specific  
44           intensity of use authorized by land development regulations.

1        *Staff Comment: The subject property is vacant residential land and is primarily wooded.*  
2        *According to the National Wetlands Inventory Map, no wetlands are shown on the site. No*  
3        *areas of the site are designated as Conservation on the City’s Future Land Use Map,*  
4        *which would typically indicate the presence of potential wetlands.*

5        [FLUE] Policy 1.17.1: The following items shall be addressed in the analysis of the land use  
6        changes: Surrounding uses; Surrounding zoning; Acreage; Description of site; Soils and  
7        topography; Flood zone; Recharge potential; Traffic counts on adjacent streets; and Impact  
8        on adopted levels of service; Water supply availability.

9        *Staff Comment: The general area consists of a mixture of single family residences, low-*  
10       *rise apartments, and vacant residential land. Nonresidential uses within the area include*  
11       *building trades services, churches, and a wireless communications tower. The*  
12       *surrounding residential zoning classifications include Single-Family Medium Density (R-*  
13       *1B), Single-Family High Density (R-1C), and Multifamily High Density (R-3). The proposed*  
14       *R-3 zoning and alternative R-2 zoning allows for maximum building coverage of up to*  
15       *50%. The amendment will permit a residential buildout potential of fifty-four (54)*  
16       *multifamily units on 3.61+/- acres (15 du/ac). If the proposed right of way vacations are*  
17       *approved the amendment will permit a residential buildout potential of up to sixty-six (66)*  
18       *multifamily residential units. If the proposed right of way vacations are approved the*  
19       *alternative Multifamily Medium Density Residential land use would allow for a maximum*  
20       *of forty (40) multifamily residential units.*

21       *Available utilities include an eight (8) inch sewer gravity main along Elizabeth Avenue and*  
22       *a ten (10) inch sewer gravity main along Queen Street. A six (6) inch water main is also*  
23       *located on Elizabeth Avenue and Queen Street. There is adequate water and sewer*  
24       *service to serve a build-out scenario of fifty-four (54) multifamily units. The City’s*  
25       *preliminary concurrency assessment indicates that the surrounding roadways can*  
26       *accommodate additional volume generated by the development at the maximum buildout*  
27       *potential. The Space Coast Area Transit Bus Route #10 provides service within*  
28       *approximately a quarter of a mile of the subject property with a stop near the intersection*  
29       *of Barna Avenue and Bluebird Court. The property is located within Flood Zone X (area of*  
30       *minimal flood hazard). Maps depicting soils, flood hazard areas, location, etc., are*  
31       *provided within the agenda package. The property is not located within the Area of Critical*  
32       *Concern.*

33       Conservation Element [CE] GOAL 1: To preserve and enhance the quality of the natural  
34       environment through preservation, conservation, and appropriate management of the vital  
35       natural resources, including air, water (both potable and surface), biotic and factors that affect  
36       energy conservation.

37       *Staff Comment: New residential developments must address potential impacts on wildlife*  
38       *habitats and protected species and obtain permits through the appropriate state agencies*  
39       *[Objective 1.1]. The tree mitigation plan will be reviewed for compliance with the submittal*  
40       *of a site plan. The property is not located within an Area of Critical Concern.*

## 41       **REZONING REVIEW**

### 42       **Zoning Review Criteria**

43       Section 34-40 of the LDR lists the review criteria under which the Planning and Zoning  
44       Commission and the City Council review applications as they relate to zoning.  
45

1 The following are staff's findings:

2 1. Comprehensive Plan Consistency Statement.

3 *Staff Comment: According to the Land Use/Zoning Matrix described in Chapter 27 of the*  
4 *Land Development Regulations, the R-3 zoning district is consistent with the proposed*  
5 *high density residential land use category. [FLUE] Policy 1.14.6 states that “high density*  
6 *residential uses (maximum fifteen (15) units per acre) or mobile homes shall consider*  
7 *existing and proposed land uses to ensure compatibility and such densities shall be*  
8 *located adjacent to at least a collector or arterial street unless the property is located*  
9 *along the following local road, which already has a multi-family development pattern and*  
10 *is capable of supporting higher density: Rock Pit Road (from Tropic Street to South*  
11 *Street).”*

12 *The subject property is located at the northwest intersection of Elizabeth Avenue and*  
13 *Queen Street. Queen Street provides direct access from the development to South*  
14 *Deleon Avenue (850+/- feet to the east) and Barna Avenue (760+/- feet to the west).*  
15 *Elizabeth Avenue and Queen Street are local roadways, and South Deleon Avenue and*  
16 *Barna Avenue are collector roadways per Sec. 9.3 of the Transportation Technical*  
17 *Manual. The property to the east of the subject property is designated as High Density*  
18 *Residential (15 du/ac) on the City’s future land use map. The proposed future land use*  
19 *designation could be considered an extension of the existing High Density Residential*  
20 *future land use designation to the east, which is directly adjacent to South Deleon*  
21 *Avenue, a collector roadway.*

22 *The alternative Medium Density Residential land use with R-2 zoning is also consistent*  
23 *with the Land Use/Zoning Matrix and would provide maximum of nine (9) units per acre.*  
24 *[FLUE] Policy 1.14.5 states that “Medium density residential uses (maximum ten (10)*  
25 *units per acre) shall consider existing and proposed land uses to ensure compatibility.*  
26 *Further, such densities shall be located adjacent to at least a collector street, unless the*  
27 *property is located along the following local road, which already has a multi-family*  
28 *development pattern and is capable of supporting higher density: Rock Pit Road (from*  
29 *Tropic Street to South Street).” The property to the south of the subject property is*  
30 *designated as Medium Density Residential (10 du/ac) on the City’s future land use map.*  
31 *The alternative Medium Density Residential future land use designation could be*  
32 *considered an extension of the existing Medium Density Residential future land use*  
33 *designation to the south and would provide a transitional buffer between the existing Low*  
34 *Density Residential land use to the west, the Medium Density Residential to the south*  
35 *and High Density Residential to the east.*

36 1.1. Public facilities are available and concurrent with the land use change per the  
37 Comprehensive Plan and Concurrency provisions of the Land Development Regulations.

38 *Staff Comment: The property is within the City’s urban service area. Existing*  
39 *infrastructure near the site includes an eight (8) inch sewer gravity main on*  
40 *Elizabeth Avenue and a ten (10) inch sewer gravity main on Queen Street. A six*  
41 *(6) inch water main is also located on Elizabeth Avenue and Queen Street.*  
42 *Reclaimed water service is not available to the property. The nearest reclaimed*  
43 *water main terminates approximately nine hundred (900) feet south of the subject*  
44 *property, at the intersection of South Deleon Avenue and Queen Street. Reclaimed*  
45 *water drylines will be required to be installed to allow for service connection when*

1                    *the utility becomes available to the property consistent with Infrastructure Element*  
2                    *Policy 5.2.4.*

3                    Transportation Impact.

4                    *Staff Comment: The subject property is located at the northwest intersection of*  
5                    *Elizabeth Avenue and Queen Street. Queen Street provides direct access from the*  
6                    *development to South Deleon Avenue (850+/- feet to the east) and Barna Avenue*  
7                    *(760+/- feet to the west). Elizabeth Avenue and Queen Street are local roadways,*  
8                    *and South Deleon Avenue and Barna Avenue are collector roadways per Sec. 9.3*  
9                    *of the Transportation Technical Manual. The Space Coast Area Transit Bus Route*  
10                   *#10 provides service within approximately a quarter of a mile of the subject*  
11                   *property with a stop near the intersection of Barna Avenue and Bluebird Court.*  
12                   *Based upon the 11th Edition ITE Manual, approximately four hundred and twenty-*  
13                   *one (421) average daily trips (ADT) (498 ADT, if rights of way are vacated) could*  
14                   *be generated by the potential maximum buildout of development and is not*  
15                   *anticipated to cause a concurrency related level of service issue on the*  
16                   *surrounding roadways. Specific impacts will be evaluated with the submittal of a*  
17                   *site plan.*

18                   Solid Waste.

19  
20                   *Staff Comment: Solid waste services are available to serve this property.*

21                   Schools.

22                   *Staff Comment: A School Impact Analysis Capacity Determination (CD-2025-21)*  
23                   *has been issued by the School Board of Brevard County for the proposed*  
24                   *development. The analysis has concluded that Apollo Elementary, Andrew*  
25                   *Jackson Middle School, and Titusville High School are projected to have capacity*  
26                   *for the projected and potential students generated by the development. It should*  
27                   *be noted that a Concurrency Determination is required to be performed by the*  
28                   *School District before issuance of a final development order.*

29                   1.2. Public streets are adequate to access the property.

30                   *Staff Comment: The subject property has frontage along Elizabeth Avenue and Queen*  
31                   *Street. The property also abuts two unimproved rights of way. Yale Street is located*  
32                   *through the center of the property running north to south, and Ziruth Avenue is located*  
33                   *to the north and runs east to west.*

34                   1.3. The land will support the proposed development.

35                   *Staff Comment: The subject property is located within Flood Zone X (area of minimal*  
36                   *flood hazard). A soils map is included in the agenda item for this request.*

37                   1.4. Environmental impact.

38                   *Staff Comment: According to the National Wetlands Inventory Map, no wetlands are*  
39                   *shown on the site. No areas of the site are designated as Conservation on the City's*

1            *Future Land Use Map, which would typically indicate the presence of potential*  
2            *wetlands.*

3    2. The existing zoning, if deemed consistent with the Comprehensive Plan, shall be presumed  
4    correct unless substantial change in the area has occurred since the original zoning.

5            Staff Comment: *The subject property and all abutting properties were assigned to their*  
6            *current future land use and zoning designations in 1993 as part of the implementation of*  
7            *the 1988 Comprehensive Plan adoption and has remained unchanged. No substantial*  
8            *changes in the area have occurred since the original zoning; The requested R-3 and*  
9            *alternative R-2 zoning districts are consistent with the surrounding zoning.*

10   3. The density or intensity of the proposed rezoning and use shall be consistent with:

11      3.1. The development in the area.

12            Staff Comment: *The predominant development pattern in the area is residential. The*  
13            *general area includes a mixture of single-family residences, low-rise apartments, and*  
14            *vacant residential land. Nonresidential type uses within the area include building trades*  
15            *services, churches, and a wireless communications tower.*

16            *The surrounding residential zoning classifications include Single-Family Medium*  
17            *Density (R-1B), Single-Family High Density (R-1C), and Multifamily High Density (R-3).*  
18            *A multifamily residential development is compatible with the surrounding mixture of*  
19            *residential uses in the area. If approved, the rezoning request would allow a maximum*  
20            *buildout of fifty-four (54) multifamily dwelling units. If the proposed right of way*  
21            *vacations are approved the amendment will permit a residential buildout potential of up*  
22            *to sixty-six (66) multifamily residential units. The alternative Multifamily Medium Density*  
23            *Residential (R-2) zoning would allow for a maximum of thirty-two (32) multifamily*  
24            *residential units and a maximum of forty (40) units if the right of way vacations are*  
25            *approved. The proposed Multifamily High Density Residential (R-3) zoning could be*  
26            *considered an extension of the existing R-3 zoning to the east. The alternative R-2*  
27            *zoning could provide a transitional buffer between the existing R-1B and R-3 zoning*  
28            *districts. The amendment would allow for various multifamily residential uses, including*  
29            *duplexes, triplexes, quadruplexes, townhomes, or apartments provided all the*  
30            *development standards can be met.*

31      3.2. Not likely to cause a depreciation of property values in the area.

32            Staff Comment: *The addition of multifamily residential uses is not likely to cause a*  
33            *depreciation of property values in the area. The Florida Housing Coalition published*  
34            *“Home Matters Report 2022”, which identified an ongoing housing affordability crisis*  
35            *statewide. There is a need for additional housing units to increase the supply of housing*  
36            *and to reduce overall housing costs.*

37   4. The application is consistent with zoning in the area.

38            Staff Comment: *The subject property is in an area with a variety of residential zoning*  
39            *districts and densities which include Single Family Medium Density Residential (R-1B),*  
40            *(5.8 du/ac), Single Family High Density Residential (R-1C), (6.7 du/ac), and Multifamily*  
41            *High Density Residential (R-3), (15 du/ac). The purpose statement provided within LDR*

1        *Sec.28-307(a) describes the proposed Multifamily High Density Residential (R-3) district*  
2        *as “intended to allow the development of a variety of housing types at a maximum density*  
3        *of fifteen (15) units per acre. This district is further intended to satisfy the need for a high*  
4        *concentration of population, is located adjacent to arterial or collector streets and is well*  
5        *served by public services and facilities.” The purpose statement further states, “When*  
6        *adjacent to R-1 zoning districts, the development within the district shall be designed*  
7        *carefully to provide maximum compatibility with adjacent development by proper*  
8        *architectural design, landscaping, screening, and parking.” The purpose statement*  
9        *contained within LDR Sec. 28-306(a) for the alternative Multifamily Medium Density*  
10       *Residential (R-2) zoning is as follows, “The Multifamily Medium Density Residential (R-2)*  
11       *district is intended to allow the erection of a variety of housing types at a maximum density*  
12       *of nine (9) units per acre. This district is designed to allow development adjacent to arterial*  
13       *or collector streets and is well served by public services and facilities. When adjacent to*  
14       *R-1 zoning districts, the development within this district shall be designed carefully to*  
15       *provide maximum compatibility with adjacent development by proper architectural design,*  
16       *landscaping, screening and parking.”*

17       *Queen Street provides direct access from the development to South Deleon Avenue*  
18       *(850+/- feet to the east) and Barna Avenue (760+/- feet to the west). Elizabeth Avenue*  
19       *and Queen Street are local roadways, and South Deleon Avenue and Barna Avenue are*  
20       *collector roadways per Sec. 9.3 of the Transportation Technical Manual. The property is*  
21       *within the City’s urban service area. Existing infrastructure near the site includes an eight*  
22       *(8) inch sewer gravity main on Elizabeth Avenue and a ten (10) inch sewer gravity main*  
23       *on Queen Street. A six (6) inch water main is also located on Elizabeth Avenue and Queen*  
24       *Street. Multifamily developments are required to provide a Type B buffer (20 foot width)*  
25       *around the perimeter of the development and adjacent to the public rights-of-way under*  
26       *Sec. 30-337. A site plan will be required for multifamily development consistent with the*  
27       *Land Development Regulations, including screening and other performance standards.*  
28       *High density multifamily developments are suitable for the area and can be*  
29       *accommodated in areas surrounded by a variety of low, medium, and high density*  
30       *residential land uses.*

31       *The proposed R-3 zoning is consistent within the surrounding zoning in the area. The*  
32       *alternative R-2 zoning at 9 du/ac would also be consistent with the surrounding zoning*  
33       *and could provide a transitional buffer between the existing R-1B (5 du/ac) and R-3 (15*  
34       *du/ac) zoning districts. The existing zoning within the surrounding area has remained*  
35       *unchanged since the 1993 citywide rezoning ordinance.*

- 36       5. The application will protect the public health, safety, morals or welfare of the general public.

37       *Staff Comment: The character of the area is a mixture of single-family and multifamily*  
38       *residential. An additional multifamily residential development would not change the*  
39       *residential nature of the surrounding area and is not expected to generate any detriment*  
40       *to the public safety and welfare of the general public.*

- 41       6. Whether the applicant has sufficiently protected adjacent land uses and zoning districts by  
42       adequate buffering and screening.

43       *Staff Comment: Multifamily developments are required to provide a Type B buffer (20 feet*  
44       *in width) around the perimeter of the development and adjacent to public rights-of-way*  
45       *under Sec. 30-337. A subdivision plat and site plan will be required for the development,*

1            *consistent with the Land Development Regulations, including screening and other*  
2            *performance standards.*

3    7. Substantial reasons why the property cannot be used in the existing zoning district.

4            *Staff Comment: The existing zoning on the subject property would allow a maximum of*  
5            *eighteen (18) single-family residences. There are no substantial reasons why the property*  
6            *cannot be used within the existing zoning.*

7    **COMMUNITY ENGAGEMENT MEETING - LDR Section 34-14**

8            *Staff Comment: A community engagement meeting was held by the applicant on July*  
9            *23, 2025.*

10   **HIGHLIGHTS OF STAFF’S ANALYSIS FINDINGS:**

11            **Proposed High Density Residential FLU with R-3 zoning:**

- 12            1) The proposed comprehensive plan future land use map amendment is consistent with the  
13            City’s comprehensive plan. The High Density Residential land use is compatible with the  
14            surrounding residential land uses, which include a mixture of Low Density Residential,  
15            Medium Density Residential, and High Density Residential land uses.
- 16            2) The Future Land Use/Zoning Consistency Matrix contained within LDR Ch. 27, Article III.  
17            Sec. 27-21 lists the R-3 zoning as consistent and appropriate zoning under the High  
18            Density Residential land use designation.
- 19            3) The proposed R-3 zoning would permit a maximum of 15 du/acre resulting in a maximum  
20            of 54 multifamily dwelling units. This would exceed the applicant’s proposed density of 32  
21            multifamily units by 22 additional units.
- 22            4) The proposed right of way vacations of Yale Street and Ziruth Avenue would add  
23            approximately 0.85 acres to subject property, which at 15 du/ac would add 12 additional  
24            units resulting in a maximum density of 66 multifamily units.
- 25            5) The proposed High Density Residential future land use designation could be considered  
26            an extension of the existing High Density Residential future land use designation to the  
27            east, which is adjacent to South Deleon Avenue, a collector roadway. Queen Street  
28            provides direct access from the development to two collectors roadways, South Deleon  
29            Avenue (850+/- feet to the east) and Barna Avenue (760+/- feet to the west).

30            **Alternative Medium Density Residential FLU with R-2 zoning:**

- 31            1) The alternative Medium Density future land use is also consistent with the City’s  
32            comprehensive plan and would provide a transitional buffer between the existing Low  
33            Density Residential land use to the west, the Medium Density Residential land use to the  
34            southeast and the High Density Residential land use to the east.
- 35            2) The Future Land Use/Zoning Consistency Matrix contained within LDR Ch. 27, Article III.  
36            Sec. 27-21 lists the R-2 zoning as consistent and appropriate zoning under the Medium  
37            Density Residential land use designation.
- 38            3) The alternative R-2 zoning would permit a maximum of 9 du/acre resulting in a maximum  
39            of 32 multifamily dwelling units. This would meet the project’s proposed density of 32 units.

1 4) The proposed right of way vacations of Yale Street and Ziruth Avenue would add  
2 approximately 0.85 acres to subject property, which at 9 du/ac would add 8 additional units  
3 resulting in a maximum density of 40 multifamily units.

4  
5 5) The alternative Medium Density Residential future land use designation could be  
6 considered an extension of the existing Medium Density Residential future land use  
7 designation to the southeast, which is adjacent to South Deleon Avenue, a collector  
8 roadway. Queen Street provides direct access from the development to two collectors  
9 roadways, South Deleon Avenue 850+/- feet to the east and Barna Avenue 760+/- feet to  
10 the west.

11 **RECOMMENDATION:**

12 **Comprehensive Plan Amendment Recommendation:** As an alternative option, staff  
13 recommend approval of the amendment to the Comprehensive Plan Future Land Use Map by  
14 changing the future land use designation from Low Density Residential to **Medium Density**  
15 **Residential**.

16 This recommendation is based upon the staff analysis, information and evidence presented, and  
17 in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land  
18 Development Regulations, Section 34-23 of the Code, the adopted comprehensive plan and the  
19 provisions of Chapter 163 and 166, Florida Statutes.

20 **Rezoning Recommendation:**

21 As an alternative option, staff recommends approval of the rezoning from the Single-Family  
22 Medium Density (R-1B) to the **Multifamily Medium Density (R-2)** zoning district consistent with  
23 the Small Scale Amendment.

24 This recommendation is based upon the staff analysis, information and evidence presented, and  
25 in accordance with the City Charter of the City of Titusville, the Code of Ordinances and Land  
26 Development Regulations, Section 34-40 of the Code, the adopted comprehensive plan and the  
27 provisions of Chapter 163 and 166, Florida Statutes.



