

Application for Zoning Action, Comprehensive Plan Amendment, or Variance

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

PZ # 17PZ00109 / 18PZ000	14-0:2
Existing FLU: RES 4 / NC	LCS-8 PIT Existing Zoning: PUD
Proposed FLU: RES 4 / NC	NG-8 DiA Proposed Zoning: PUD

PROPERTY OWNER INFORMATION

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

Craig Harris		Watermar	k Inv	estor	s LLC
Name(s)		Company			
210 Hangar Road	Kissi	mmee		FL	34741
Street	City			State	Zip Code
charris@jtdlandco.com		407-590-0146			
Email		Phone	Cell		
Bruce A. Moia, P.E.		MBV Engi	neer	ina.In	IC.
Name(s)	(Company			
1250 W. Eau Gallie Blvd, Unit H	Melb	ourne		FL	32935
Street	City			State	Zip Code
brucem@mbveng.com		321-253-1510			
Email		Phone	Cell		

APPLICATION NAME

Large Scale Comprehensive Plan Amendment (CP) (greater than 10 acres)
Small Scale Comprehensive Plan Amendment (CP) (less than 10 acres)
Text Amendment (CP): Element
Other Amendment (CP):
Rezoning Without CUP (RWOC)
Combination Rezoning and CUP (CORC)
Conditional Use Permit (CUP)
Binding Development Plan (BDP)
Binding Development Plan (BDP) (Amendment)
Binding Development Plan (BDP) (Removal)
Variance(s) (V)
Administrative Approval of Setbacks, Lot Size, or Accessory Structures
Administrative Approval of Flag Lot or Easement
Other Action:
Acreage of Request: 129 +/-

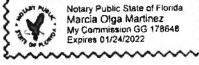
Reason for Request:

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

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

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

✓ I am the owner of the subject property, or if corporation, I am the officer of the corporation authorized to act on this request. I am the legal representative of the owner of the subject property of this application. (Notarized Authorization to Act must be submitted with application) An approval of this application does not entitle the owner to a development permit. I certify that the information in this application and all sketches and data attached to and made part hereof are true and accurate to the best of my knowledge. 08/27/2020 Signature of Property Owner or Authorized Representative State of KORISA County of ______ Subscribed and sworn to me before me this 2742 day of, Aucust , 20 20, EALL HDRRIS personally appeared , who is personally known to me or produced as identification, and who did / did not take an oath. Notary Public Signature Seal



Office Use Only: 32		, ,			
Accela No. 202000 Fee:	277.80 Date Filed:	9/4/2020 District No. 1			
Tax Account No. (list all that app	Dly) 23/7/87	23/7/98, 30/7/65			
Parcel I.D. No.		100100			
$\frac{23}{\text{Twp}} \frac{36}{\text{Rng}} \frac{30}{\text{Sec}}$	OD Sub Block	$\frac{351,252 + 51D}{\text{Lot/Parcel}}$			
MEETINGS	DATE	Notification Radius: 500 TIME ISSUARD TO 300 Code Britonicon	_		
P&Z	11/9/2020	3 pm Code Brtoncin	m		
PSJ Board					
NMI Board					
D BOA	,				
всс	12/3/2020	Spm			
Wetland Survey from Envir Wetland survey required by Nati	ronmental Report attached to ural Resources XYes	submittal. No Initials			
Is the subject property located in	a JPA, MIRA, or 500 feet o	of the Palm Bay Extension?			
🔿 Yes 🖉 No	If yes, list				
Location of subject property: West side of US Howy 1 1,150' south of Brockway BWd.					
Description of Request: Rezone PMD up waiter To PhO with					
Waiver To a	ed 3rd access	S (NW PORTION)			
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ACCELA # 20200032																	
	DOC	UME	NT S	UBM	ITTA	L REC	QUIR	EME	NTS	r		1	1		1		
Application type	Application	Authorization to Act Form ¹	Recorded Property Deeds	Legal Description of Request ²	Certified Survey ⁸	Property Appraisers Map	Concurrency	School Concurrency ³	Wetland Survey ⁴	CUP Worksheet & Sketch ⁵	Comp Plan Information ⁶	Notice to Applicants	Neighbors Affidavit ⁷	Letter to Zoning Official	Variance Hardship Worksheet ⁹	*Additional Documentation	Fees
						N	UM	BER (OF CO	OPIES	REQ	UIRE	D				
Staff to check indicating receipt						1	/										
Comprehensive Plan Amendment ⁶	1/	1	1/	2/	2/	1/	1	1		1	1	1	1			*	Υ
Zoning request	12	12	12	12	20	VI	12	V	12			1				*	V
Conditional Use Permit (CUP)	1	1	1	1	18	1				1		1					Y
AA – Waiver	1	1			1	1							1	1			Y
AA – Easement or Flag lot	1	1	1	1	1	1											Y
Variance	1	1	1	1	1	1									1	*	Y