Gateway to Nature & Space



### APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

<b>1. Annexation</b>	Does the request include an annexation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. Regular or Small Scale Amendment</b>	Regular Amendment (CPA) Property <b>50 acres or greater</b> <input type="checkbox"/>	Small Scale Amendment (SSA) Property <b>less than 50 acres</b> <input type="checkbox"/>		
<b>3. Project Information</b>	Project Name		Property Address/Location Description	
<b>4. Applicant / Owner</b>	Name of Applicant/Contact		Name of Owner	
	Street Address		Street Address	
	City	State	Zip	City                      State                      Zip
	Telephone #		Telephone #	
	Fax #		Fax #	
E-Mail Address		E-Mail Address		
<b>5. Applicant Status</b>	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Agent <input type="checkbox"/> Other			
<b>6. Parcel ID</b>			<b>Tax Acct.</b>	
<b>7. Site Size</b> (Attach Legal Description)	Acres:		Square Feet:	
<b>8. Current Land Uses</b>	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:			
	<b>SUBJECT SITE:</b>	<b>LDR</b>		
	<b>NORTH:</b>	_____		
	<b>SOUTH:</b>	_____		
	<b>EAST:</b>	_____		
<b>WEST:</b>	_____			


<b>9. Current Designation</b>	Future Land Use:	Zoning:		
<b>10. Proposed Designations</b>	Future Land Use:	Zoning:		
<b>11. Subject Property</b>	Current Use:	Proposed Use:		
<b>12. Note any previous amendments on the site</b>				
<b>13. Check other applications submitted</b>	Conditional Use <input type="checkbox"/>	Vacation of Easement <input type="checkbox"/>	Master Plan Approval <input type="checkbox"/>	Rezoning <input type="checkbox"/>
	Vacation of Right of Way <input type="checkbox"/>	Site Plan <input type="checkbox"/>	Subdivision/Plat <input type="checkbox"/>	Other:
<b>14. Narrative</b>	Please provide a brief description of the request and the proposed project: (Attach separate narrative page if necessary)			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day.**
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the schedule noted above.
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

**ACKNOWLEDGEMENT**

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ \_\_\_\_\_  \_\_\_\_\_ 06/25/2025  
(Signature\*) (Date)

*\* By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date Received: \_\_\_\_\_

Accepted by: \_\_\_\_\_



Gateway to Nature & Space



### SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 4)

Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

1.	Complete Application and Fees	<input type="checkbox"/>
2.	Warranty Deed	<input type="checkbox"/>
3.	Notarized Owner Authorization Form (If applicable)	<input type="checkbox"/>
4.	Legal Description (from a certified survey in Microsoft Word format)	<input type="checkbox"/>
5.	Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format.	<input type="checkbox"/>
6.	Names, addresses and address labels for all property owners within 500 feet of the subject property. <i>Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is \$35.00.</i>	<input type="checkbox"/>
7.	Additional site-specific data as necessary to describe any impacts to conservation / wetland areas, and other environmentally sensitive resources, including any mitigation efforts to be proposed or required by these regulations.	<input type="checkbox"/>
8.	Traffic counts and Level of Service (LOS) on streets providing access to subject property may be required by the City. A determination of the needed information will be provided by the City prior to submittal of the request.	<input type="checkbox"/>
9.	Pre-Application Meeting Held – Date: Staff in Attendance:	<input type="checkbox"/>
10.	Preliminary School Concurrency Determination Submitted. Contact Brevard County Public Schools, David Lindemann to receive this application for completion. <a href="mailto:Lindemann.David@BrevardSchools.org">Lindemann.David@BrevardSchools.org</a>	<input type="checkbox"/>
11.	Community Meeting per Ordinance 26-2019 – Tentative meeting date _____	<input type="checkbox"/>
12.	Completed Concurrency Application	<input type="checkbox"/>

### Conceptual Site Plan Checklist

(Development Review Procedures Manual Section 4)

In order to illustrate the proposed use of the property to be rezoned, the applicant is encouraged to submit a conceptual site plan in support of the proposal. If a conceptual site plan or developer's agreement is not provided with the application, the City shall review the application based on the most intensive land use and the maximum intensity and/or density within the zoning district requested within the application. If a conceptual site plan is submitted, the following information shall be provided:

1.	A vicinity map indicating the general location of the abutting streets and utilities.	<input type="checkbox"/>
2.	General information regarding the existing site conditions and physical characteristics, adjacent community facilities and public utilities, and surrounding property conditions.	<input type="checkbox"/>
3.	General description of the proposed development including the total acreage, the proposed number of buildings, or the number of units.	<input type="checkbox"/>
4.	The location of existing buildings and structures including the dimensions.	<input type="checkbox"/>
5.	The means of ingress and egress to the project.	<input type="checkbox"/>
6.	General location and dimension of all existing and proposed parking and/or loading areas.	<input type="checkbox"/>
7.	Information showing approximate location of all structures and major features, setbacks, distance between structures and property lines, floor areas, width of driveways, parking spaces, property or lot lines, percent of property or lot lines, percent of property coverage.	<input type="checkbox"/>



# CONCURRENCY

## City of Titusville Preliminary Concurrency Assessment

Project Name: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Email: \_\_\_\_\_

### Concurrency Assessment Requirements

1. Project Developer/Engineer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Property Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: FL \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Size of proposed development (acres): \_\_\_\_\_

4. Parcel ID Number: \_\_\_\_\_

5. Tax Account Number: \_\_\_\_\_

6. Name of Primary Access Point(s): \_\_\_\_\_  
 \_\_\_\_\_

7. Name of Secondary Access Point(s): \_\_\_\_\_  
 \_\_\_\_\_

8. Are there any existing structures or improvements on the site. Yes:  No:   
 If yes please describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Proposed Use(s):  
 Residential Uses  Single Family Number of Lots: \_\_\_\_\_  
 Multi-family Number of Units: \_\_\_\_\_  
 No. of Buildings: \_\_\_\_\_ Bldg. Height: \_\_\_\_\_ (ft)

Non-Residential Use Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)  
 Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)  
 Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)  
 Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)

(For non-residential uses include type from list below with square footage of each type proposed.)

Medical Office	Retail Under 50,000GSF	Auto Repair	General Recreation	College
Hospital	Retail 50,00 to 99,999 GSF	Car Wash	Day Care Center	Office Park
Veterinary Clinic	Retail 100,000 to 299,999 GSF	Convenience Market (24hr)	Church	Office under 10,000 GSF
Service Stations	Retail 300,000 to 499,999 GSF	Convenience Market w/gas & fast food	Movie Theater	Office over 10,000 GSF
New & Used Auto Sales	Retail over 500,000 GSF	Golf Course	School (Elementary)	Furniture Store
Manufactureing	Quality Restaurant	Racquet Club/Health Spa	School (Middle/Jr.)	Supermarket
Warehouse	Restaurant	Tennis Court	School (High)	Bank
Mini-Warehouse	Fast Food Restaurant w/Drive thru	Marina	Junior College	Bank w/Drive-In
General Industrial				

For uses not listed contact the Planning Department at (321) 567-3782.  
 Email completed application form to the City of Titusville Planning Department for evaluation/assessment.



Gateway to Nature & Space



**APPLICATION FOR REZONING (REZ) / PLANNED DEVELOPMENT (PD) / MASTER PLAN (MP)**

Please submit electronically a completed application including to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. **INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.**

<b>1. Project Information</b>	Project Name		Property Address/Location Description			
<b>2. Type of Request</b>	Rezoning (REZ) <input type="checkbox"/>	Planned Development (PD) <input type="checkbox"/>	Master Plan (MP) <input type="checkbox"/>			
<b>2. Applicant/ Owner</b>	Name of Applicant/Contact		Name of Owner			
	Street Address		Street Address			
	City	State	Zip	City	State	Zip
	<b>Orlando, FL 32806</b>		<b>Mims FL, 32754</b>			
	Telephone #		Telephone #			
	Fax #		Fax #			
E-Mail Address		E-Mail Address				
<b>3. Applicant Status</b>	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Agent <input type="checkbox"/> Other					
<b>4. Parcel ID</b>	<b>22-35-09-02-*-7</b>		<b>Tax Acct.</b>	<b>#2204528</b>		
<b>5. Site Size</b>	Acres:		Square Feet:			
<b>6. Current Land Uses</b>	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:					
	<b>SUBJECT SITE:</b>	<b>LDR</b>				
	<b>NORTH:</b>	<b>LDR</b>				
	<b>SOUTH:</b>	<b>MDR</b>				
	<b>EAST:</b>	<b>HDR</b>				
	<b>WEST:</b>	<b>LDR</b>				

<b>7. Current Future Land Use Designation</b>	Future Land Use:			
<b>8. Existing Zoning District</b>				
<b>9. Proposed Zoning District</b>				
<b>10. Building Status</b>	Existing Building(s) on the site?		New Buildings Proposed?	
<b>11. Note any previous rezonings on the site</b>				
<b>12. Check other applications submitted</b>	Conditional Use	<input type="checkbox"/>	Vacation of Easement	<input type="checkbox"/>
	Vacation of Right of Way	<input type="checkbox"/>	Site Plan	<input type="checkbox"/>
	Master Plan Approval	<input type="checkbox"/>	Rezoning	<input type="checkbox"/>
			Subdivision/Plat	<input type="checkbox"/>
	Other: <input type="checkbox"/>			
<b>13. Narrative</b>	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary)			

- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day.**
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

**ACKNOWLEDGEMENT**

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.
6. I understand that as the Applicant, I must hold a public meeting prior to the scheduling of any public hearings before the Planning and Zoning Commission or City Council for this item. Notices for this meeting must be sent to all property owners within 500 feet of the subject property.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/ \_\_\_\_\_  \_\_\_\_\_ 05/27/2024  
(Signature\*) (Date)

*\* By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: \_\_\_\_\_

Accepted by: \_\_\_\_\_



Gateway to Nature & Space

SUBMITTAL CHECKLIST

(Development Review Procedures Manual Section 5 and 6)



Please fill out the following and submit the documents to the Planning Department electronically. Payment of fees does not ensure a favorable decision. Additional information may include documents initially waived at the pre-application meeting but subsequently determined necessary by staff.

Table with 12 rows and 2 columns. Row 1: Complete Application and Fees [checkbox]. Row 2: Warranty Deed [checkbox]. Row 3: Notarized Owner Authorization Form (If applicable) [checkbox]. Row 4: Legal Description (from a certified survey in Microsoft Word format) [checkbox]. Row 5: Certified Survey (sealed and containing permanent reference points as described by Chapter 177, Florida Statutes, with bearings, distances and closures) in electronic PDF format [checkbox]. Row 6: Names, addresses and address labels for all property owners within 500 feet of the subject property. Note: This listing is available from either the Brevard County Property Appraiser's Office or the City of Titusville Planning Department. Current charge for this service is \$35.00. [checkbox]. Row 7: For Planned Development and Master Plan applications, a conceptual site plan (minimum 24" x 36") in electronic PDF format. See table below for requirements. [checkbox]. Row 8: For Planned Development and Master Plan applications, a Planned Development Ordinance establishing the development standards for the Planned Development. [checkbox]. Row 9: For Master Plan applications, a Unified Control Agreement pursuant to Sec. 34-54 of the Land Development Regulations. [checkbox]. Row 10: Pre-Application Meeting Date: Staff in Attendance: [checkbox]. Row 11: Community Meeting per Ordinance 26-2019 - Tentative meeting date [checkbox]. Row 12: Completed Concurrency Application [checkbox].

**Conceptual Site Plan Checklist**  
(Development Review Procedures Manual Section 5 and 6)

THE CONCEPTUAL SITE PLAN SHALL INCLUDE THE FOLLOWING:

1.	All information required for a sketch plat. (if applicable)	<input type="checkbox"/>
2.	Development plan identifying the location and acreage of each component and district of the project, including the location and placement of proposed land uses by type and density, density, layout of lots, open space designation, location of landscape buffer areas required by these regulations, recreational facilities, commercial uses, other permitted uses, off-street parking and loading locations and refuse collection locations.	<input type="checkbox"/>
3.	Development plans showing access and buffer areas (both external and internal) to the development and how pedestrian and other non-motoring travel will be safely integrated.	<input type="checkbox"/>
4.	Tabulations of acreage devoted to each use and total gross acreage of the project. These tabulations shall include acreage totals for each use, open space designations, recreation facilities, streets, parks, schools and other uses. Within these tabulations, information relative to the total number and type of residential units, the residential density for each type of unit, and the overall residential density of the project shall be provided.	<input type="checkbox"/>
5.	An environmental component, including maps and analyses, which determine the effect of the proposed development upon the conservation/preservation of native habitat, wildlife, floodplains, recreation advantages wetlands and other natural resources.	<input type="checkbox"/>
6.	Documentation as to the impact of the proposed development on the levels of service for roads, potable water, sanitary sewer, solid waste drainage, parks and any other public facilities and services. (Preliminary Concurrency Analysis)	<input type="checkbox"/>
7.	A stormwater management plan with sufficient detail included to demonstrate that the proposed development can comply with the requirements of the Land Development Regulations.	<input type="checkbox"/>
8.	The location of existing buildings and structures including the dimensions.	<input type="checkbox"/>



# CONCURRENCY

## City of Titusville Preliminary Concurrency Assessment

Project Name: \_\_\_\_\_  
 Project Location: **1400 Elizabeth Ave. Titusville FL**  
 Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Email: \_\_\_\_\_

### Concurrency Assessment Requirements

1. Project Developer/Engineer: \_\_\_\_\_  
 Address: **121 DRENNEN RD.**

City: **ORLANDO** State: **FL** Zip: **32806**  
 Email: **Admin@ProRestoreServices.com** Phone: **321.863.3223** Fax: \_\_\_\_\_

2. Property Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_

City: **MIMS** State: **FL** Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Size of proposed development (acres): **2.843 Acres**

4. Parcel ID Number: **22-35-09-02-\*7**

5. Tax Account Number: **#2204528**

6. Name of Primary Access Point(s): **Queen St & Elizabeth Ave**

7. Name of Secondary Access Point(s): **22-35-09-02-\*7**

8. Are there any existing structures or improvements on the site. Yes:  No:   
 If yes please describe: \_\_\_\_\_

9. Proposed Use(s):  
 Residential Uses  Single Family Number of Lots: \_\_\_\_\_  
 Multi-family Number of Units: \_\_\_\_\_  
 No. of Buildings: \_\_\_\_\_ Bldg. Height: \_\_\_\_\_ (ft)

Non-Residential Use Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)  
 Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)  
 Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)  
 Use: \_\_\_\_\_ Area: \_\_\_\_\_ (ft<sup>2</sup>)

(For non-residential uses include type from list below with square footage of each type proposed.)

Medical Office	Retail Under 50,000GSF	Auto Repair	General Recreation	College
Hospital	Retail 50,00 to 99,999 GSF	Car Wash	Day Care Center	Office Park
Veterinary Clinic	Retail 100,000 to 299,999 GSF	Convenience Market (24hr)	Church	Office under 10,000 GSF
Service Stations	Retail 300,000 to 499,999 GSF	Convenience Market w/gas & fast food	Movie Theater	Office over 10,000 GSF
New & Used Auto Sales	Retail over 500,000 GSF	Golf Course	School (Elementary)	Furniture Store
Manufactureing	Quality Restaurant	Racquet Club/Health Spa	School (Middle/Jr.)	Supermarket
Warehouse	Restaurant	Tennis Court	School (High)	Bank
Mini-Warehouse	Fast Food Restaurant w/Drive thru	Marina	Junior College	Bank w/Drive-In
General Industrial				

For uses not listed contact the Planning Department at (321) 567-3782.  
 Email completed application form to the City of Titusville Planning Department for evaluation/assessment.

**ORDINANCE NO. X-2026**

**AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 60-1988, WHICH ADOPTED THE COMPREHENSIVE PLAN OF THE CITY OF TITUSVILLE, BY AMENDING THE FUTURE LAND USE DESIGNATION ON LAND LOCATED AT THE NORTHWEST CORNER OF ELIZABETH AVENUE AND QUEEN STREET FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON 3.61+/- ACRES OF PROPERTY HAVING PARCEL ID NO. 22-35-09-02-\*7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Titusville, pursuant to Chapter 163, Florida Statutes, desires to amend its Comprehensive Plan adopted by Ordinance No. 60-1988; and

**WHEREAS**, a first and second public hearing has been held on the Comprehensive Plan amendments before the Local Planning Agency and the local governing body; and

**WHEREAS**, the City of Titusville finds that said Comprehensive Plan Amendment has been processed in accordance with the applicable law and desires to amend the Comprehensive Plan.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY OF TITUSVILLE, FLORIDA as follows:**

**SECTION 1. RECITALS.** The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

**SECTION 2.** The City of Titusville’s Comprehensive Plan is hereby amended by adopting Small Scale Comprehensive Plan Amendment No. 7-2025 and amends its Future Land Use Map, by changing the land use designation on land located at the northwest corner of Elizabeth Avenue and Queen Street from Low Density Residential to High Density Residential on 3.61+/- acres of property; having parcel ID No. 22-35-09-02-\*7; as described in Exhibit A.

**SECTION 3. SEVERABILITY.** If any provisions of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect 31 days after adoption pursuant to Section 163.3187(5)(c) Florida Statutes.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

---

**Andrew Connors, Mayor**

**ATTEST:**

---

**Wanda F. Wells, City Clerk**

**Exhibit A**

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, KING LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE(S) 21, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,  
THENCE RUN NORTH ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 650 FEET,  
THENCE RUN EAST ALONG H. BLARR SOUTHLINE, A DISTANCE OF 460 FEET,  
THEN RUN SOUTH PARALLEL TO THE WEST LINE OF LOT 3, A DISTANCE OF 650 FEET,  
THEN WEST ALONG THE SOUTHLINE OF LOTS 3 AND 4 OF KING LAND COMPANY SUBDIVISION, TO THE POINT OF BEGINNING AND BEING PART OF LOTS 3 AND 4, KING LAND COMPANY SUBDIVISION.

LESS AND EXCEPT ALL OF MOCKINGBIRD HILL, UNIT 5, AS RECORDED IN PLAT BOOK 21, PAGE(S) 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

AND ALSO EXCEPT THEREFROM RIGHT-OF-WAY OF PROSPECT STREET, ZIRUTH AVENUE, GIFFORD STREET AND QUEEN STREET (FORMERLY KNOWN AS KING STREET).

ALL OF THE ABOVE DESCRIBED IN DEED BOOK 369, PAGE 413, BEING PART OF LOTS 7 AND 8, DRUID HILL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE(S) 39, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**ORDINANCE NO. X-2026**

**AN ORDINANCE AMENDING ORDINANCE NO. 5-1993 OF THE CITY OF TITUSVILLE, FLORIDA, BY AMENDING THE ZONING MAP MADE A PART OF SAID ORDINANCE BY REFERENCE BY CHANGING THE ZONING CLASSIFICATION ON LAND LOCATED AT THE NORTHWEST CORNER OF ELIZABETH AVENUE AND QUEEN STREET FROM THE SINGLE-FAMILY MEDIUM DENSITY (R-1B) ZONING DISTRICT TO THE MULTIFAMILY HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT ON 3.61+/- ACRES OF PROPERTY; HAVING PARCEL ID NO. 22-35-09-02-\*7; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE..**

**WHEREAS**, the City of Titusville received an application for a rezoning from certain property owners; and

**WHEREAS**, a first and second public hearing has been held on the rezoning before the Local Planning Agency and the local governing body and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS**, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said properties; and

**WHEREAS**, the City of Titusville finds that said rezoning has been processed in accordance with the applicable law and desires to amend its Zoning Map to change the zoning designation on said properties; and

**WHEREAS**, the City Council of the City of Titusville desires to amend its Zoning Map.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA as follows:**

**SECTION 1. RECITALS.** The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

**SECTION 2.** Ordinance No. 5-1993 is hereby amended by amending the Zoning Map of the City of Titusville, made a part of said Ordinance by reference, by designating the following property described in Exhibit A presently zoned Single-Family Medium Density (R-1B) to Multifamily High Density Residential (R-3), as approved by City Council.

**SECTION 3.** This ordinance shall take effect simultaneously with the effective date of Small-Scale Amendment (SSA) No. 7-2025 contained in Ordinance \_\_-2026.

**SECTION 4. SEVERABILITY.** If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 5. REPEAL OF CONFLICTING ORDINANCES.** All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6. INCORPORATION INTO CODE.** This ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
**Andrew Connors, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Wanda F. Wells, City Clerk**

**Exhibit A**

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, KING LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE(S) 21, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,  
THENCE RUN NORTH ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 650 FEET,  
THENCE RUN EAST ALONG H. BLARR SOUTHLINE, A DISTANCE OF 460 FEET,  
THEN RUN SOUTH PARALLEL TO THE WEST LINE OF LOT 3, A DISTANCE OF 650 FEET,  
THEN WEST ALONG THE SOUTHLINE OF LOTS 3 AND 4 OF KING LAND COMPANY SUBDIVISION, TO THE POINT OF BEGINNING AND BEING PART OF LOTS 3 AND 4, KING LAND COMPANY SUBDIVISION.

LESS AND EXCEPT ALL OF MOCKINGBIRD HILL, UNIT 5, AS RECORDED IN PLAT BOOK 21, PAGE(S) 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

AND ALSO EXCEPT THEREFROM RIGHT-OF-WAY OF PROSPECT STREET, ZIRUTH AVENUE, GIFFORD STREET AND QUEEN STREET (FORMERLY KNOWN AS KING STREET).

ALL OF THE ABOVE DESCRIBED IN DEED BOOK 369, PAGE 413, BEING PART OF LOTS 7 AND 8, DRUID HILL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE(S) 39, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



PROPERTY ADDRESS: 1400 ELIZABETH AVENUE, TITUSVILLE, FLORIDA 32780

DATE: 03/13/25

CLIENT ORDER NUMBER:

CERTIFIED TO:  
JEREMIAH OFORI

**LEGAL DESCRIPTION:**

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, KING LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE(S) 21, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 650 FEET; THENCE RUN EAST ALONG H. BLARR SOUTHLINE, A DISTANCE OF 460 FEET; THEN RUN SOUTH PARALLEL TO THE WEST LINE OF LOT 3, A DISTANCE OF 650 FEET; THEN WEST ALONG THE SOUTHLINE OF LOTS 3 AND 4 OF KING LAND COMPANY SUBDIVISION, TO THE POINT OF BEGINNING AND BEING PART OF LOTS 3 AND 4, KING LAND COMPANY SUBDIVISION.  
LESS AND EXCEPT ALL OF MOCKINGBIRD HILL, UNIT 5, AS RECORDED IN PLAT BOOK 21, PAGE(S) 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;  
AND ALSO EXCEPT THEREFROM RIGHT-OF-WAY OF PROSPECT STREET, ZIRUTH AVENUE, GIFFORD STREET AND QUEEN STREET (FORMERLY KNOWN AS KING STREET).

**POINTS OF INTEREST:**

**ALL ELEVATIONS ARE BASED ON BREVARD COUNTY BENCHMARK DESIGNATION GPS 5050 LYNN 2003 WITH AN ELEVATION OF 10.80' (NAVD 88 DATUM).**

**FLOOD INFORMATION:**

**BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF TITUSVILLE, COMMUNITY NUMBER 125152, DATED 1/29/2021.**

**JOB SPECIFIC SURVEYOR NOTES:**

**THE BEARING REFERENCE OF SOUTH 0 DEGREES 15 MINUTES 51 SECONDS WEST IS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF ELIZABETH AVENUE, LOCATED WITHIN MOCKINGBIRD HILL, UNIT 5 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 4 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.**

**Robinson Surveying**  
L.B.# 8260  
140 E. Panama Road  
Winter Springs, Florida 32708  
407.637.5961

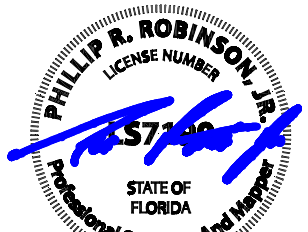
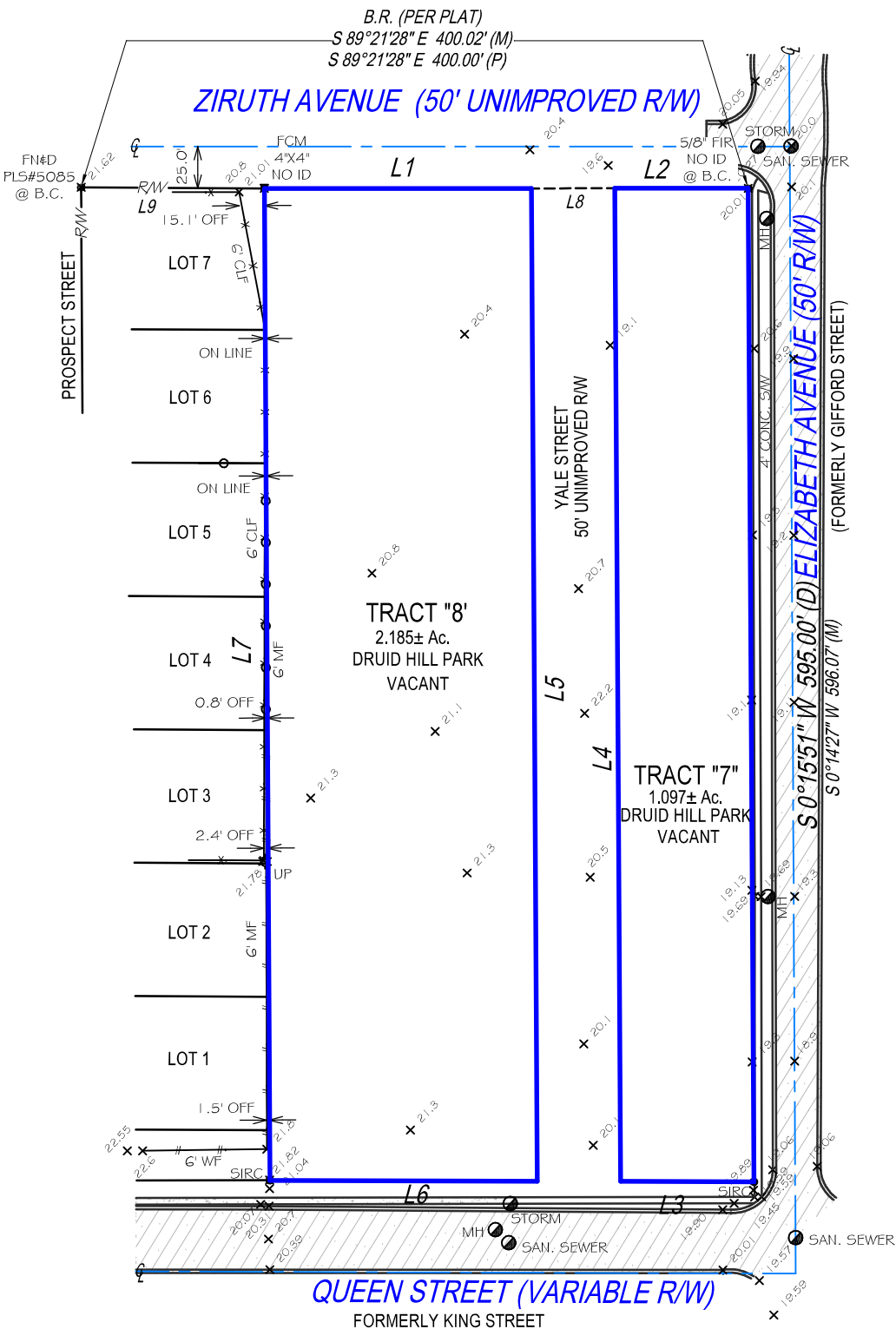
**2502.0035  
BOUNDARY SURVEY  
BREVARD COUNTY**

**LINE TABLE:**

L1	S 89°21'28" E	160.00' (D)
	S 89°26'31" E	160.13' (M)
L2	S 89°21'28" E	80.00' (D)
	S 89°26'33" E	80.00' (M)
L3	N 89°21'28" W	80.20' (D)
	N 89°15'31" W	80.00' (M)
L4	S 0°15'51" W	595.00' (D)
	N 0°14'24" E	595.67' (M)
L5	N 0°15'51" E	595.00' (D)
	S 0°14'23" W	595.51' (M)
L6	N 89°21'28" W	160.00' (D)
	N 89°15'31" W	160.76' (M)
L7	N 0°16'51" E	595.00' (D)
	N 0°14'57" E	595.14' (M)
L8	S 89°21'28" E	50.00' (D)
	S 89°26'31" E	50.00' (M)
L9	S 89°21'28" E	110.00' (D)
	S 89°08'06" E	109.89' (M)

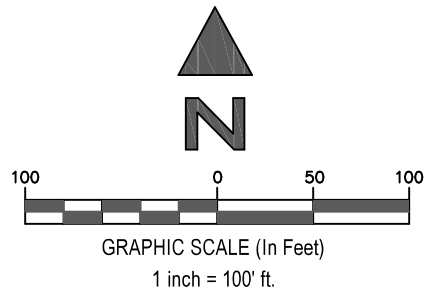
**SURVEYOR'S NOTES:**  
FENCE OWNERSHIP NOT DETERMINED.

- The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
- This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
- If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Robinson Surveying by a third party or it was estimated by metal detector, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
- This survey is exclusively for the use of the parties to whom it is certified.
- Additions or deletions to the survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- Dimensions are in feet and decimals thereof.
- Due to varying construction standards, house dimensions are approximate.
- Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
- All corners marked as set are at a minimum a 1/2" diameter, 18" iron rebar with a cap stamped LBR8260.
- If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signatures are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
- Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
- The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been placed at the center of the field location, and may not represent the actual shape or size of the feature.
- Points of Interest (POI) are selected above-ground improvements which may be in contact with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI which are not shown, not called-out as POI, or which are otherwise unknown to the surveyor. These POI may not represent all items of interest to the viewer.
- Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
- The information contained on this survey has been performed exclusively, and is the sole responsibility, of Robinson Surveying. Additional logo or references to third parties are for informational purposes only.
- Pursuant to FS 558.0035, an individual employee or agent may not be held individually liable for negligence.
- House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

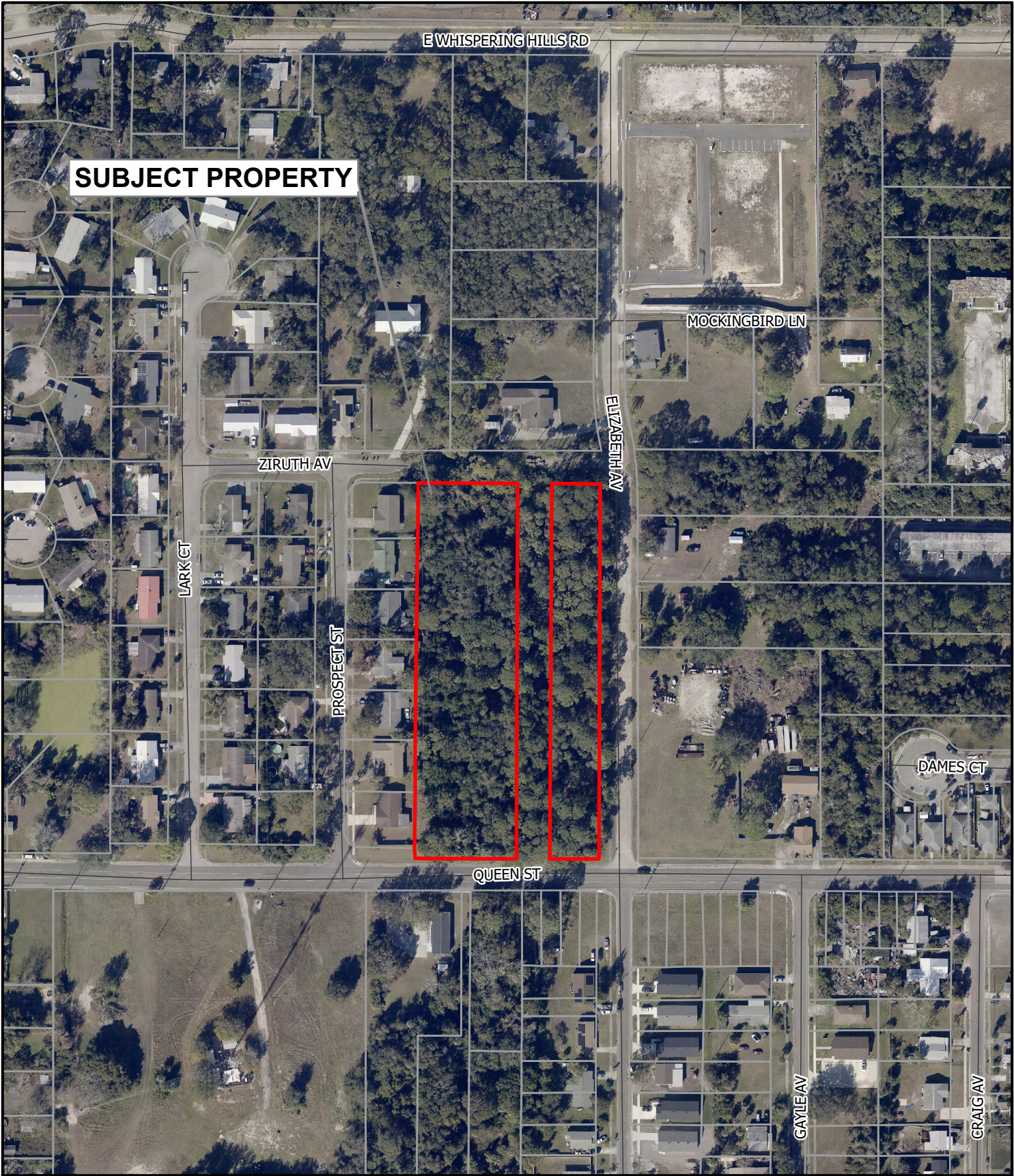


**PHILLIP R. ROBINSON**  
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NO. 7190

*I hereby certify that this Boundary Survey of the heron described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.*



UNIDENTIFIED (UNLESS OTHERWISE NOTED)	IRON FENCE
BOUNDARY LINE	OVERHEAD LINES
STRUCTURE	SURVEY TIE LINE
CHAINLINK OR WIRE FENCE	WALL OR FASITY WALL
EASEMENT	WOOD FENCE
EDGE OF WATER	WELL FENCE
	<b>SURFACE TYPES</b>
ASPHALT	GRAVEL
CONCRETE	PAVED DRIVEWAY
WOOD	WOOD
<b>SYMBOLS</b>	<b>FIELD NOTES</b>
IRON NAIL	NO OR SET LOCATION
CHAINLINK OR WIRE FENCE	WELL
CONTROL POINT	UTILITY OR LIGHT POLE
CONCRETE MONUMENT	
WOOD MONUMENT	
(C)	CALCULATED
(D)	DEED
(M)	MEASURED
(P)	PLAT
(S)	RECORD
(S)	SURVEY
A.S.B.L.	ACCESSORY SETBACK LINE
A.C.	AIR CONDITIONING
B.C.	BLOCK CORNER
B.F.P.	BACKFLOW PREVENTOR
B.R.	BEARING REFERENCE
B.R.L.	BUILDING RESTRICTION LINE
B.W.	BAY/BOW WINDOW
B.L.D.G.	BUILDING
B.L.K.	BLOCK
B.M.	BENCHMARK
B.S.M.T.	BASEMENT
C	CURVE
C.B.	CONCRETE BLOCK
C.L.F.	CHAIN LINK FENCE
C.D.	CLEAN OUT
C.V.G.	CONCRETE VALLEY GUTTER
C.L.	CENTER LINE
C.P.	COVERED PORCH
C/S	CONCRETE SLAB
C.A.V.Y.	CABLE TV RISER
CH	CHORD BEARING
CHIM.	CHIMNEY
CONC.	CONCRETE
CORNER	CORNER
C.S.W.	CONCRETE SIDEWALK
D.F.	DRAIN FIELD
D.H.	DRILL HOLE
D.W.	DRIVEWAY
E.O.W.	EDGE OF WATER
ELEV.	ELEVATION
EM	ELECTRIC METER
ENCL.	ENCLOSURE
ENT.	ENTRANCE
E.U.B.	ELECTRIC UTILITY BOX
FF.	FINISHED FLOOR
F.O.P.	EDGE OF PAVEMENT
F.O.H.	FOUND DRILL HOLE
FCM	FND. CONCRETE MONUMENT
FIP	FOUND IRON PIPE & CAP
FPC	FOUND IRON PIPE & CAP
FIR	FOUND IRON ROD
FIRG	FOUND IRON ROD & CAP
FN	FOUND NAIL
FN&D	FOUND NAIL AND DISC
FND.	FOUND
FPKN	FOUND PARKER-KALON NAIL
FFRN&D	FOUND PK NAIL & DISC
FOR&PK	FOUND ROAD SPIKE
GAR.	GARAGE
GM	GAS METER
ID.	IDENTIFICATION
ILL.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L#	LENGTH
LS#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
M.B.	MAP BOOK
M.E.S.	METERED END SECTION
M.F.	METAL FENCE
MES	METERED END SECTION
MH	MANHOLE
N.R.	NON REDIAL
N.T.S.	NOT TO SCALE
NAVDA88	NORTH AMERICAN VERTICAL DATUM OF 1988
NOVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.D.	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O.V.A.	OVERALL
O.S.	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.F.	PERMANENT CONTROL POINT
PL	POINT OF INTERSECTION
PO.B.	POINT OF BEGINNING
PO.C.	POINT OF COMMENCEMENT
PP	FINCH PIPE
PP.C.	POINT OF REVERSE CURVATURE
P.F.M.	PERMANENT REFERENCE MONUMENT
PT.	POINT OF TANGENCY
P.TE	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
R.P.	RADIUS POINT
R.W.	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SETBACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
SWG/D	SET GLUE DISC
SW	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
STY.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TR.	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W.C.	WITNESS CORNER
W.F.	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE
A.E.	ACCESS EASEMENT
A.N.E.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E.	INGRESS/EGRESS ESMT.
I.R.E.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.L.E.	LANDSCAPE BUFFER ESMT.
L.L.E.	LANDSCAPE ESMT.
L.L.E.	LAKE OR LANDSCAPE ESMT.
M.E.	MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT