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

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

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

⁴Wetland Survey required on Commercial or Industrial property.

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

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

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

⁸ Survey must be submitted if requested by staff.

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

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

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

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

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

CALCULATION OF PUBLIC HEARING APPLICATION FEES -ZONING OFFICE

PUBLIC HEARING APPLICATION FEES	BASE FEE	ACREAGE FEE	UNIT FEE	SUB-TOTAL
REZONING				
Environmental Area	511.00			
Residential Professional	960.00			
General Use and Agricultural Use	849.00*	-5) x 24**		
Single-Family Residential	849.00*	., -		
0	849.00*			
Single-Family Mobile Home		,		
Commercial/Planned Commercial	1,184.00	• •		
Tourist Commercial	1,855.00			
Industrial/Planned Industrial	1,855.00	· ·		
Planned Unit Development	5,661.00	() x 45		<u> </u>
Single-Family Attached Residential	960.00		() x 24	
Multiple-Family Residential	960.00		() x 24	
Recreational Vehicle Park	1,408.00		() x 24	
Mobile Home Park/Mobile Home Co-op	1,408.00		() x 24	
CUP'S OR ROU APPLICATIONS				
Fee per request (with rezoning)	447.00			
Fee per request (without rezoning)	849.00			
, - <u>-</u>				
OTHER APPLICATION FEES				
Consultant fee Retainer per Tower Application	6,934.00			
Transfer of Development Rights	1,520.00			
Comprehensive Plan Appeals (Vested Rights)				
One (5.0 acres or less) Single-family residential	433.00			
All other Appeals	1,733.00			
Variance/Appeals of Administrative Interpretation				
Base Fee	598.00			
Fee for each additional request	182.00			
Special Hearing Fee for P & Z / LPA	3,692.00			
Special Hearing Fee for BOA	1,872.00			
All Other Unlisted Zoning Applications	849.00			
Miscellaneous				
COMPREHENSIVE PLAN AMENDMENTS				
Small Scale Amendment	919.00			
Large Scale Amendment	1,785.00			
	17,334.00			
Maximum Fee on a Single Application	11,004.00		SUB-TOTAL ***/**	***
FEES COLLECTED FOR ADMINISTRATIVE ACTIONS			COD-TOTAL 1	
Office of Natural Resources zoning review (if applicable)	300.00			
flag lot &/or easement review	360.00			
Land Development PUD review	100.00			
flag lot &/or easement review	150.00			
Address Assignment review of flag lot &/or easement	100.00			
	277.00			277.00 per Jeffrey Ball
Zoning fee	217.00			8-26-2020
BASE FEE ADJUSTMENTS	_		TOTAL	
* If area for these requests have the potential for only	_			
one more lot, the fee is	288.00			
** Maximum acreage fees for these requests shall be	2,240.00			
*** Maximum Planned Unit Development Fee shall be	13,432.00			
**** Maximum fee for all other zoning requests shall be	8,955.00			