**SUBJECT PROPERTY**

E WHISPERING HILLS RD

MOCKINGBIRD LN

ZIRUTH AV

ELIZABETH AV

LARK CT

PROSPECT ST

DAMES CT

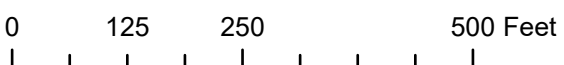
QUEEN ST

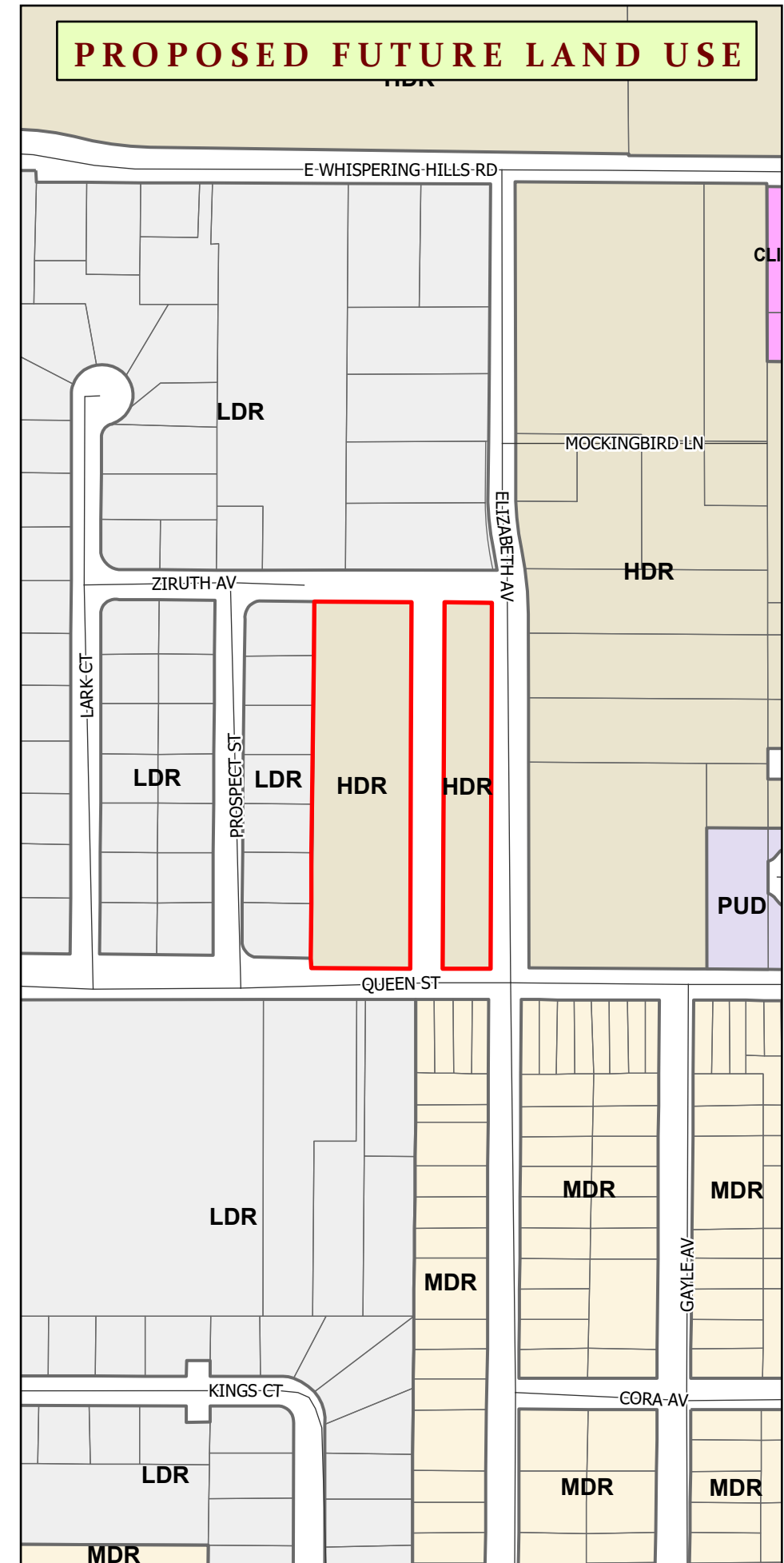
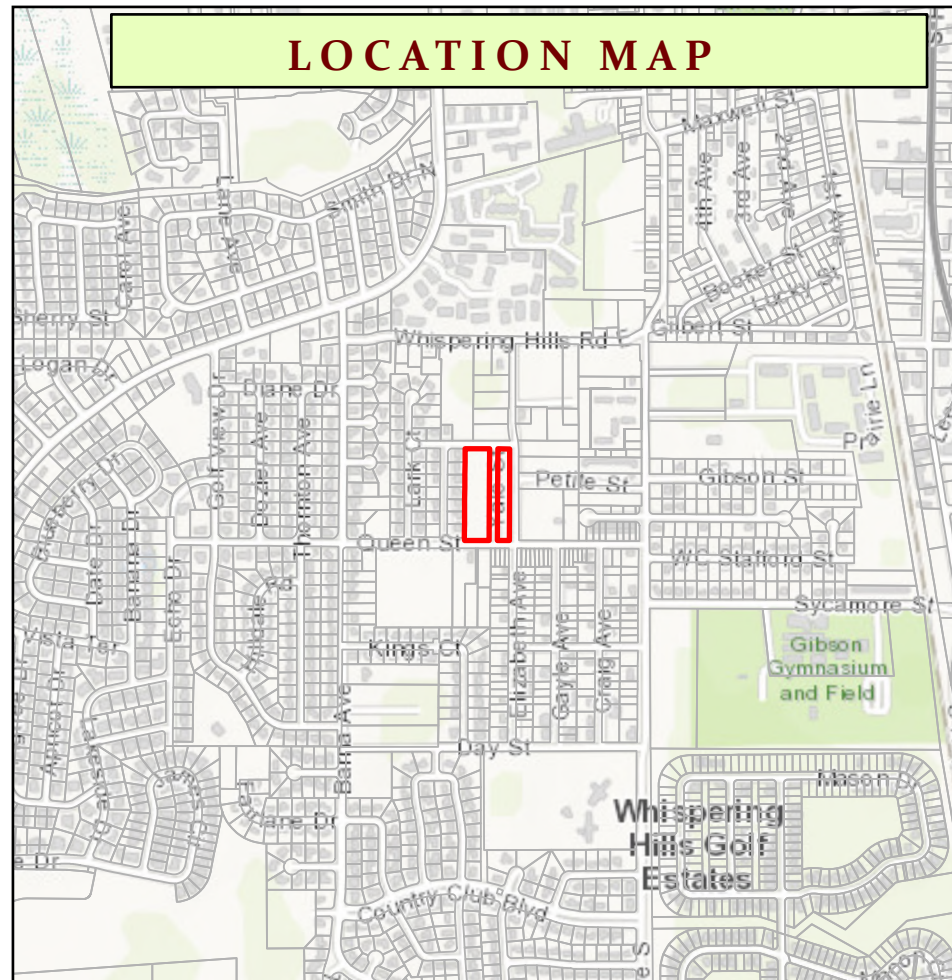
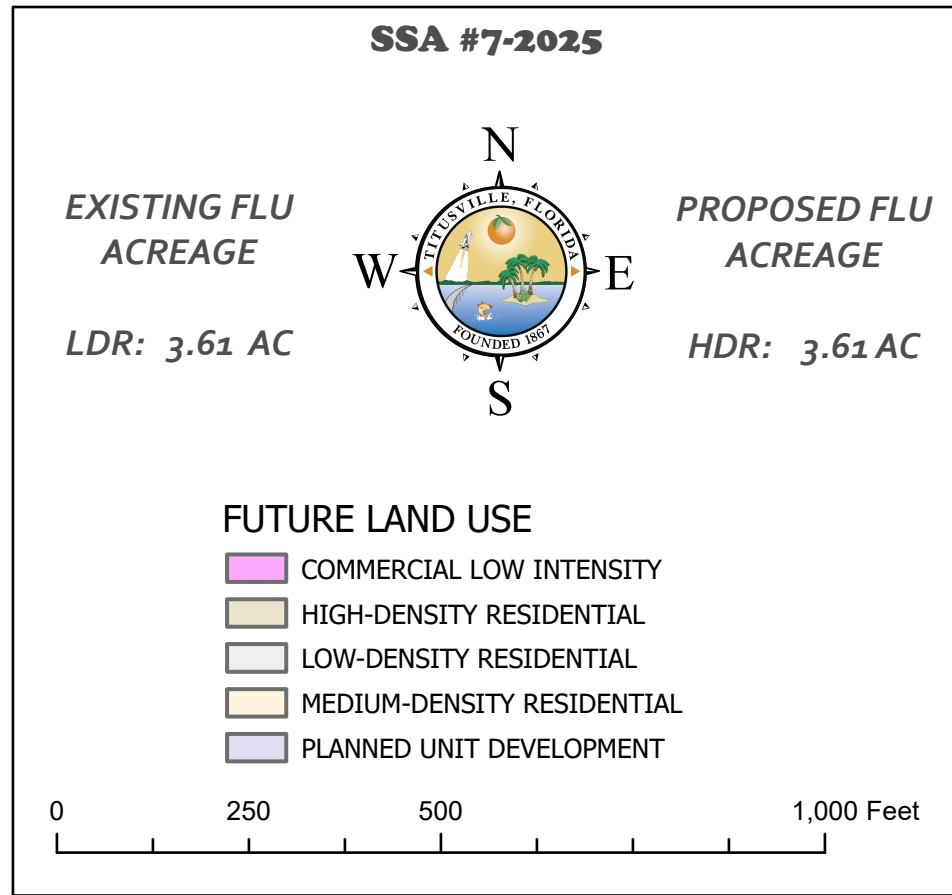
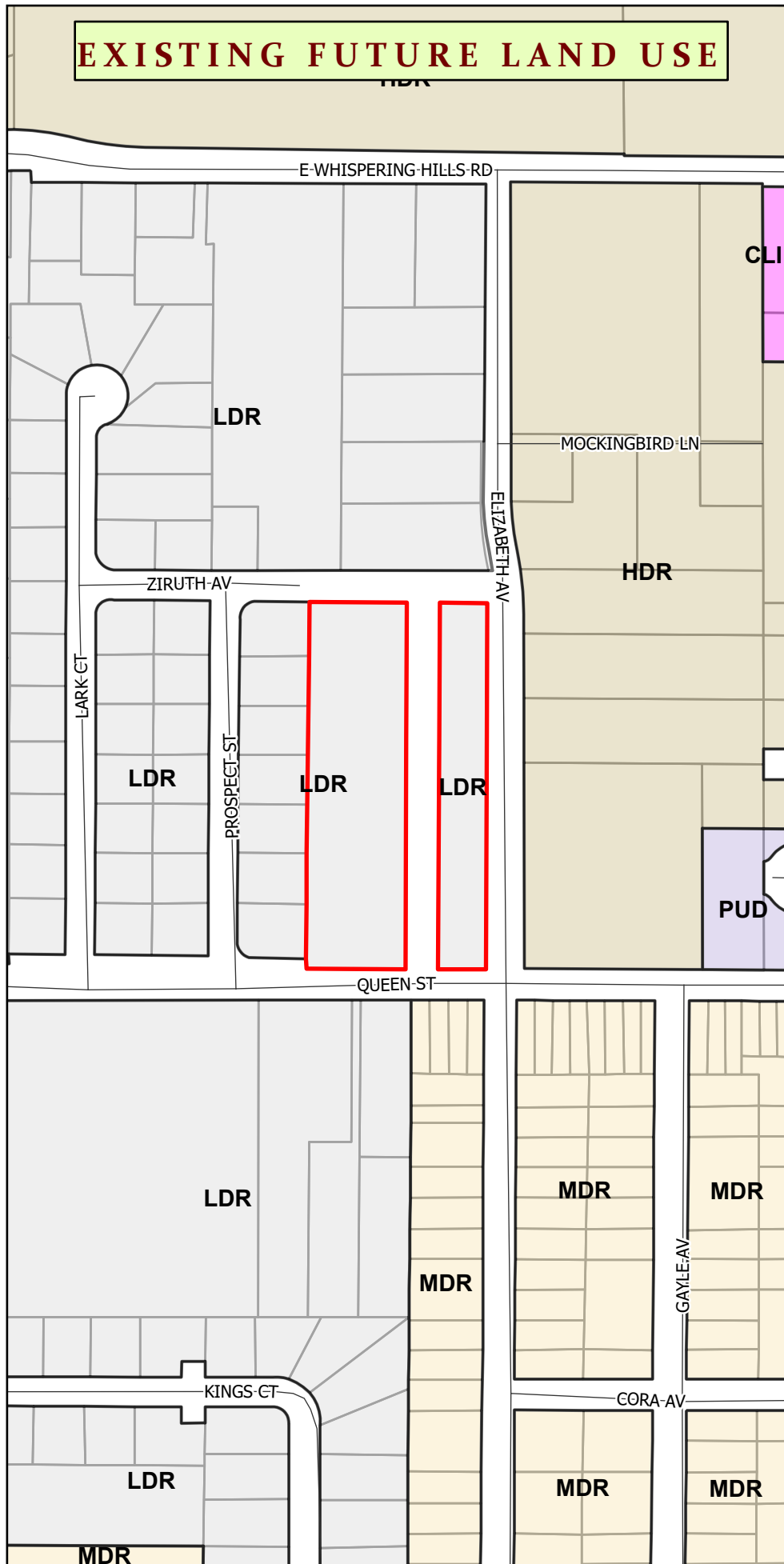
GAYLE AV

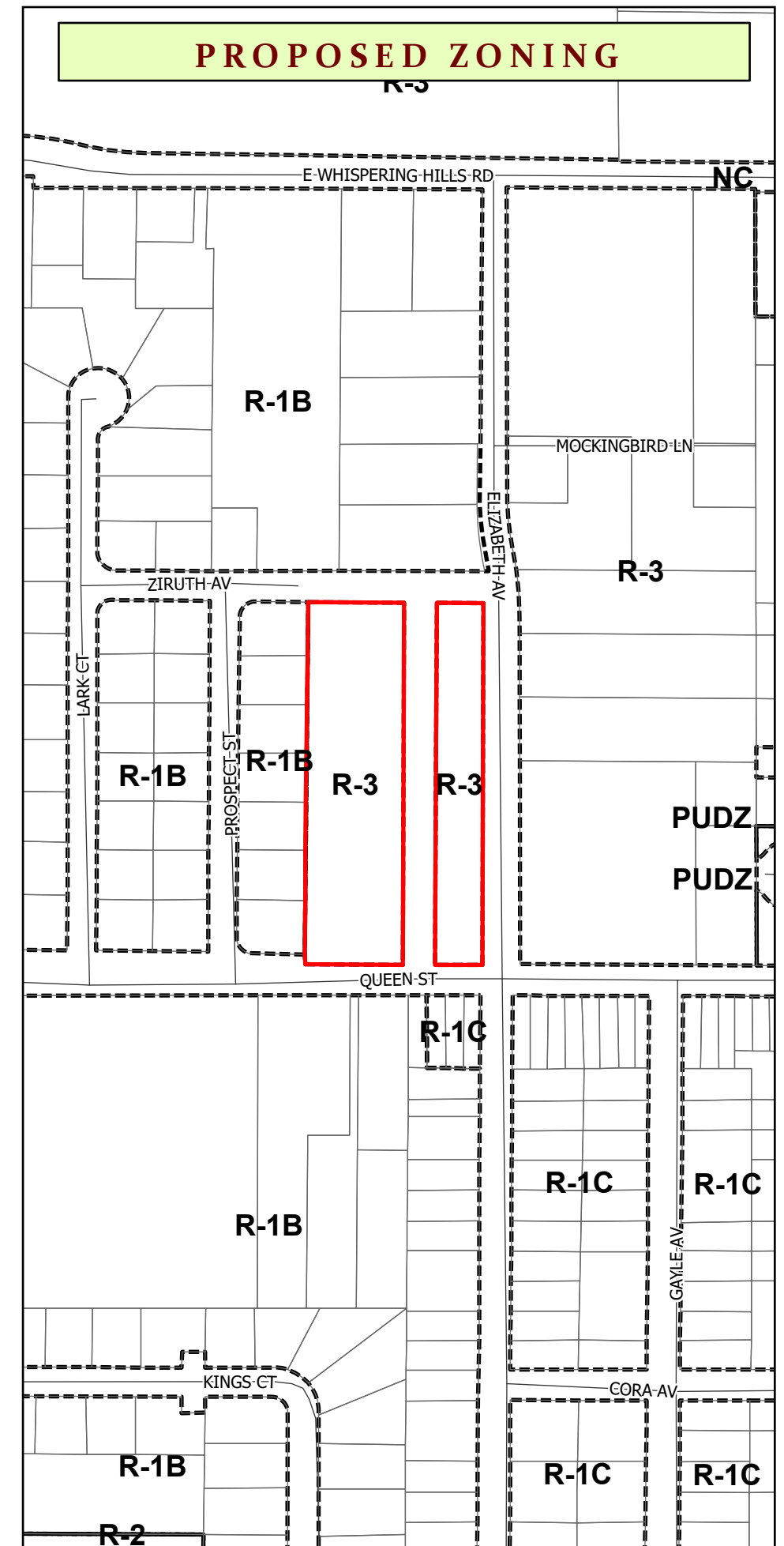
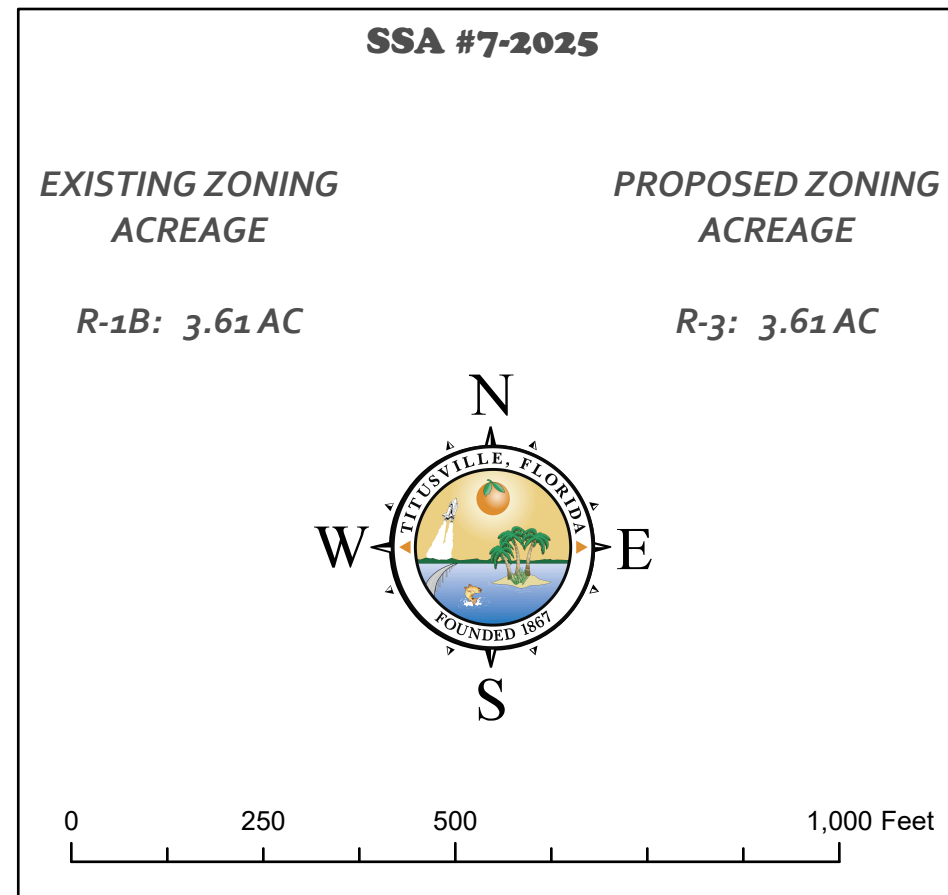
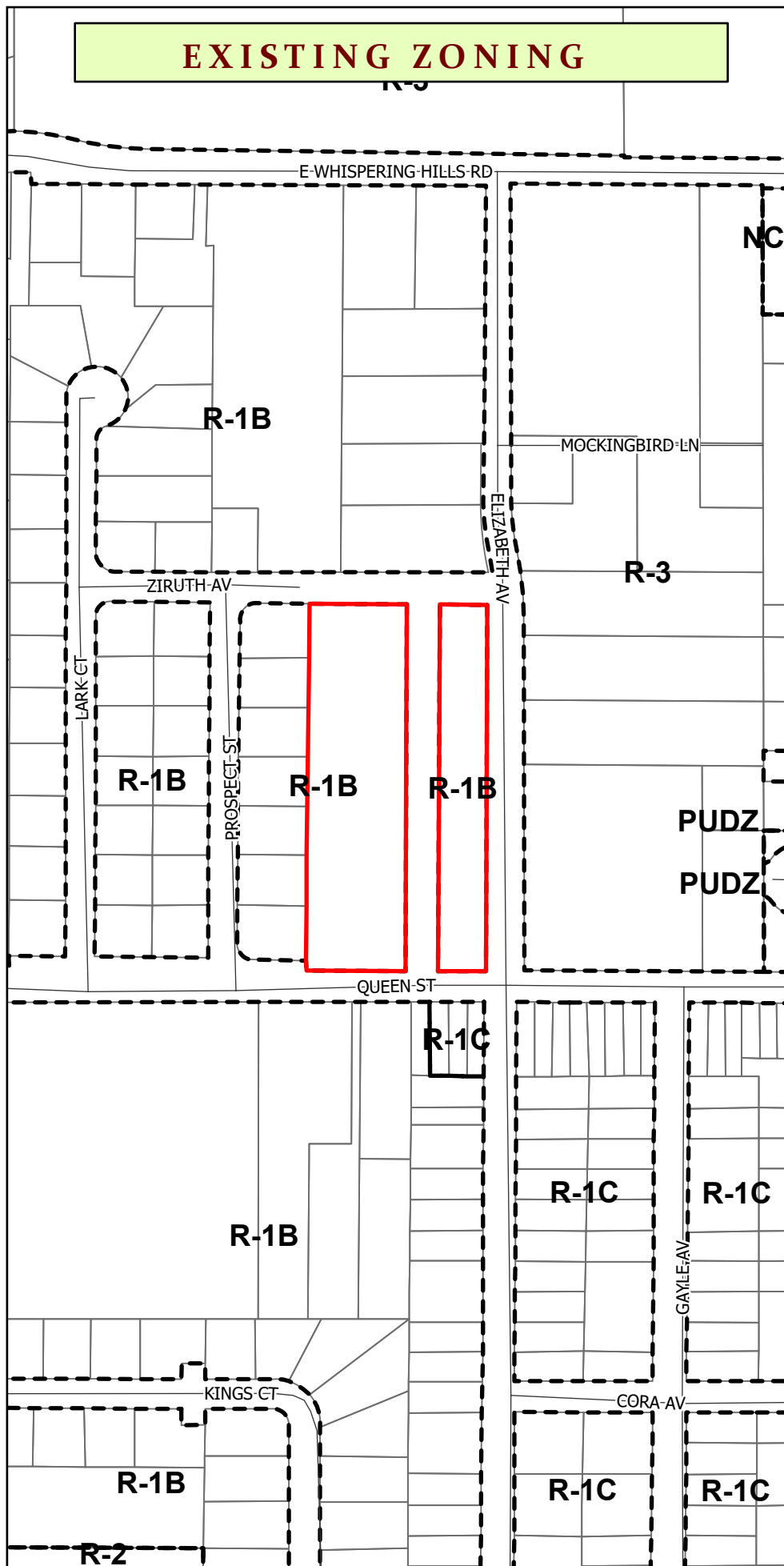
CRAIG AV

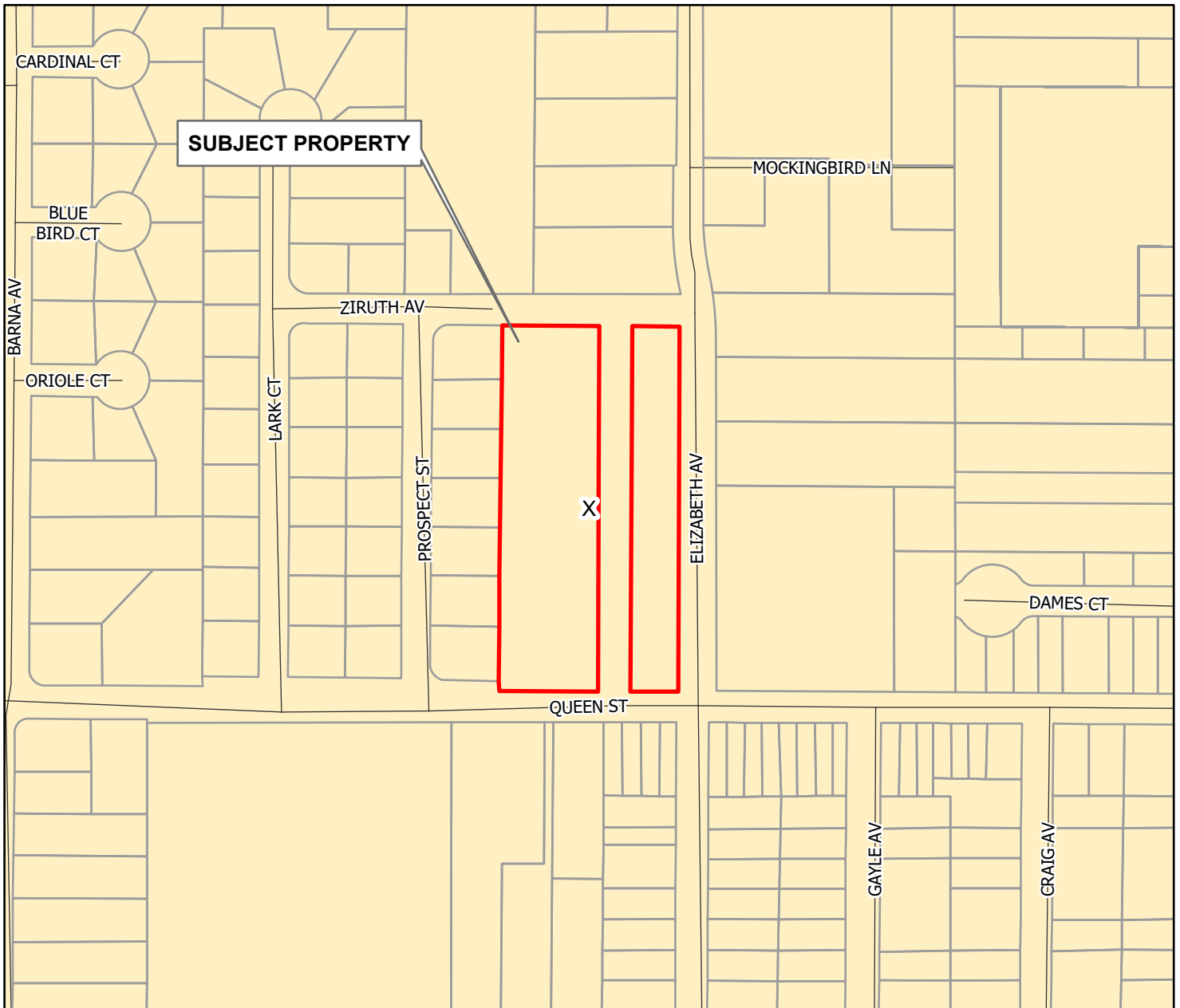


# Aerial 2025 SSA #7-2025









# FEMA FLOOD HAZARD AREAS

## SSA #7-2025

### Special Flood Hazard Area Zones

- A
- A0
- AE
- AO
- VE

### Moderate Flood Hazard Area Zone

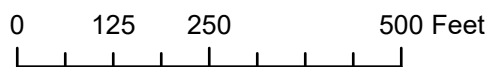
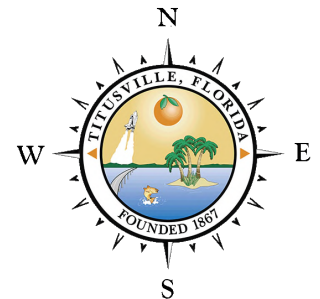
- X5

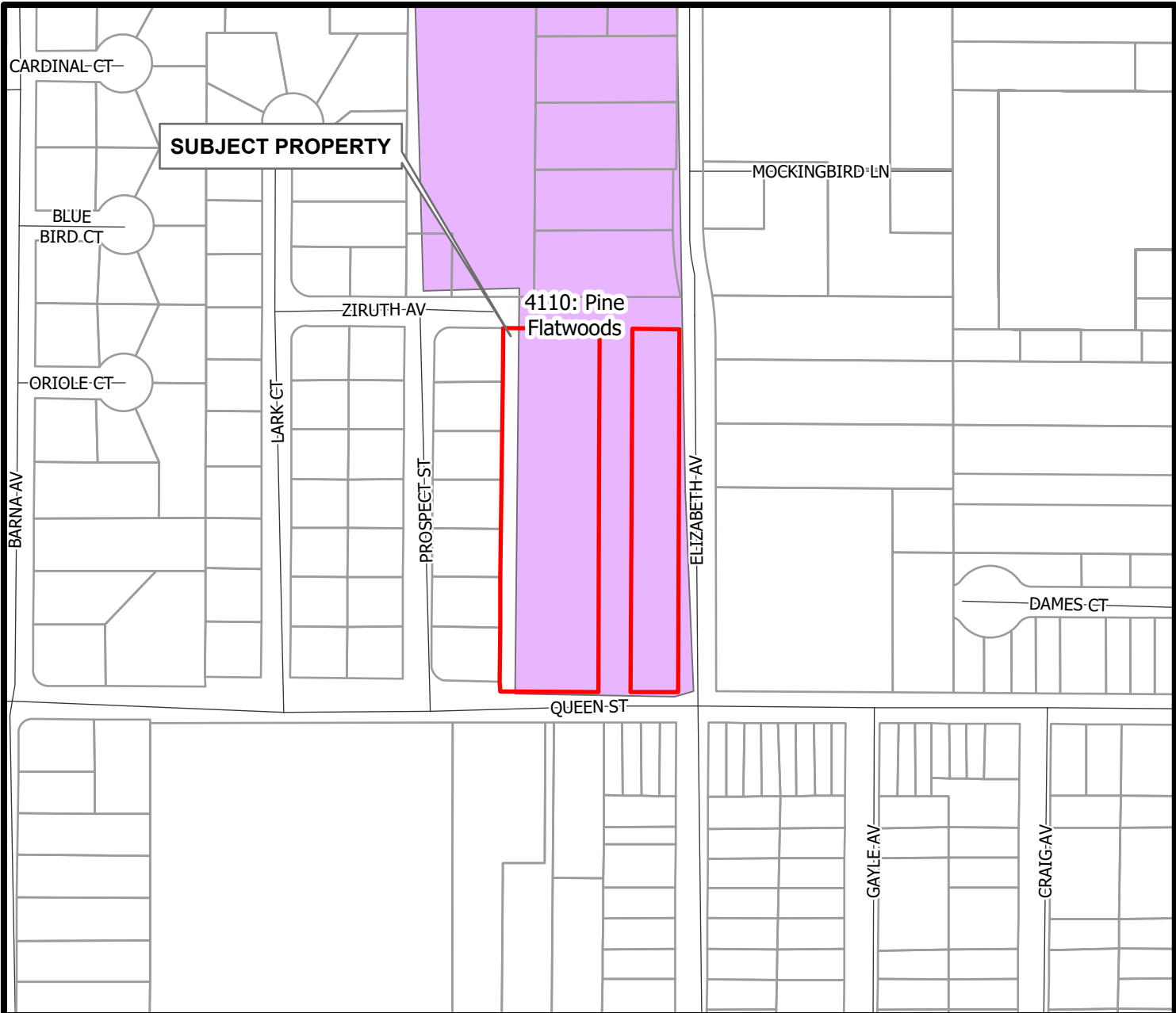
### Minimal Flood Hazard Zones

- C
- X
- X.2 PCT

### Other Flood Zone Areas

- D
- FW





# SJRWMD Florida Land Use Cover Classification System

## Upland Forests - 4000 Series

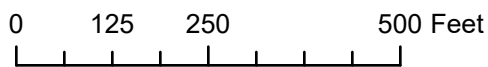
### SSA #7-2025

#### LANDCOVER DESCRIPTION

4110: Pine Flatwoods

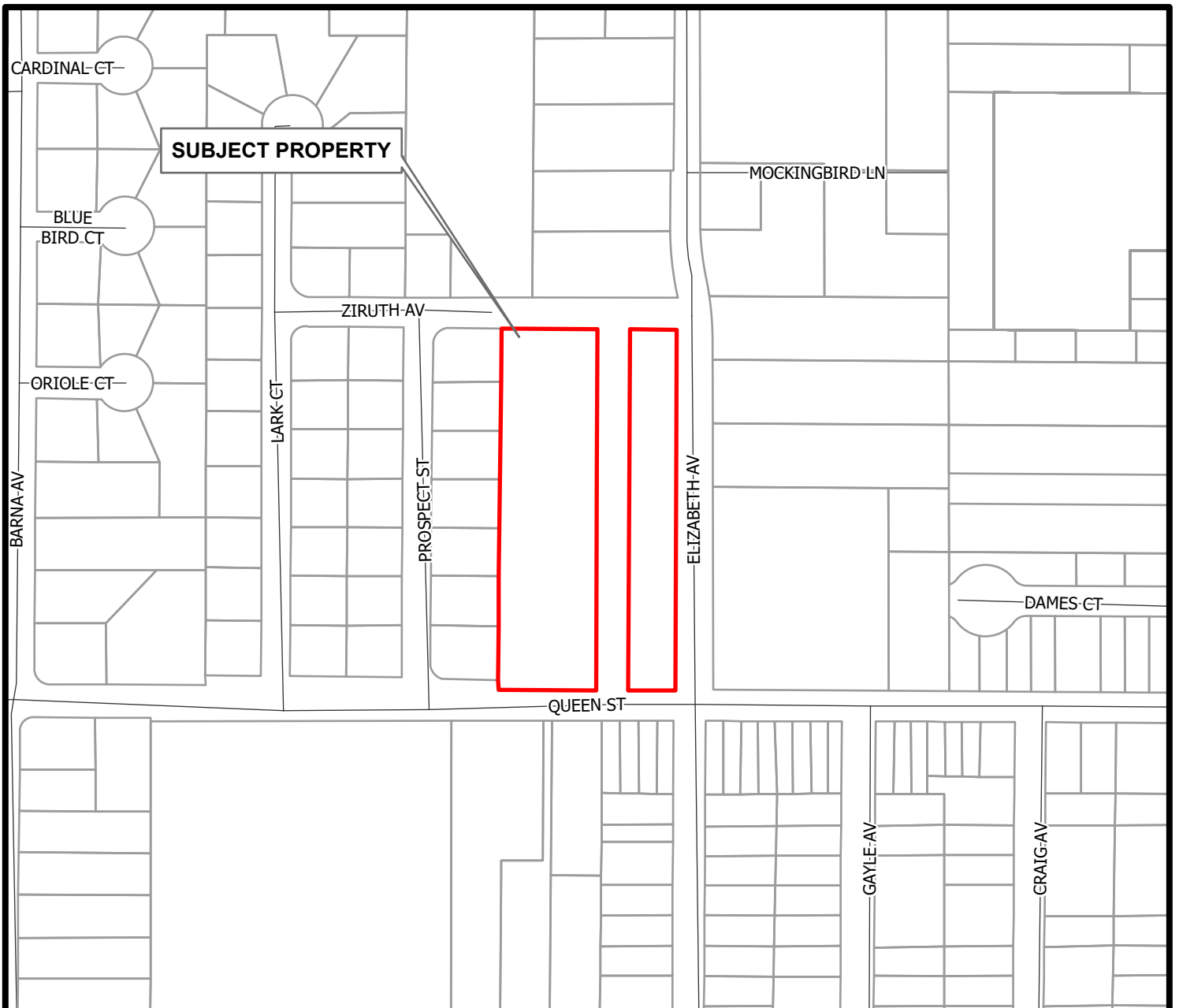


Community Development Department



11/5/2025

This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District



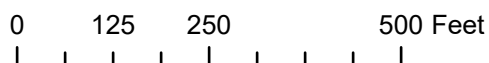
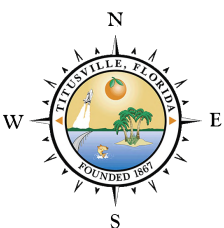
# SJRWMD Florida Land Use Cover Classification System

## Wetlands - 6000 Series

### SSA #7-2025

**Base Map**

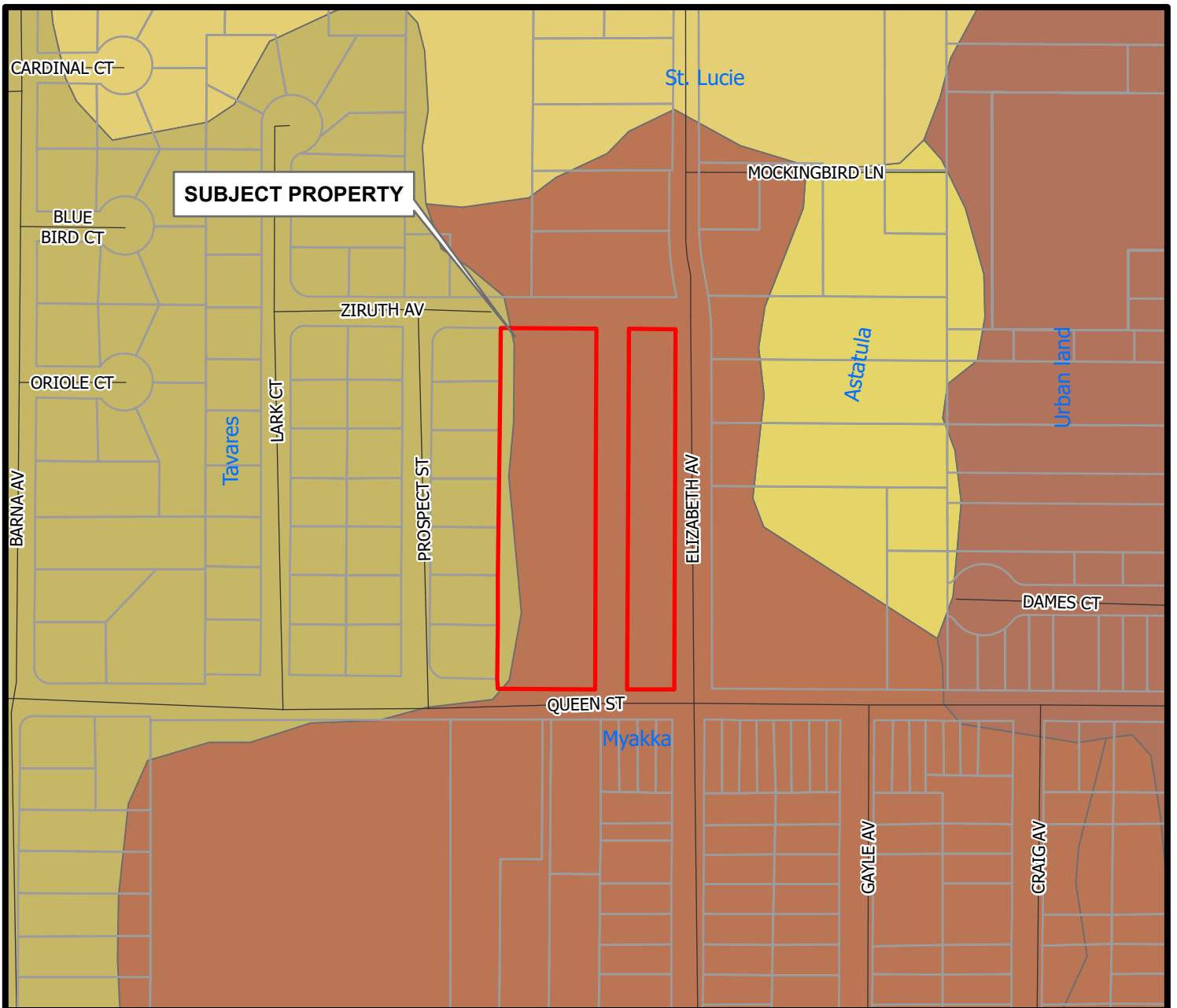
- Parcels
- Subject



Community Development Department

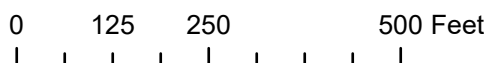
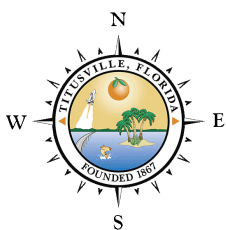
This dataset (2017) is a compilation of the Land Use/Land Cover datasets created by St. John's River Water Management District

11/5/2025



## SOILS IN THE VICINITY OF SUBJECT PROPERTY SSA #7-2025

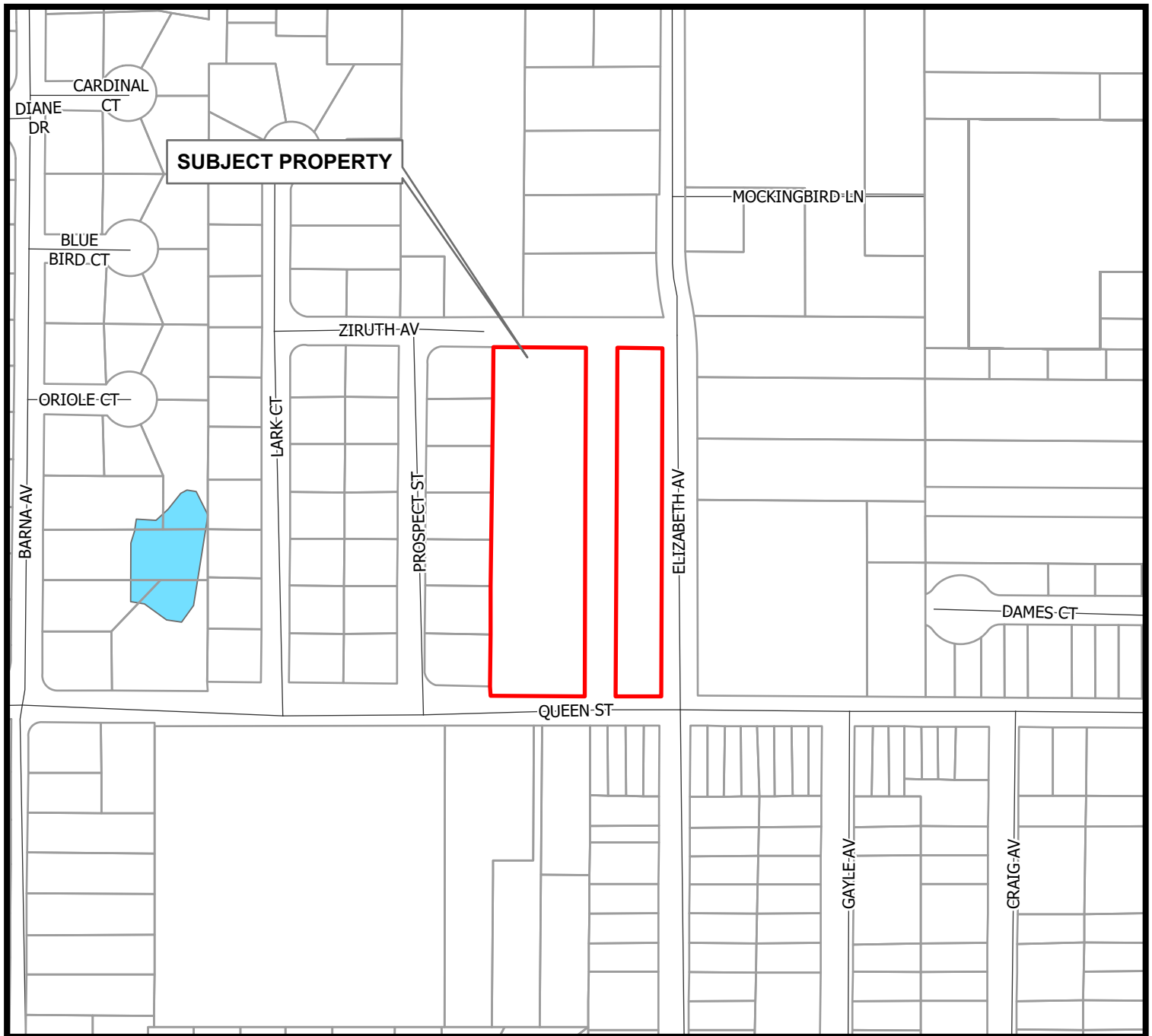
- Astatula
- Myakka
- St. Lucie
- Tavares
- Urban land



Community Development Department

Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2024)

11/5/2025



# WETLANDS IN VICINITY OF PROPERTY

## SSA #7-2025



### WETLAND\_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland

- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

11/5/2025

Scale:1:3,000

Community Development Department  
Source: USFWS NWI (2023)

## City of Titusville Preliminary Concurrency Assessment

<b>Project Name:</b> SSA #7-2025 1400 Elizabeth Ave - Max Build		<b>Date:</b> November 5, 2025	
<b>Project Description:</b> Multifamily			
<b>Residential Density (dwelling units):</b> 54		<b>Non-Residential Intensity (1,000 s.f.):</b>	
<b>Total Water Capacity*</b> 6.010 MGD			
<b>Less Current Demand**</b> 4.757 MGD			
<b>Less Future Commitments (FDEP/Water Supply Allocation permits)</b> 0.789 MGD			
<b>Remaining Capacity***</b> 0.464 MGD			
<b>Estimated Unit Based Water Demand****</b>		54 ERU	0.0135 MGD
<small>*Total Water Capacity permitted flow is 6.01 MGD                  **12 Month Rolling Average                  ***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.                  ****Based on 100 gallons/capita/day or 250 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual                  Water is reserved for this project only upon issuance of a Water Supply Capacity Allocation Permit in accordance with City Code Section 21-50.</small>			

### Wastewater

<b>Total Wastewater Capacity*</b>		6.750 MGD	
<b>Less Current Demand**</b>		4.401 MGD	
<b>Less Future Commitments (FDEP Permits)</b>		0.592 MGD	
<b>Remaining Capacity***</b>		1.745 MGD	
<b>Estimated Unit Based Wastewater Demand****</b>		54 ERU	0.0122 MGD
<small>*Total Wastewater Capacity based on Design capacity of Blue Heron and Osprey Treatment Facilities                  **12 Month Rolling Average                  ***Remaining capacity subject to change without notice - This is neither a commitment nor a reservation of this capacity.                  ****Based on 75 gallons/capita/day or 225 gallons/unit/day in accordance with Section 10 of the City's Concurrency Technical Manual</small>			

### Traffic Circulation

<b>Primary Access</b>			
<b>Street Name:</b> Barna Ave	<b>Adopted LOS:</b> E	<b>Max Capacity:</b>	22,400 ADT
<b>Current Conditions</b>			
<b>Roadway Segment:</b> Harrison St - Park Ave	<b>2024 E+C Count:</b>	5,600 ADT	
	<b>Volume/Count Ratio:</b>	0.25	
<b>Future Conditions</b>			
<b>Roadway Segment:</b>	<b>Existing + New Count:</b>	6,021 ADT	
	<b>Volume/Count Ratio:</b>	0.27	
<b>Secondary Access</b>			
<b>Street Name:</b>	<b>Adopted LOS:</b>	<b>Max Capacity:</b>	- ADT
<b>Current Conditions</b>			
<b>Roadway Segment:</b>	<b>2024 E+C Count:</b>	- ADT	
	<b>Volume/Count Ratio:</b>		
<b>Future Conditions</b>			
<b>Roadway Segment:</b>	<b>Existing + New Count:</b>	ADT	
	<b>Volume/Count Ratio:</b>		
<b>Institute of Transportation Engineers (ITE) Index Number*:</b>		220 Index	
<b>Average Vehicle Trips per Unit on a Weekday:</b>		6.74 ADT	
<b>Total Average Vehicle Trips for this Development on a Weekday:</b>		421 ADT	
<small>* Institute of Transportation Engineers Trip Generation rates or Latest Edition. [Sec. 10.3.1.2 of the Transportation Technical Manual]</small>			

### Recreation/Open Space

<b>City Population:</b> 51,076	<b>Required Recreation/Open Space:</b>	408.61 AC	
<b>Adopted LOS (acres/1,000 population):</b> 8	<b>Current Recreation/Open Space:</b>	566.60 AC	
<b>Existing Available Recreation/Open Space Capacity:</b>		157.99 AC	
<b>Project Population:</b> 120	<b>Required Recreation/Open Space:</b>	0.96 AC	
<b>Remaining Recreation/Open Space Capacity:</b>		157.03 AC	

### Staff Comments

A Traffic Study <u>not</u> required	
<b>Evaluated By:</b> KO, AS, CA	<b>Evaluation Expiration Date:</b> 5/4/2026

# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699  
Dr. Mark J. Rendell, Ed.D., Superintendent



November 19, 2025

Ms. Christie Anderson, AICP  
City of Titusville  
555 S. Washington Ave.  
Titusville, Florida 32781

**RE: Proposed Elizabeth Quadruplex Build Development  
School Impact Analysis –Capacity Determination CD-2025-21**

Dear Ms. Anderson,

We received a *School Facility Planning & Concurrency Application* for the referenced development on November 18, 2025 for the subject property consisting of Tax Account 2204528 (Parcel ID:22-35-09-02-\*7), containing a total of approximately 3.61 acres in the City of Titusville, Brevard County, Florida. A total of 36 multi-family units are planned. The School Impact Analysis of this portion of the proposed development has been undertaken, and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix “A”-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2025-26 to 2029-30 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2024-25 to 2029-30* which is attached for reference.