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ACCELA FEE SHEET

Fee Schedule: Zoning Version: Version 1

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

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RECEIPT OF PAYMENT

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

Payment Method	Payment Refere	nce #	Amount P	aid	Comments	
Check	5296		\$277.00			
			\$277.00		Total	
5870 INDUSTRIAL DR, C	COCOA, FL 32927			\$277.00		
20Z00032				ψ217.00		
Fee		Invoice #		Amount	17月1日日 1月1日日 1月1日	11 22 10 22
Zoning/Variance		681014		\$277.00		
					Grand Total	\$277.00

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

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

Receipt_AA_2016_SSRS

Zoning Information Workshoot
Zoning Information Worksheet
Owner(s): WATERMARK INVESTORS LAC (Does this match the warranty deed?)
Applicant(s): Bance MoiA R.F.
(Does this person have authorization from everyone listed on the warranty deed?)
Parcel ID#: 23/36/30/00/252,251+258 510
(If more than one parcel, they must share a property line to be on the same application)
Present Zoning: PUD in Wairer for using 40 wide lots x 4800 7
is there a BDP or a COP on the property? Yes/No: (If yes, attach BDP)
188200014
ρ)
Is this a non-conforming lot of record? Yes/No. Why?
Non-Conforming to:
Is this a substandard lot? Yeb/No/
Why?
Requested Zoning/CUP: Arrival PUD TO add third access at NW PORTION of Site + CONTINUE USE of 40' 10TS X 4,500 A
What is the FLU Designation of the property?: Res 4, RES 8 Pineet, ve 4 NC
 Is the requested zoning consistent with the FLU? Yes No (See compatibility table)
 If no, what is the requested small scale plan amendment? (Must be 10 acres or less)
BDP Requested? Yes/No?
If CUP Request, do you have a CUP worksheet filled out by the applicant? Yes/No
Previously Approved Zoning Actions: <u>Gu(2-10736(66)</u> , <u>BU-2(2-1036)</u> 17 P2 0002 - RU-1-7 w BDP (exp. nul), 18P2 00014 - Rup company in 40' × 4800 to 55
17 820002 - Ru-1-7 w BDS (exp. ned) 188200014-
PUD approved in 40' × 4800 \$ lots
Most recent zoning change in same section? 18 P2 00101 - BU-2 12/6/18
1982 00079 RU-212 BOB 12/13/19
1382 300 51 - CUP 5/30/19

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

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Abutting property zoning: N TRI S AU, TR-I E TRIATUW 14
JPA/Special Board/Special Section? Yes/No Circle one and make a note on the application) PSJ, NMI, MIRA
ROCKLEDGE, MELBOURNE, PALM SHORES, TITUSVILLE, PALM BAY or within 500' of PALM BAY EXTENSION
Reason for Rezoning Request: Add 3nd access
 If proposing single-family or multi-family how many units? 360
 If proposing a CUP for alcohol, how many seats? Bar or Restaurant? Do you have a certified survey indicating there are no churches or schools within 400'? Yes/No Do you have a site plan showing the layout and parking configuration? Yes/No
 Do you have a CUP worksheet filled out by the applicant? Yes/No If the request is for commercial zoning, do you have a wetland survey that includes a legal descriptio of the wetland? Yes/No (if no, NR must have checked no on the front of the application)
Existing structures/uses on the property?
Pup in fill into Residential apen mobile home Subdivisions concerns raised as part of request: Industrial use to the west (buffer
other options discussed with applicant: When will an architect be pick
id you print out the Property Appraiser's Map for this property? id you mark the map? id you stamp the deed(s)?
Planner Signature Date

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Administrative Policy 3

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

Criteria:

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

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

D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.

Notice to Applicants for Change of Land Use

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

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

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

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

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

Environmental factors.

Compatibility with surrounding land uses.

Consistency with the character of the area.

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

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

NOTES:

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

Please transmit staff's comments via:

brucem@mbveng.com or	()	or U.S. Mail	
e-mail address		fax number		Yes/No
I have received a copy of this potice:				
(APPLICANT SIGNATURE)	2			

NOTICE TO APPLICANTS FOR PLANNED UNIT DEVELOPMENT (PUD)

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

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

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

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

I have read and understand the above statements.