Students Generated	Student Generation Rates	Calculated Students Generated	Rounded Number of Students Generated
Elementary	0.11	3.96	4
Middle	0.02	0.72	1
High	0.03	1.08	1
<b>Total</b>	<b>0.16</b>		<b>6</b>



# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699  
Dr. Mark J. Rendell, Ed.D., Superintendent



At the October 20, 2025, Capital Outlay Committee (COC) meeting, committee members reviewed and discussed methods to incorporate charter school capacity into the district's school concurrency review process. The COC unanimously approved using the *Brevard*

*Charter Schools From Analysis, Fall Final Membership Count*, which is published in the District's Student Accommodation Plan annually, to determine charter percentages. The Charter School From Analysis is attached for your reference.

The following analysis is performed using the annually published table from the District's *SY2025-2026 Student Accommodation Plan, Section 4, the Brevard Charter Schools: From Analysis, Fall Final Membership Count*, which illustrates the number of students from each traditional school concurrency service area (CSA) (attendance boundary or zone) attending the district's public charter schools and the total percentage of students from each school attendance boundary currently attending charter schools. The percentages shown are the actual percentage of resident public school students attending charter schools from each school CSA. The number of students highlighted in green indicates the number of students expected to attend Charter schools which are subtracted from the projected number of students affecting the BPS traditional schools affected by the development.



# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699  
 Dr. Mark J. Rendell, Ed.D., Superintendent



## FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2025-26 to 2029-30

School		2025-26	2026-27	2027-28	2028-29	2029-30
Apollo	Affected	902	902	902	902	902
Jackson	School	660	660	660	660	660
Titusville	(CSAs)	1,801	1,801	1,801	1,801	1,801

FISH Capacity

### Projected Student Membership

School		2025-26	2026-27	2027-28	2028-29	2029-30
Apollo		579	550	518	494	480
Jackson		465	454	446	434	411
Titusville		1,260	1,206	1,160	1,141	1,104

Projected Number of Students

### Students Generated by Newly Issued SCADL Reservations Since FFP

School		2025-26	2026-27	2027-28	2028-29	2029-30
Apollo		-	-	-	-	-
Jackson		-	-	-	-	-
Titusville		-	-	-	-	-

+ Students expected from previous reservations

### Cumulative Total Public School Students Generated by Proposed Development

School		2025-26	2026-27	2027-28	2028-29	2029-30
Apollo		-	1	3	4	4
Jackson		-	0	0	1	1
Titusville		-	1	1	2	2

+ Total number of students expected to be generated from this development

### Cumulative Public CHARTER School Students Generated by Proposed Development

School	% to Charters	2025-26	2026-27	2027-28	2028-29	2029-30
Apollo	10.3%	-	0	0	0	0
Jackson	11.1%	-	0	0	0	0
Titusville	0.1%	-	0	0	0	0

- % of students leaving each CSA to attend Charter

% of students leaving each CSA to attend Charter Schools

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

School		2025-26	2026-27	2027-28	2028-29	2029-30
Apollo		579	551	521	498	484
Jackson		465	454	446	435	412
Titusville		1,260	1,207	1,161	1,143	1,106

= Total number of students projected to BPS Traditional Schools

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

School		2025-26	2026-27	2027-28	2028-29	2029-30
Apollo		323	351	381	404	418
Jackson		195	206	214	225	248
Titusville		541	594	640	658	695

Capacity - Total (Table 1-Table 6) = Number of available seats

Facilities Services, Planning & Project Management  
 Phone: (321) 633-1000, x11418



# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699  
Dr. Mark J. Rendell, Ed.D., Superintendent



**At this time, Apollo Elementary School, Andrew Jackson School and Titusville High School are projected to have enough capacity for the total of projected and potential students from the Elizabeth Quadruplex Build development.**

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

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

Sincerely,

Karen M. Black, AICP  
Manager – Facilities Planning & Intergovernmental Coordination  
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years 2024-25 to 2029-30*  
*Brevard Public Schools: Brevard Charter Schools: From Analysis, Fall Final Membership Count-October 14, 2024*

Copy:

Susan Hann, P.E., AICP, Assistant Superintendent of Facility Services  
File CD-2025-21

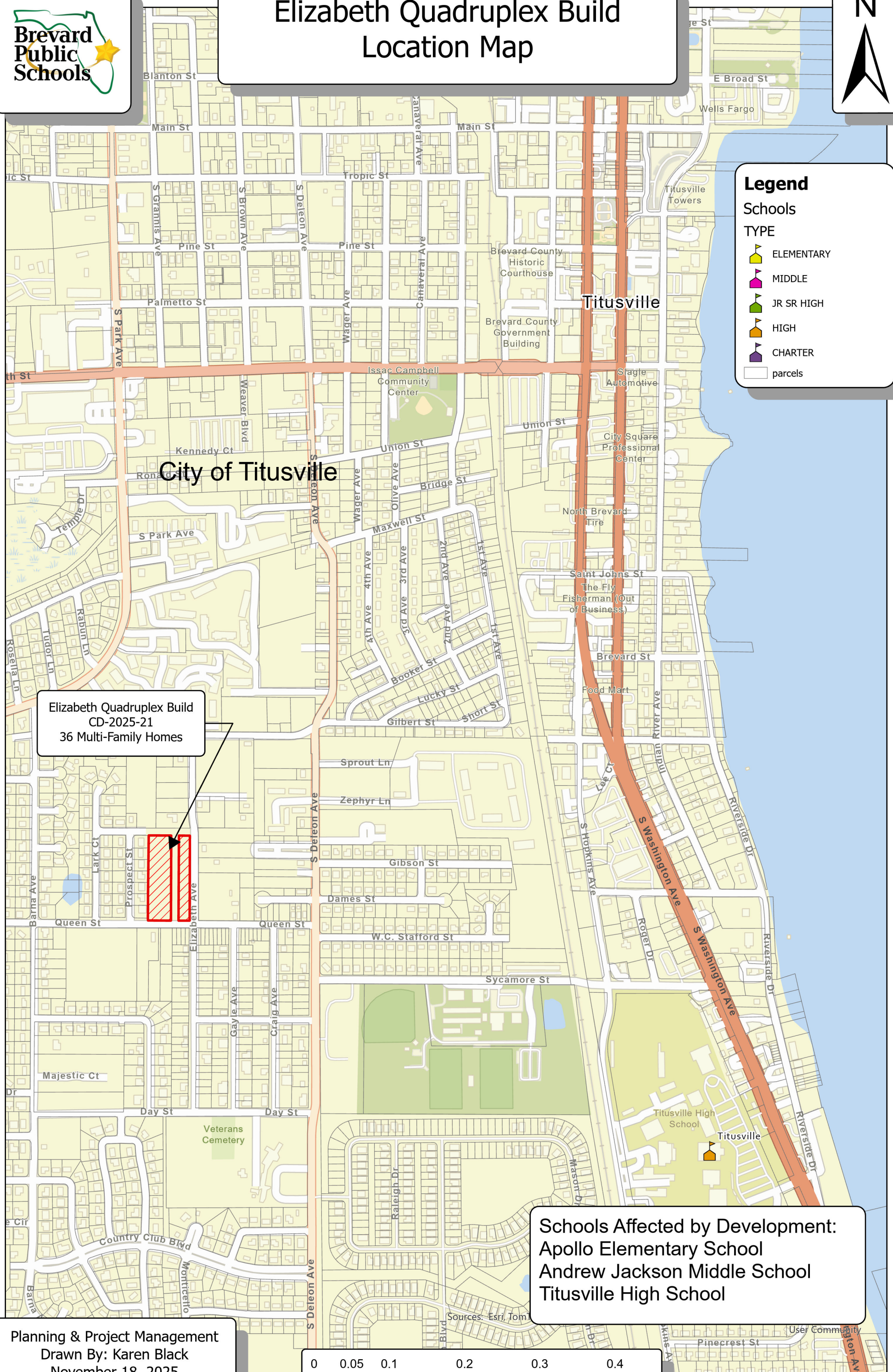
David G. Lindemann, AICP  
Director of Planning & Project Management, Facilities Services  
File CD-2025-21

Facilities Services, Planning & Project Management  
Phone: (321) 633-1000, x11418





# Elizabeth Quadruplex Build Location Map



**Legend**

**Schools**

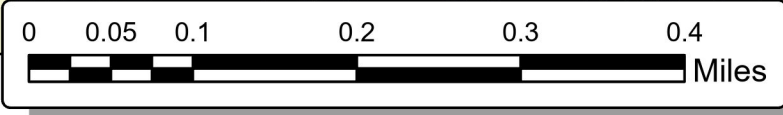
**TYPE**

- ELEMENTARY
- MIDDLE
- JR SR HIGH
- HIGH
- CHARTER
- parcels

Elizabeth Quadruplex Build  
CD-2025-21  
36 Multi-Family Homes

Schools Affected by Development:  
Apollo Elementary School  
Andrew Jackson Middle School  
Titusville High School

Planning & Project Management  
Drawn By: Karen Black  
November 18, 2025



# Brevard County Public Schools

## Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service Data and Analysis for School Years 2024-25 to 2029-30



Summary				2024-25			2025-26			2026-27			2027-28			2028-29			2029-30		
Highest Utilization Elementary Schools:				105%			99%			100%			100%			100%			100%		
Highest Utilization Middle Schools:				83%			100%			99%			97%			97%			99%		
Highest Utilization Jr / Sr High Schools:				81%			80%			80%			77%			75%			75%		
Highest Utilization High Schools:				95%			97%			98%			100%			99%			100%		
School	Type	Grades	Utilization Factor	School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28			School Year 2028-29			School Year 2029-30		
				FISH Capacity	10/14/24 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
<b>Elementary School Concurency Service Areas</b>																					
Allen	Elementary	PK-6	100%	751	620	83%	751	635	85%	751	650	87%	751	680	91%	751	695	93%	751	710	95%
Andersen	Elementary	K-6	100%	757	481	64%	757	457	60%	757	455	60%	757	419	55%	757	401	53%	757	390	52%
Apollo	Elementary	K-6	100%	902	596	66%	902	579	64%	902	550	61%	902	518	57%	902	494	55%	902	480	53%
Atlantis	Elementary	PK-6	100%	739	653	88%	739	632	86%	739	613	83%	739	599	81%	739	590	80%	739	578	78%
Audubon	Elementary	PK-6	100%	761	415	55%	761	420	55%	761	422	55%	761	413	54%	761	398	52%	761	386	51%
Cambridge	Elementary	PK-6	100%	787	477	61%	787	491	62%	787	507	64%	787	538	68%	787	556	71%	787	566	72%
Cape View	Elementary	PK-6	100%	570	273	48%	570	263	46%	570	264	46%	570	279	49%	570	277	49%	570	276	48%
Carroll	Elementary	K-6	100%	751	636	85%	751	624	83%	751	607	81%	751	576	77%	751	546	73%	751	488	65%
Challenger 7	Elementary	PK-6	100%	573	431	75%	573	408	71%	573	393	69%	573	360	63%	573	345	60%	573	346	60%
Columbia	Elementary	PK-6	100%	751	573	76%	751	638	85%	751	682	91%	751	732	97%	795	792	100%	839	836	100%
Coquina	Elementary	K-6	100%	711	465	65%	711	472	66%	711	464	65%	711	474	67%	711	468	66%	711	473	67%
Creel	Elementary	PK-6	100%	1,114	540	48%	1,114	536	48%	1,114	531	48%	1,114	530	48%	1,114	511	46%	1,114	509	46%
Croton	Elementary	PK-6	100%	795	464	58%	795	451	57%	795	470	59%	795	469	59%	795	482	61%	795	488	61%
Discovery	Elementary	PK-6	100%	980	680	69%	980	716	73%	980	752	77%	980	789	81%	980	791	81%	980	809	83%
Endeavour	Elementary	PK-6	100%	968	744	77%	968	751	78%	968	750	77%	968	766	79%	968	729	75%	968	708	73%
Enterprise	Elementary	K-6	100%	729	597	82%	729	585	80%	729	563	77%	729	557	76%	729	557	76%	729	554	76%
Fairglen	Elementary	PK-6	100%	789	466	59%	789	460	58%	789	470	60%	789	464	59%	789	463	59%	789	451	57%
Gemini	Elementary	K-6	100%	711	410	58%	711	401	56%	711	374	53%	711	349	49%	711	332	47%	711	309	43%
Golfview	Elementary	PK-6	100%	777	448	58%	777	474	61%	777	480	62%	777	490	63%	777	500	64%	777	517	67%
Harbor City	Elementary	PK-6	100%	629	390	62%	629	399	63%	629	428	68%	629	452	72%	629	464	74%	629	458	73%
Holland	Elementary	PK-6	100%	605	444	73%	605	416	69%	605	408	67%	605	379	63%	605	364	60%	605	351	58%
Imperial Estates	Elementary	K-6	100%	729	607	83%	729	628	86%	729	607	83%	729	598	82%	729	574	79%	729	562	77%
Indianlantic	Elementary	K-6	100%	798	664	83%	798	646	81%	798	641	80%	798	599	75%	798	606	76%	798	584	73%
Jupiter	Elementary	PK-6	100%	930	856	92%	974	946	97%	1,018	979	96%	1,062	1,048	99%	1,106	1,059	96%	1,150	1,149	100%
Lockmar	Elementary	PK-6	100%	892	573	64%	892	567	64%	892	585	66%	892	586	66%	892	591	66%	892	595	67%
Longleaf	Elementary	PK-6	100%	790	579	73%	790	562	71%	790	549	69%	790	524	66%	790	528	67%	790	535	68%
Manatee	Elementary	K-6	100%	998	910	91%	998	900	90%	998	930	93%	998	941	94%	998	932	93%	998	887	89%
McAuliffe	Elementary	PK-6	100%	838	687	82%	838	705	84%	838	726	87%	838	745	89%	838	765	91%	838	777	93%
Meadowlane Intermediate	Elementary	3-6	100%	1,004	778	77%	1,004	764	76%	1,004	742	74%	1,004	712	71%	1,004	704	70%	1,004	708	71%
Meadowlane Primary	Elementary	K-6	100%	824	604	73%	824	553	67%	824	565	69%	824	596	72%	824	598	73%	824	591	72%
Mila	Elementary	PK-6	100%	707	382	54%	707	384	54%	707	377	53%	707	367	52%	707	329	47%	707	319	45%
Mims	Elementary	PK-6	100%	725	395	54%	725	420	58%	725	442	61%	725	443	61%	725	460	63%	725	476	66%
Oak Park	Elementary	PK-6	100%	968	473	49%	968	472	49%	968	490	51%	968	480	50%	968	482	50%	968	495	51%
Ocean Breeze	Elementary	PK-6	100%	654	499	76%	654	488	75%	654	463	71%	654	448	69%	654	418	64%	654	395	60%
Palm Bay Elem	Elementary	PK-6	100%	983	583	59%	983	585	60%	983	601	61%	983	605	62%	983	591	60%	983	587	60%
Pinewood	Elementary	PK-6	100%	613	501	82%	613	519	85%	613	535	87%	613	537	88%	613	541	88%	613	551	90%
Port Malabar	Elementary	PK-6	100%	852	628	74%	852	662	78%	852	679	80%	852	725	85%	852	797	94%	852	820	96%
Quest	Elementary	PK-6	100%	932	690	74%	932	675	72%	932	674	72%	932	662	71%	932	637	68%	932	630	68%
Riviera	Elementary	PK-6	100%	733	721	98%	777	765	98%	821	814	99%	887	883	100%	931	911	98%	931	900	97%
Roosevelt	Elementary	K-6	100%	599	275	46%	599	295	49%	599	294	49%	599	294	49%	599	305	51%	599	314	52%
Sabal	Elementary	PK-6	100%	785	493	63%	785	495	63%	785	499	64%	785	501	64%	785	476	61%	785	457	58%
Saturn	Elementary	PK-6	100%	998	622	62%	998	634	64%	998	633	63%	998	622	62%	998	600	60%	998	579	58%
Sea Park	Elementary	PK-6	100%	461	308	67%	461	308	67%	461	313	68%	461	310	67%	461	305	66%	461	301	65%
Sherwood	Elementary	PK-6	100%	609	494	81%	609	511	84%	609	520	85%	609	522	86%	609	522	86%	609	532	87%
Sunrise	Elementary	PK-6	100%	957	907	95%	1,001	984	98%	1,045	1,029	98%	1,133	1,120	99%	1,243	1,236	99%	1,353	1,338	99%
Suntree	Elementary	K-6	100%	755	585	77%	755	574	76%	755	555	74%	755	532	70%	755	530	70%	755	536	71%
Surfside	Elementary	K-6	100%	541	404	75%	541	412	76%	541	410	76%	541	392	72%	541	391	72%	541	390	72%
Tropical	Elementary	K-6	100%	910	569	63%	910	550	60%	910	540	59%	910	532	58%	910	498	55%	910	490	54%
Turner	Elementary	PK-6	100%	874	599	69%	874	669	77%	874	768	88%	896	871	97%	1,006	988	98%	1,072	1,065	99%
University Park	Elementary	PK-6	100%	811	529	65%	811	548	68%	811	612	75%	811	647	80%	811	649	80%	811	665	82%
Viera Elem	Elementary	K-6	100%	1,030	885	86%	1,030	960	93%	1,030	979	95%	1,030	997	97%	1,030	1,001	97%	1,030	1,002	97%
Westside	Elementary	K-6	100%	941	984	105%	1,051	1,041	99%	1,117	1,112	100%	1,227	1,208	98%	1,337	1,296	97%	1,425	1,411	99%
Williams	Elementary	PK-6	100%	715	436	61%	715	395	55%	715	387	54%	715	371	52%	715	353	49%	715	329	46%
<b>Elementary Totals</b>				<b>42,106</b>	<b>30,023</b>		<b>42,348</b>	<b>30,425</b>		<b>42,546</b>	<b>30,883</b>		<b>42,876</b>	<b>31,251</b>		<b>43,338</b>	<b>31,428</b>		<b>43,690</b>	<b>31,653</b>	

School	Type	Grades	Utilization Factor	School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28			School Year 2028-29			School Year 2029-30		
				FISH Capacity	10/14/24 Membership	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
<b>Middle School Concurrency Service Areas</b>																					
Central	Middle	7-8	90%	1,514	1,058	70%	1,514	1,063	70%	1,514	1,048	69%	1,514	1,101	73%	1,514	1,161	77%	1,514	1,158	76%
DeLaura	Middle	7-8	90%	960	548	57%	960	440	46%	960	419	44%	960	446	46%	960	430	45%	960	411	43%
Hoover	Middle	7-8	90%	680	473	70%	680	465	68%	680	451	66%	680	480	71%	680	490	72%	680	486	71%
Jackson	Middle	7-8	90%	660	505	77%	660	465	70%	660	454	69%	660	446	68%	660	434	66%	660	411	62%
Jefferson	Middle	7-8	90%	873	479	55%	873	481	55%	873	450	52%	873	437	50%	873	513	59%	873	528	60%
Johnson	Middle	7-8	90%	1,064	577	54%	1,064	602	57%	1,064	633	59%	1,064	682	64%	1,064	718	67%	1,064	696	65%
Kennedy	Middle	7-8	90%	869	449	52%	869	355	41%	869	327	38%	869	362	42%	869	368	42%	869	348	40%
Madison	Middle	7-8	90%	781	446	57%	781	431	55%	781	412	53%	781	463	59%	781	482	62%	781	436	56%
McNair	Middle	7-8	90%	616	262	43%	616	259	42%	616	258	42%	616	282	46%	616	324	53%	616	322	52%
Southwest	Middle	7-8	90%	1,281	1,001	78%	1,281	1,046	82%	1,281	1,073	84%	1,281	1,224	96%	1,439	1,403	97%	1,459	1,448	99%
Stone	Middle	7-8	90%	1,076	556	52%	1,076	523	49%	1,076	584	54%	1,076	612	57%	1,076	651	61%	1,076	786	73%
Viera Middle	Middle	7-8	90%	896	742	83%	896	954	100%	896	943	99%	896	925	97%	896	903	95%	896	898	94%
<b>Middle Totals</b>				<b>11,270</b>	<b>7,096</b>		<b>11,329</b>	<b>7,084</b>		<b>11,329</b>	<b>7,052</b>		<b>11,329</b>	<b>7,460</b>		<b>11,487</b>	<b>7,877</b>		<b>11,507</b>	<b>7,928</b>	
<b>Junior / Senior High School Concurrency Service Areas</b>																					
Cocoa	Jr / Sr High	PK, 7-12	90%	2,085	1,435	69%	2,085	1,371	66%	2,085	1,320	63%	2,085	1,270	61%	2,085	1,306	63%	2,085	1,317	63%
Cocoa Beach	Jr / Sr High	7-12	90%	1,464	1,049	72%	1,464	982	67%	1,464	966	66%	1,464	912	62%	1,464	894	61%	1,464	859	59%
Space Coast	Jr / Sr High	7-12	90%	1,852	1,505	81%	1,852	1,500	81%	1,852	1,482	80%	1,852	1,476	80%	1,852	1,433	77%	1,852	1,382	75%
<b>Jr / Sr High Totals</b>				<b>5,401</b>	<b>3,989</b>		<b>5,401</b>	<b>3,853</b>		<b>5,401</b>	<b>3,768</b>		<b>5,401</b>	<b>3,658</b>		<b>5,401</b>	<b>3,633</b>		<b>5,401</b>	<b>3,558</b>	
<b>Senior High School Concurrency Service Areas</b>																					
Astronaut	High	9-12	95%	1,451	1,054	73%	1,451	1,047	72%	1,451	1,034	71%	1,451	984	68%	1,451	953	66%	1,451	970	67%
Bayside	High	9-12	95%	2,358	2,126	90%	2,358	2,173	92%	2,358	2,304	98%	2,429	2,427	100%	2,572	2,554	99%	2,786	2,784	100%
Eau Gallie	High	PK, 9-12	95%	2,211	1,400	63%	2,211	1,416	64%	2,211	1,429	65%	2,211	1,446	65%	2,211	1,530	69%	2,211	1,588	72%
Heritage	High	9-12	95%	2,314	1,992	86%	2,314	1,969	85%	2,314	1,979	86%	2,314	1,922	83%	2,314	1,923	83%	2,314	1,969	85%
Melbourne	High	9-12	95%	2,370	2,210	93%	2,370	2,202	93%	2,370	2,199	93%	2,370	2,214	93%	2,370	2,218	94%	2,370	2,309	97%
Merritt Island	High	PK, 9-12	95%	1,966	1,445	73%	1,966	1,328	68%	1,966	1,272	65%	1,966	1,231	63%	1,966	1,149	58%	1,966	1,135	58%
Palm Bay	High	PK, 9-12	95%	2,642	1,366	52%	2,642	1,326	50%	2,642	1,307	49%	2,642	1,325	50%	2,642	1,410	53%	2,642	1,435	54%
Rockledge	High	9-12	95%	1,836	1,577	86%	1,836	1,579	86%	1,836	1,592	87%	1,836	1,555	85%	1,836	1,526	83%	1,836	1,560	85%
Satellite	High	PK, 9-12	95%	1,551	1,436	93%	1,551	1,373	89%	1,551	1,317	85%	1,551	1,232	79%	1,551	1,213	78%	1,551	1,178	76%
Titusville	High	9-12	95%	1,801	1,277	71%	1,801	1,260	70%	1,801	1,206	67%	1,801	1,160	64%	1,801	1,141	63%	1,801	1,104	61%
Viera	High	PK, 9-12	95%	2,461	2,333	95%	2,461	2,379	97%	2,461	2,375	97%	2,461	2,422	98%	2,461	2,421	98%	2,461	2,435	99%
<b>High Totals</b>				<b>22,961</b>	<b>18,216</b>		<b>22,961</b>	<b>18,052</b>		<b>22,961</b>	<b>18,014</b>		<b>23,032</b>	<b>17,918</b>		<b>23,175</b>	<b>18,038</b>		<b>23,389</b>	<b>18,467</b>	
<b>Schools of Choice (Not Concurrency Service Areas)</b>																					
Freedom 7	Elementary	K-6	100%	475	408	86%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	481	85%	569	486	85%	569	486	85%	569	486	85%	569	486	85%	569	486	85%
South Lake	Elementary	K-6	100%	639	469	73%	639	496	78%	639	496	78%	639	496	78%	639	496	78%	639	496	78%
West Melbourne	Elementary	K-6	100%	654	605	93%	760	625	82%	760	625	82%	760	625	82%	760	625	82%	760	625	82%
Edgewood	Jr / Sr High	7-12	90%	1,077	940	87%	1,077	945	88%	1,077	945	88%	1,077	945	88%	1,077	945	88%	1,077	945	88%
West Shore	Jr / Sr High	7-12	90%	1,264	947	75%	1,264	945	75%	1,264	945	75%	1,264	945	75%	1,264	945	75%	1,264	945	75%
<b>Schools of Choice</b>				<b>4,678</b>	<b>3,850</b>		<b>4,784</b>	<b>3,911</b>		<b>4,784</b>	<b>3,911</b>		<b>4,784</b>	<b>3,911</b>		<b>4,784</b>	<b>3,911</b>		<b>4,784</b>	<b>3,911</b>	
<b>Brevard Totals</b>				<b>86,416</b>	<b>63,174</b>		<b>86,823</b>	<b>63,325</b>		<b>87,021</b>	<b>63,628</b>		<b>87,422</b>	<b>64,198</b>		<b>88,185</b>	<b>64,887</b>		<b>88,771</b>	<b>65,517</b>	

**Notes**

- FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2024-25 are reported from the FISH database as of November 13, 2024.
- Student Membership is reported from the Fall Final Membership Count (10/14/2024).
- Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
  - Development Projections from Brevard County Local Government Jurisdictions
  - Brevard County School Concurrency Student Generation Multipliers (SGM)
  - Fall Membership student addresses and corresponding concurrency service areas
  - Student Mobility Rates / Cohort Survival Rates
  - Brevard County Birth rates by zip code
- Davis Demographics estimates are then adjusted using the following factors:
  - PK (Pre-Kindergarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
  - Current From/To attendance patterns are assumed to remain constant.
  - Nongeocoded student addresses are assumed to continue in their attendance schools.
  - Charter School Growth.
- In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
- If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
  - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
 For school year 2025-26, a total of 13 intermediate classrooms are projected for Jupiter (2), Riviera (2), Sunrise (2), and Westside (4) Elementary Schools and Viera Middle School (3).  
 For school year 2026-27, a total of 9 intermediate classrooms are projected for Jupiter (2), Riviera (2), Sunrise (2), and Westside (3) Elementary Schools.  
 For school year 2027-28, a total of 15 intermediate classrooms are projected for Jupiter (2), Riviera (3), Sunrise (4), Turner (1) and Westside (5) Elementary Schools and 3 High School relocatable classrooms are proposed for Bayside High School.  
 For school year 2028-29, a total of 29 intermediate classrooms are projected for Columbia (2), Jupiter (2), Riviera (2), Sunrise (5), Turner (5), and Westside (5) Elementary Schools, Southwest Middle School (8) and 6 High School relocatable classrooms are proposed for Bayside High School.  
 For school year 2029-30, a total of 17 intermediate classrooms are projected for Columbia (2), Jupiter (2), Sunrise (5), Turner (3), and Westside (4) Elementary Schools, Southwest Middle School (1) and 9 High School relocatable classrooms are proposed for Bayside.
- A classroom addition is planned to open at West Melbourne School of Science for 2025-26. The factored capacity is adjusted for the proposed 106 student stations.



# BREVARD CHARTER SCHOOLS: FROM ANALYSIS

## Fall Final Membership Count - October 14, 2024

Students' School of Residence		BPS K-12 Student Membership	Number of K-12 Public School Students Residing in District School Boundary	Students' School of Enrollment													Total Charter Students FROM District School Boundary	Percentage of Resident Public School Students Attending Charter Schools											
				Charter Schools																									
				Emma Jewel	Imagine Schools	Odyssey Charter Sch	Odyssey Prep.	Palm Bay Academy	Pineapple Cove	Pineapple Cove at Lockmar	Pineapple Cove at West Melbourne	Pinecrest Academy Space Coast	Riverside Charter	Royal Palm Charter	Sculptor Charter Sch	Viera Charter			W Melbrne Ed Horizon Chrt										
Elementary Schools	Roy Allen	615	806	3	14	2	2		10	10	20	11		3		14	19	108	13.4%										
	Andersen	477	662	1							1	33				142		177	26.7%										
	Apollo	573	702	5								1			65	1		72	10.3%										
	Atlantis	627	653	2												36	6		44	6.7%									
	Audubon	391	520	6	2								1				2		11	2.1%									
	Cambridge	417	453	14	1								2			1	12		30	6.6%									
	Cape View	261	303																-	0.0%									
	Carroll	631	663											4			3	2	9	1.4%									
	Challenger 7	420	495													1	18	9	34	6.9%									
	Columbia	529	990		19	147	86	8	41	36	14					47	1	1	400	40.4%									
	Coquina	426	568	2							1						38	6	51	9.0%									
	Creel	496	772		7	2			1	4	3	4	19		1		24	8	73	9.5%									
	Croton	434	613		6	1				6	3	2	15				18	5	56	9.1%									
	Discovery	631	940		40	53	29	15	20	20	47	3				8		4	2	241	25.6%								
	Endeavour	667	988											3				12		166	16.8%								
	Enterprise	558	479		5												25	3	1	34	7.1%								
	Fairglen	429	692		2						2						22	51		84	12.1%								
	Gemini	409	385								1	2							1	6	1.6%								
	Golfview	409	610		16													79		112	18.4%								
	Harbor City	364	421		8	2			2		3	4	4					6	8	37	8.8%								
	Holland	443	305			1	1											2		4	1.3%								
	Imperial Estates	584	781		2															129	16.5%								
	Indialantic	659	687		1															7	1.0%								
	Jupiter	768	1,367		41	158	54	11	61	66	43	8				26		7	1	476	34.8%								
	Lockmar	541	735		24	30	16	5	36	85	27	2				11		9		245	33.3%								
	Longleaf	547	453							1								28	4	57	12.6%								
	Manatee	909	975		2														1	140	19.2%								
	McAuliffe	645	859		22	39	20	11	50	48	29	5				9		1	3	237	27.6%								
	Meadowlane Primary	564	709		27	4	1	4	13	28	66	4				1		2	11	161	22.7%								
	Meadowlane Intermediate	778	1,059		27	17	2	6	24	28	110	1				2		6	21	244	23.0%								
	Mila	349	485		11		1													8	4.9%								
	Mims	347	501		2															23	5.0%								
	Oak Park	438	690		1															52	8.3%								
	Ocean Breeze	493	521				1													1	2	0.4%							
	Palm Bay Elem	500	727			29	23	15	55	10	14	10				15				1	4	182	25.0%						
	Pinewood	462	478																	1	20	21	4.4%						
	Port Malabar	590	758		24	46	35	14	28	28	22									31	2	230	30.3%						
	Quest	665	1,061		1	1					1										205	307	28.9%						
	Riviera	643	1,056		112	36	16	41	29	31	26	3								3	7	313	29.6%						
	Roosevelt	273	311																		6	7	2.3%						
	Sabal	463	684		13	1				8	1	18	6							2	32	11	92	13.5%					
	Saturn	535	820		57																16	3	53	13.0%					
	Sea Park	289	293																		4	5	9	3.1%					
	Sherwood	415	449		4					2	2	3	19								35	1	66	14.7%					
	Sunrise	882	1,102		10	75	40	11	43	26	14										19	1	1	241	21.9%				
	Suntree	580	646		3																26		41	70	10.8%				
Surfside	402	385																		3	1		4	1.0%					
Tropical	559	657		4	1															2		20	27	4.1%					
Turner	540	1,017		22	159	52	17	52	52	22	7									24	2	1	410	40.3%					
University Park	436	913		2	140	7	5	48	12	15	32	3								9		5	16	294	32.2%				
Viera Elem	884	946								1	2	86										119	2	210	22.2%				
Westside	940	1,524		15	184	87	9	94	86	36	3									33		1		548	36.0%				
Williams	407	429							1													68		90	21.0%				
Non Geo-Located			30		2	5	1	1	1	3	3									1	3			20					
Total Number of K-6 Elementary Students Attending School		28,294	37,128	294	615	994	462	260	547	593	563	526	-	257	431	1,192	137	6,871	18.5%										
Middle Schools	Central	1,058	1,527		14	92		9	62	50	102	7	22	13		7								378	24.8%				
	DeLaura	548	505						2		1	2												2	7	1.4%			
	Hoover	473	538		2	2				1	1	1	1	3		3								65	2	68	11.1%		
	Jackson	505	612		1																				2	9	1.4%		
	Jefferson	479	658		3	1																			2	9	1.4%		
	Johnson	577	789			1	3			1	10	20	3												38	81	10.3%		
	Kennedy	449	420		2																				1	42	64	15.2%	
	Madison	446	513																						27	2	29	5.7%	
	McNair	262	301		15																				1	23	45	15.0%	
	Southwest	1,001	1,580		5	284			45	84	53	26	2	3	42		2								2	546	34.6%		
Stone	556	914		1	26	85		53	22	26	29			16	24									3	285	31.2%			
Viera Middle	742	1,228						1																	189	255	20.8%		
Jr/Sr High	Cocoa	1,422	1,972		18																				6	20	47	2.4%	
	Cocoa Beach	1,049	766																							3	3	0.4%	
High Schools	Space Coast	1,505	1,422		5	1																			23	2	3	2.3%	
	Astronaut	1,054	1,080																									-	0.0%
	Bayside	2,126	2,674			229				141		21															34	425	15.9%
	Eau Gallie	1,400	1,585			5				7		4															20	36	2.3%
	Heritage	1,992	2,046			89					88		17														34	228	11.1%
	Melbourne	2,210	2,468			11					41		24														39	115	4.7%
	Merritt Island	1,429	1,620																										



---

## Community Meeting Report

Gold Coast Developers of Florida, LLC, invited interested community members to a courtesy meeting regarding our proposed real estate development located at 1400 Elizabeth Avenue, Titusville, Florida, Parcel ID: 22-35-09-02-\*7. Where we discussed design plans for our following applications with the City Building Department under PZ25-0196, PZ25-0187, & PZ25-0205

- Small Scale Amendment Application (SSA)
- Rezoning (REZ)
- Right-of-Way Vacation (ROW)

### Meeting Details:

Date: Wednesday, July 23, 2025

Time: 9:00 AM

Location: North Brevard Senior Center, 909 Lane Avenue, Titusville, FL 32870

Summary: No members of the community were in attendance. We started promptly at 9:00 AM and completed our meeting at 10:00 AM.

Sincerely,

Jeremiah Ofori  
Sr. Project Manager  
Gold Coast Developers of Florida LLC

---

A handwritten signature in black ink, appearing to read "Jeremiah Ofori".



**City of Titusville**  
"Gateway to Nature and Space"

REPORT

**To:** Members of the Planning and Zoning Commission  
**From:** Bradley Parrish, Community Development Director  
**Subject:** **Christian Court Townhomes - Preliminary Plat**  
**Department/Office:** Community Development

**Recommended Action:**

Approve the Preliminary Plat for Christian Court Townhomes

**Summary Explanation & Background:**

Christian Court Townhomes, formerly known as Mercedes Townhomes, is a proposed townhome subdivision on approximately 7 acres located north of Garden Street, behind McDonald's and the O'Reilly Auto Parts store.

On January 10, 2006, City Council approved a Final Plat (Mercedes Townhomes) for 72 townhome lots on the subject property; however, the Final Plat was not recorded, and the approval subsequently became null and void. The former property developer completed certain site improvements, including installation of utilities and construction of internal roadways, which remain in place today. These existing improvements will be tested and inspected as part of future site development and townhome construction to ensure compliance with current standards.

The preliminary plat is consistent with the comprehensive plan and preliminary plat requirements described in Chapter 34, Article III, Division 5 "Plat" of the Code.

Staff reviewed the preliminary plat for consistency with the comprehensive plan and land development regulations and recommends approval.

**Alternatives:**

1. Recommend approval of the preliminary plat.
2. Recommend approval of the preliminary plat with conditions.
3. Do not recommend approval of the preliminary plat.

**Item Budgeted:**

**Source/Use of Funds/Budget Book Page:**

**Strategic Plan:**

**Strategic Plan Impact:**

**ATTACHMENTS:**

1. COVER
2. PRELIMINARY PLAT

**DEVELOPMENT TEAM INFORMATION:**

**APPLICANT**  
 NAME: JOHN MORRIS  
 ADDRESS:  
 EMAIL: NJMORRISHOLDINGS@GMAIL.COM

**CIVIL ENGINEER / LANDSCAPE**  
 NAME: KIM FISCHER  
 COMPANY: CYCORP ENGINEERING, INC  
 ADDRESS:  
 1614 WHITE DOVE DRIVE  
 WINTER SPRINGS, FL 32708  
 PHONE: (407)405-7819  
 EMAIL: KIM@CYCORPENGINERS.COM

# CHRISTIAN COURT TOWNHOMES

PARCEL ID 21-35-32-64-\*5

## EXISTING CONDITIONS FROM PREVIOUS CONSTRUCTION PLUS LANDSCAPING

**OTHER CONTACTS:**

**CITY OF TITUSVILLE**  
 COMM. DEV., MANDY LAMONTHE  
 ADDRESS: 555 S. WASHINGTON AVE  
 TITUSVILLE, FL. 32796  
 PHONE: (321) 567-3757  
 MANDY.LAMONTHE@TITUSVILL.COM

**CITY OF TITUSVILLE**  
 UTIL. ENG. AHSLEIGH SMITH  
 ADDRESS: 2836 GARDEN STREET  
 TITUSVILLE, FL. 32796  
 PHONE: (321) 567-3869  
 AHSLEIGH.SMITH@TITUSVILLE.COM

**FLORIDA POWER & LIGHT**  
 ADDRESS: 9001 ELLIS ROAD  
 MELBOURNE, FL 32904  
 NAME: PHILIP DOHMLO, CONST PM  
 PHONE: (321) 383-7268

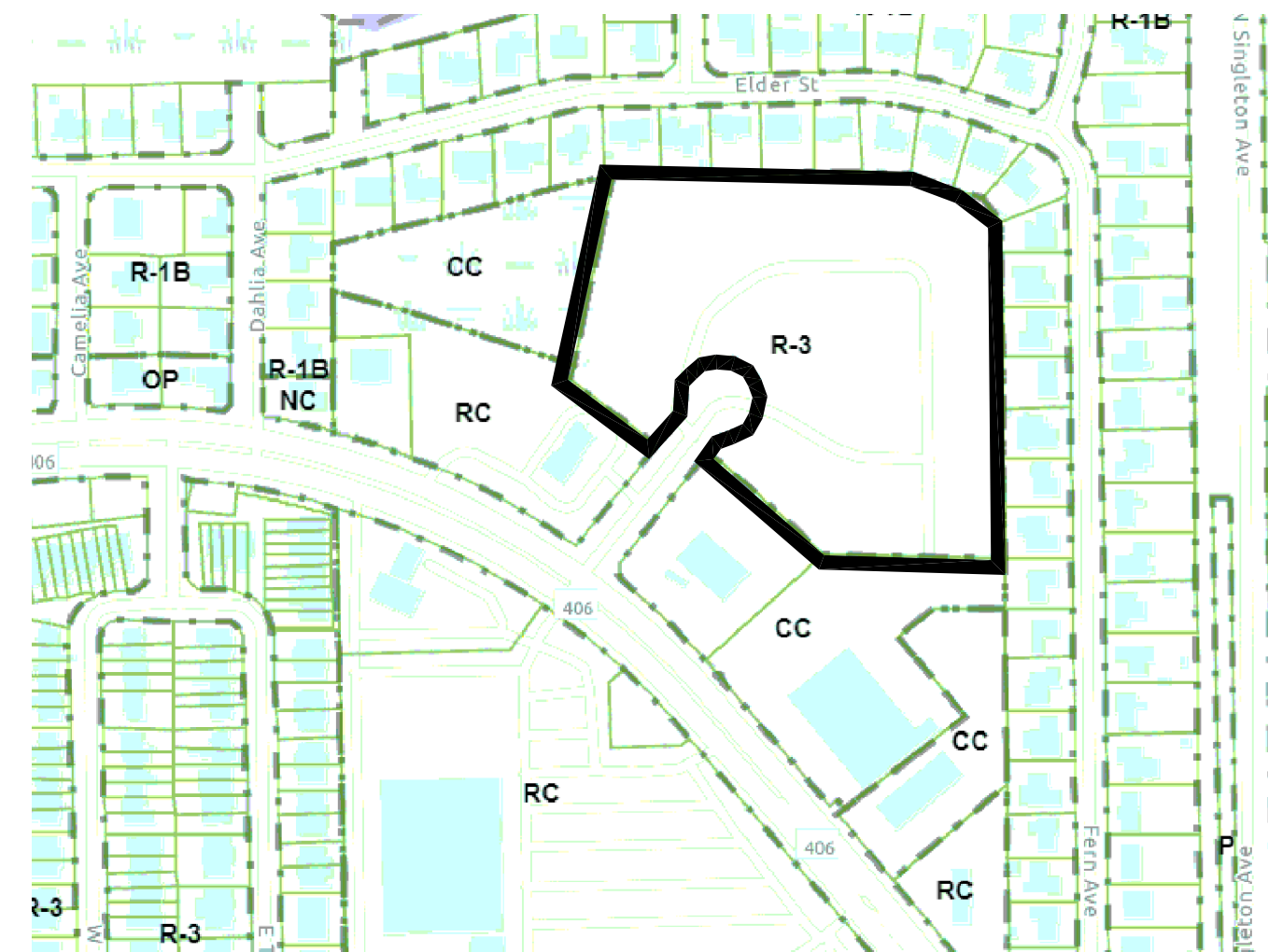
**BRIGHTHOUSE (CABLE)**  
 SPECTRUM  
 ADDRESS: 720 MAGNOLIA AVE  
 MELBOURNE, FL 32935

**NAME: ROBERT WALTON**  
 PHONE: (321) 254-3300

**AT&T (PHONE)**  
 ADDRESS: 712 FLORIDA AVENUE  
 COCOA, FL 32922  
 NAME: MARK LACASTRO, DIR-PROV  
 PHONE: (321) 690-2067

**CITY GAS**  
 NUI CTY GAS COMPANY  
 ADDRESS: 4180 SOUTH US. 1  
 ROCKLEDGE, FL 32955

**NAME: JERROLD PIERCE**  
 PHONE: (321) 636-4644



**VICINITY MAP**  
1"=300'



**FEMA MAP**  
1"=300'

City of Titusville Preliminary Concurrency Assessment			
Project Name:	Christian Court Condominiums	Date:	September 24, 2024
Project Description:	Multifamily: 14 buildings, 72 units		
Residential Density (dwelling units):	72	Non-Residential Intensity (1,000 s.f.):	
Total Water Capacity*	8,010 MGD	Less Current Demand**	4,530 MGD
Less Future Commitments (FDEP/Water Supply Allocation permits)	0,789 MGD	Remaining Capacity	0,691 MGD
Estimated Unit Based Water Demand***	72.00	Estimated Unit Based Wastewater Demand****	0.0216 MGD
<b>Wastewater</b>			
Total Wastewater Capacity*	8,750 MGD	Less Current Demand**	4,155 MGD
Less Future Commitments (FDEP Permits)	0,582 MGD	Remaining Capacity	2,003 MGD
Estimated Unit Based Wastewater Demand****	72.00	Estimated Unit Based Wastewater Demand****	0.0162 MGD
<b>Traffic Circulation</b>			
<b>Primary Access</b>			
Street Name:	SR 466 (GARDEN ST.)	Adopted LOS:	E Max Capacity: 41,790 ADT
Roadway Segment:	I-95 - SINGLETON AVE.	Current Conditions	2023 E+C Count: 15,230 ADT Volume/Count Ratio: 0.36
Roadway Segment:		Future Conditions	Existing + New Count: 15,757 ADT Volume/Count Ratio: 0.38
<b>Secondary Access</b>			
Street Name:		Adopted LOS:	Max Capacity: ADT
Roadway Segment:		Current Conditions	2021 E+C Count: ADT Volume/Count Ratio: ADT
Roadway Segment:		Future Conditions	Existing + New Count: ADT Volume/Count Ratio: ADT
Institute of Transportation Engineers (ITE) Index Number:	230 (Index)	Average Vehicle Trips per Unit on a Weekday:	8.74 ADT
Total Average Vehicle Trips for this Development on a Weekday:	537 ADT		
<b>Recreation/Open Space</b>			
City Population:	50,200	Required Recreation/Open Space:	401.60 AC
Adopted LOS (per 1,000 population):	8	Current Recreation/Open Space:	566.60 AC
Project Population:	161	Existing Available Recreation/Open Space Capacity:	165.00 AC
		Required Recreation/Open Space:	1.38 AC
		Remaining Recreation/Open Space Capacity:	163.72 AC
<b>Staff Comments</b>			
Traffic Study is required			
Evaluated By:	KB, ACS, TA	Evaluation Expiration Date:	3/23/2025

**CONCURRENCY**



**SOILS MAP**  
1"=300'

**SITE INFORMATION:**  
LOCATED IN THE AREA OF CRITICAL CONCERN

TOTAL PROJECT AREA:	309,795 S.F.	7.11 ACRES
BUILDINGS:	79,704 S.F.	25.7%
ROADWAY:	30,640 S.F.	9.9%
SIDEWALKS:	3,132 S.F.	10.1%
DRIVEWAY:	16,560 S.F.	5.3%
POTENTIAL PATIOS:	3,600 S.F.	1.2%
A/C PADS:	648 S.F.	0.2%
STORMWATER:	46,198 S.F.	14.9%
WETLANDS:	0 S.F.	0%
PERVIOUS:	129,313 S.F.	41.7%
TOTAL:	309,795 S.F.	100.00%

IMPERVIOUS SURFACE AREA		ALLOWABLE = 3.585 AC
IMPERVIOUS:	134,284 S.F.	43.3% (3.1 ACRES)
PERVIOUS:	175,511 S.F.	56.7%
TOTAL:	309,795 S.F.	100.00%

<b>BUILDING INFORMATION (FOR BUILDING NOT UNITS):</b>		
NO. OF BUILDINGS:	14	
NO. OF FLOORS:	2	
1ST FLOOR AREA (S.F.):	3200 sf min. (4 UNITS)	
2ND FLOOR AREA (S.F.):	1600 sf min. (4 UNITS)	
BUILDING COVERAGE (MAX):	62% PER VARIANCE	
BUILDING CONSTRUCTION:	BLOCK/WOOD	
MAX. BUILDING HEIGHT (FT.):	REQUIRED 35' PROPOSED 25'	
* AIRPORT HEIGHT OBSTRUCTION ZONE (FT): MAXIMUM 25'		

<b>ZONING INFORMATION:</b>		
FIRM DESIGNATION:	HIGHT DENSITY RESOLUTION (HDR)	
CURRENT ZONING:	MULTIFAMILY HIGH DENSITY RESIDENTIAL (R-3)	
	REQUIRED	PROPOSED
DENSITY (UNITS/ACRE):	15	11.67
*MINIMUM LOTS SIZE (SF)	2,000	1,834*
*VARIANCE #14-2025		
MINIMUM FLOOR AREA (D.U.):		
1 BEDROOM	600	NA
2 BEDROOM	700	NA
3 BEDROOM	800	NA
3 BEDROOM	900 SF	1200 SF
SETBACK REQUIREMENTS PERMETER:		
FRONT YARD (FT):	25'	25'
SIDE YARD (FT):	10'	10'
SIDE CORNER (FT):	20'	20'
REAR YARD (FT):	25'	25'

<b>FLOOD INFORMATION:</b>		
FIRM MAP PANEL:	12009C0205H	
FLOOD ZONE:	X/AE	
100 YR FLOOD ELEVATION:	20.7	
AREA 100 YR FLOOD EL (S.F.):	1.0 ACRES	
AREA IMPACTED 100 YR FLOOD EL (S.F.):	NA	
COMPENSATORY STORAGE (C.F.):	REQUIRED: NA PROVIDED: NA	

<b>PARKING REQUIREMENTS:</b>		
PROPOSED	REQUIRED	
2 SPACES/ UNIT	2 SPACES /UNIT	

<b>COMP PLAN AMENDMENTS:</b>		
SSA#19-2003	P & Z APPROVAL DATE:	10/08/2003
ORDINANCE #69-2003	COUNCIL APPROVAL DATE:	10/28/2003
CONDITIONS: DENSITY CAP OF 10 UNITS PER ACRE		

<b>REZONING:</b>		
ORDINANCE #69-2003	P & Z APPROVAL DATE:	10/08/2003
ORDINANCE #69-2003	COUNCIL APPROVAL DATE:	10/28/2003

<b>CONDITIONAL USE:</b>		
XX/XX/20XX	P & Z APPROVAL DATE:	XX/XX/20XX
XX/XX/20XX	COUNCIL APPROVAL DATE:	XX/XX/20XX

<b>DEVELOPMENT ORDER:</b>		
XX/XX/20XX	P & Z APPROVAL DATE:	XX/XX/20XX
XX/XX/20XX	COUNCIL APPROVAL DATE:	XX/XX/20XX

<b>VARIANCE:</b>		
VARIANCE 20-1997	TO ALLOW FOR SIZE IMPERVIOUS AREA	
EQUALING 3.84 ACRES	BAI APPROVAL DATE:	06/25/1997
SECTION OF CODE VARIANCED: SEC 35-61(a)(5)		

**SPECIAL CONDITIONS:**

CONDITION 1: THE MAXIMUM PERMITTED IMPERVIOUS AREA FOR BASIN TWO (2) (NOT INCLUDING THE 2 ACRE RETENTION AREA ALONG THE WEST SIDE OF THE SITE BEHIND MCDONALD'S RESTAURANT) IS NOT TO HAVE ANY DEVELOPMENT/IMPERVIOUS AREA AT ALL. THIS AREA IS TO BE FOR STORMWATER RETENTION ONLY. TOTAL SITE (14.69 ACRES) SHALL BE REQUIRED TO MEET THE CODE REQUIRED FORTY (40%) PERCENT MAXIMUM IMPERVIOUS COVERAGE PER LDR SECTION 35.61 (a).

AREA OF BASIN TWO: 6.68 ACRES

AREA OF LOW RETENTION AREA: 7.68 (MAX 20% IMP 3.84 ACRES)

CONDITION 2: AT THE TIME OF DEVELOPMENT (I.E. DURING THE SITE PLAN REVIEW PROCESS FOR THIS SITE), ALL GREEN/PERVIOUS AREAS SHALL BE SWAIRED AND GRASSED IN A MANNER TO MAXIMIZE RETENTION OF THE STORMWATER TO THE AQUIFER.

CONDITION 3: APPLICANT SHALL PROVIDE THE STORMWATER MANAGEMENT CALCULATIONS FOR THE CITY OF TITUSVILLE AND APPROVAL. THESE CALCULATIONS SHALL MEET CITY OF TITUSVILLE'S REQUIREMENTS AND SHALL ALSO INCLUDE THE FOLLOWING:

(1) STORMWATER CALCULATIONS MUST INCLUDE THE 10 YEAR/24 HOUR STORM EVENT PRE AND POST DEVELOPMENT

(2) STORMWATER RETENTION VOLUME FOR A MINIMUM 2 INCH VOLUME RUN-OFF OVER THE SITE IS PROVIDED

CONDITION 4: THE SITE'S STORMWATER MANAGEMENT SYSTEM SHALL RETAIN A MINIMUM 2" VOLUME RUNOFF OVER THE ENTIRE SITE AT AN ELEVATION NOT UNDER THE TWENTY (20) FOOT CONTOUR.

CONDITION 5: THE CITY RESERVES THE RIGHT TO REVISE THESE CONDITIONS AND TO REQUEST ADDITIONAL CONDITIONS IF ADDITIONAL VARIANCES ARE SUBMITTED THAT WILL HAVE A NEGATIVE IMPACT ON THE AQUIFER RECHARGE ABILITY OF THIS SITE.

THIS SPACE RESERVED FOR USE BY THE CITY OF TITUSVILLE

PROJECT NUMBER: \_\_\_\_\_

APPROVAL SIGNATURES \_\_\_\_\_ DATE \_\_\_\_\_

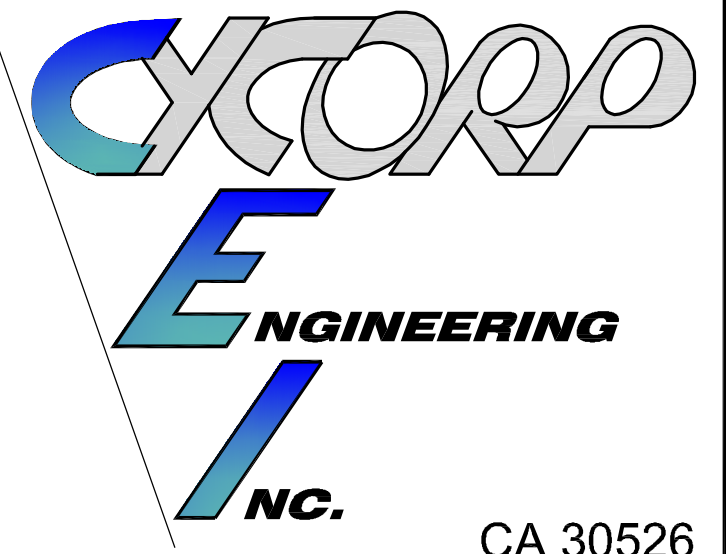
ENGINEERING: \_\_\_\_\_

PLANNING: \_\_\_\_\_

FIRE DEPT: \_\_\_\_\_

UTILITIES: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_



**CIVIL ENGINEERS  
LAND PLANNERS**

1614 White Dove Drive  
 Winter Springs, Florida 32708  
 Tel: (407) 405-7819

KIM@CYCORPENGINERS.COM

CHRISTIAN CT  
TOWNHOMES

CONSTRUCTION  
PLANS

TITUSVILLE

REVISIONS			
Description	Date	By	
1 CHANGE CONDO TO TOWNHOME		KF	
add'l variances			
CHANGE OF AREA	10/28/25		

COVER  
SHEET

Date: APRIL 2024

Scale: 40 SCALE

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIM FISCHER, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

12/10/2025  
 K. FISCHER, P.E.# 56942  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

Sheet Number: 1

# PRELIMINARY PLAT: CHRISTIAN COURT TOWNHOMES

A REPLAT OF PART OF LOT 5 OF GARDEN STREET ASSOCIATES SUBDIVISION,  
AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA,  
LYING IN THE SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

## LEGAL DESCRIPTION

PART OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, GARDEN STREET ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; RUN NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 240.71 FEET ON A CURVE CONCAVE TO THE SOUTHWEST, HOLDING A CHORD BEARING & DISTANCE OF N47°43'28"W & 240.45 FEET, A RADIUS OF 1506.23 FEET, AND A CENTRAL ANGLE OF 9°09'23" TO A POINT ON THE EASTERLY LINE OF CHRISTIAN COURT; THENCE DEPARTING SAID NORTHERLY LINE OF LOT 1, RUN N37°35'43"E ALONG SAID EASTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 24.45 FEET; THENCE RUN NORTHEASTERLY ALONG SAID EASTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 19.68 FEET ON A CURVE CONCAVE TO THE SOUTHEAST, HOLDING A CHORD BEARING & DISTANCE OF N60°08'41"E & 19.17 FEET, A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 45°05'57" TO A POINT ON THE CHRISTIAN COURT CUL-DE-SAC LOOP; THENCE DEPARTING SAID EASTERLY LINE OF CHRISTIAN COURT, RUN NORTHWESTERLY ALONG SAID CHRISTIAN COURT CUL-DE-SAC LOOP A DISTANCE OF 282.95 FEET ON A CURVE CONCAVE TO THE SOUTHWEST, HOLDING A CHORD BEARING & DISTANCE OF N52°24'17"W & 84.71 FEET, A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 27°01'52" TO A POINT ON THE WESTERLY LINE OF SAID CHRISTIAN COURT; THENCE DEPARTING SAID CUL-DE-SAC LOOP, RUN SOUTHWESTERLY ALONG SAID WESTERLY LINE OF CHRISTIAN COURT A DISTANCE OF 19.68 FEET ON A CURVE CONCAVE TO THE NORTHWEST, HOLDING A CHORD BEARING & DISTANCE OF 51°52'45"W & 19.17 FEET, A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 45°05'57"; THENCE RUN S37°35'43"W ALONG SAID WESTERLY LINE OF CHRISTIAN COURT, A DISTANCE OF 59.79 FEET TO A POINT ON THE NORTHERLY LINE OF THE REMINDER OF TRACT A, McDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 39, PAGES 100 & 101, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF CHRISTIAN COURT, RUN N52°24'17"W ALONG THE NORTHERLY LINE OF SAID REMINDER OF TRACT A OF McDONALDS SUBDIVISION, A DISTANCE OF 155.55 FEET; THENCE RUN N17°34'10"E, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF TRACT A, GARDEN ASSOCIATES SUBDIVISION REPLAT, AS RECORDED IN PLAT BOOK 44, PAGE 8, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID REMINDER OF TRACT A OF McDONALDS SUBDIVISION, RUN N08°42'32"E ALONG SAID TRACT A OF GARDEN ASSOCIATES, A DISTANCE OF 314.31 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 99, GARDENDALE UNIT FOUR, AS RECORDED IN PLAT BOOK 15, PAGE 150, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID TRACT A OF GARDEN ASSOCIATES, RUN N89°24'08"E ALONG THE SOUTHERLY LINE OF SAID LOT 99 THROUGH LOT 95 OF SAID GARDENDALE UNIT FOUR, A DISTANCE OF 380.00 FEET TO THE SOUTHEAST CORNER OF LOT 95, ALSO BEING THE SOUTHWEST CORNER OF LOT 94; THENCE RUN S87°19'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 94, A DISTANCE OF 73.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 94, ALSO BEING THE SOUTHWEST CORNER OF LOT 93; THENCE RUN S71°04'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 93 AND LOT 92, A DISTANCE OF 120.00 FEET TO THE SOUTHEAST CORNER OF LOT SAID 92, ALSO BEING THE SOUTHWEST CORNER OF LOT 91; THENCE RUN S38°19'56"E ALONG THE SOUTHERLY LINE OF SAID LOT 91, A DISTANCE OF 50.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 91, ALSO BEING THE NORTHWEST CORNER OF LOT 90; THENCE RUN S00°35'52"E ALONG SAID WESTERLY LINE OF LOT 90, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 90, ALSO BEING THE NORTHEAST CORNER OF LOT 23, GARDENDALE UNIT THREE, AS RECORDED IN PLAT BOOK 14, PAGE 141, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF LOT 90, CONTINUE S00°35'52"E ALONG THE WESTERLY LINE OF SAID LOT 23 THROUGH LOT 18 OF GARDENDALE UNIT THREE, A DISTANCE OF 466.82 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 18, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3970, PAGES 1223 & 1224, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LINE OF LOT 18 OF GARDENDALE UNIT THREE, RUN S88°43'15"W ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN ORB 3970, PGS 1223 & 1224, A DISTANCE OF 279.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.11 ACRES MORE OR LESS (309.711 SF MORE OR LESS)

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD
C1	240.72	1506.22	9°09'24"	N47°43'28"W 240.45'
C2	19.68	25.00	45°05'57"	S60°08'41"W 19.17'
C3	282.96	60.00	27°01'58"	N52°24'17"W 84.71'
C4	19.68	25.00	45°05'57"	N19°02'45"E 19.17'

LINE	BEARING	DISTANCE
L1	N37°35'43"E	24.45
L2	S37°35'43"W	59.79
L3	N17°34'10"E	20.00
L4	S87°19'56"E	73.72
L5	S38°19'56"E	50.51

LINE	BEARING	DISTANCE
L6	N22°12'47"W	7.83
L7	N22°12'47"W	15.10

LINE	BEARING	DISTANCE
L8	N25°24'50"E	5.53
L9	N44°24'08"E	20.36
L10	N43°23'27"E	5.53
L11	N00°35'52"W	20.03
L12	N31°34'32"E	32.45

TRACT	SIZE (SF / AC)
A	45,069 / 1.03
B	27,349 / 0.63
C	4,302 / 0.10
D	2,907 / 0.07
E	2,474 / 0.06
F	1,790 / 0.04
G	12,162 / 0.28
H	2,678 / 0.06
I	2,307 / 0.05
J	2,251 / 0.05
K	11,219 / 0.26
L	4,799 / 0.11

NOTES:  
ALL TRACTS ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.  
TRACT A IS A PRIVATE ROAD.  
TRACT B IS A POND SPACE AND AN OPEN SPACE.  
TRACT C THROUGH TRACT M ARE OPEN SPACES.

- NOTES
- THE BASIS OF BEARING FOR THIS PLAT IS THE WESTERLY LINE OF GARDENDALE UNIT THREE, PLAT BOOK 14, PAGE 141, BEING S00°35'52"E AS CALCULATED PER NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
  - FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A PRIVATE STREET SHALL BE PROHIBITED.
  - ALL OWNERS OF LAND INCLUDED BY THIS PLAT SHALL BE SUBJECT TO ANY ASSESSMENT OF COSTS REQUIRED TO CORRECT DEFICIENCIES CAUSED BY SUBSTANDARD CONSTRUCTION AND HOLD THE CITY OF TITUSVILLE HARMLESS FOR ANY ACCIDENT OR INJURY TO PERSONS OR PROPERTY THAT MAY RESULT THEREFROM.
  - ALL DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
  - TRACT B IS A STORMWATER TRACT AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION WITH AN EASEMENT HEREBY GRANTED TO THE CITY OF TITUSVILLE FOR INGRESS/EGRESS.
  - TRACTS C, D, E, F, G, H, I, J, K, L, M, ARE OPEN SPACES.

- LEGEND
- PSM - PROFESSIONAL SURVEYOR & MAPPER
  - LS - LICENSED SURVEYOR
  - FND - FOUND
  - IR(C) - IRON ROD [6 CAP]
  - N(L)D - NAIL [6 DISK]
  - CM - CONCRETE MONUMENT
  - SEC - SECTION
  - TWN - TOWNSHIP
  - RNG - RANGE
  - ORB - OFFICIAL RECORDS BOOK
  - PB - PLAT BOOK
  - PG(S) - PAGE(S)
  - POB - POINT OF BEGINNING
  - ESMT - EASEMENT
  - UE - UTILITY EASEMENT
  - LE - LANDSCAPE EASEMENT
  - DUE - DRAINAGE & UTILITY EASEMENT
  - BFE - BASE FLOOD ELEVATION

## QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on \_\_\_\_\_ completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in BREVARD County, Florida.

PHILLIP ROBINSON, PSM.  
LICENSE NUMBER: LS7190

09/23/2025  
SIGNING DATE

PLAT BOOK PAGE

## PRELIMINARY PLAT: CHRISTIAN COURT TOWNHOMES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the COMPANY NAME, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates DEDICATED LANDS shown hereon to the perpetual use of DEDICATED PUBLIC.

IN WITNESS WHEREOF, the undersigned UNDERSIGNED has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By: COMPANY NAME  
By: COMPANY NAME, its Manager.

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed and sealed in the presence of:  
Printed Name of Witness: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of physical presence, this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by COMPANY REPRESENTATIVE NAME OF COMPANY NAME, on behalf of the company, such person personally known by me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Notary Public

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## CERTIFICATE OF APPROVAL ENGINEER

Examined and Approve

County Engineer Date

## CERTIFICATE OF APPROVAL BY ZONING DIRECTOR

Examined and Approve

Zoning Director Date

## CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY that on \_\_\_\_\_ the foregoing plat was approved by the Board of County Commissioners of BREVARD County, Florida.

BREVARD County

Attest: Clerk of the Board

By: \_\_\_\_\_ D.C.

## CERTIFICATE COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the BREVARD County Official Records on \_\_\_\_\_ as Document No. \_\_\_\_\_

County Comptroller in and for BREVARD County, Florida.

By: \_\_\_\_\_