Applicant's Signature

CFN 2017226288, OR BK 8016 Page 2134, Recorded 10/31/2017 at 04:01 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$11200.00

THIS INSTRUMENT PREPARED BY AND RETURNED TO: Kristy A. Mount, Esquire John H. Evans, P.A. 1702 South Washington Avenue Titusville, Florida 32780 Consideration: \$1,600,000 Property Appraisers Parcet LD: 23-36-30-00-251 / 23-36-30-00-252

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

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

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

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

Subject property is vacant land.

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

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

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

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

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

Page 1 of 2

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

Signed, sealed and delivered in the presence of:

Printed Witness Name

H. Evans JOK

LIGHT FINDINGS, LLC, a Florida limited liability company

By

WALTER HOLLOWAY, as Manager 3773 N. Indian River Dr. Cocoa, FL 32926

Printed Witness Name

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this <u>36</u> day of October, 2017, by WALTER HOLLOWAY, as Manager of LIGHT FINDINGS, LLC, a Florida limited liability company, on behalf of the limited liability company, who is _____personally known to me or who _____produced a Driver's license as identification.

[SEAL]

KRISTYA MOUNT Commission # FF 997489 Expires June 1, 2020 ided Thru Troy Fain Insurance 800-385-701

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

EXHIBIT "A"

Parcel 1:

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

AND

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

AND

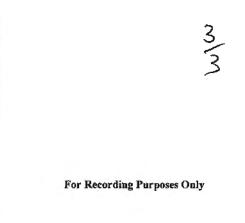
Also all of the West half of the Southwest quarter, less the West 600 feet of the South 800 feet thereof, and the Southwest quarter of the Northwest quarter, all in Section 30, Township 23 South, Range 36 East as shown on the Government Survey of said section; excepting therefrom any part of the above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

ALL lying and being in Brevard County, Florida.

Parcel 2:

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

CFN 2017227166, OR BK 8017 Page 1580, Recorded 11/01/2017 at 02:57 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$2275.00



THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

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

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

SPECIAL WARRANTY DEED

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

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

WITNESSETH:

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

See Exhibit A.

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

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

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

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

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

GRANTOR:

Signed, sealed and delivered in the presence of:

Print Name: Print Name:___ SI

Noghan, as Bishop of the Diocese of Orlando, John C his Successors in Office and Assigns, a corporation sole,

STATE OF FLORIDA COUNTY OF ORANGE

AFFIX NOTARY STAMP

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

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Signature of Notary Public (Print Notary Name)

2

My Commission Expires:

Commission No.:__

Personally known, or Produced Identification

Type of Identification Produced:

ROBERTO DIAZ Commission # GG 030404 Expires September 14, 2020

Bonded Thru Troy Fain Insurance 800-385-7019

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Exhibit A

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

CONTAINING APPROXIMATELY 20.00 ACRES



Expires 06/15/2024

AUTHORIZATION TO ACT ON BEHALF OF OWNER

L Craig Harris managing member of Watermark Investors LLC

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

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

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

x Administrative Action	Comprehensive Plan Amendment
Development Plan	x Rezoning
x Variance Clean Cause Signature	05/07/2020 Date
State of FLORIDA County of OSCEWA	
	ged before me this _//the day of, 20 20
by CRAIG HARAS	who is personally known to me or has produced
a	identification, and who did or did not take an oath.
Amborz Cceppo Signature of Notary	Seal: Ambar C Crespo My Commission GG 983408



AUTHORIZATION TO ACT ON BEHALF OF OWNER

Craig Harris managing member of Watermark Investors LLC

authorize Chris Gardner - Condev Land LLC

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

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

Administrative Action	Comprehensive Plan Amendment
Development Plan	Rezoning
Signature Variance	
State of FicziDA	
County of	
by CRAIL HARRS	ged before me this <u>IMA</u> day of <u>IMA4</u> , 20 <u>20</u> who is personally known to me or has produced s identification, and who did or did not take an oath.
Ambrae (respo)	dentilication, and who did to did hot take an oath.
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Signature of Notary

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1/4/2020

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

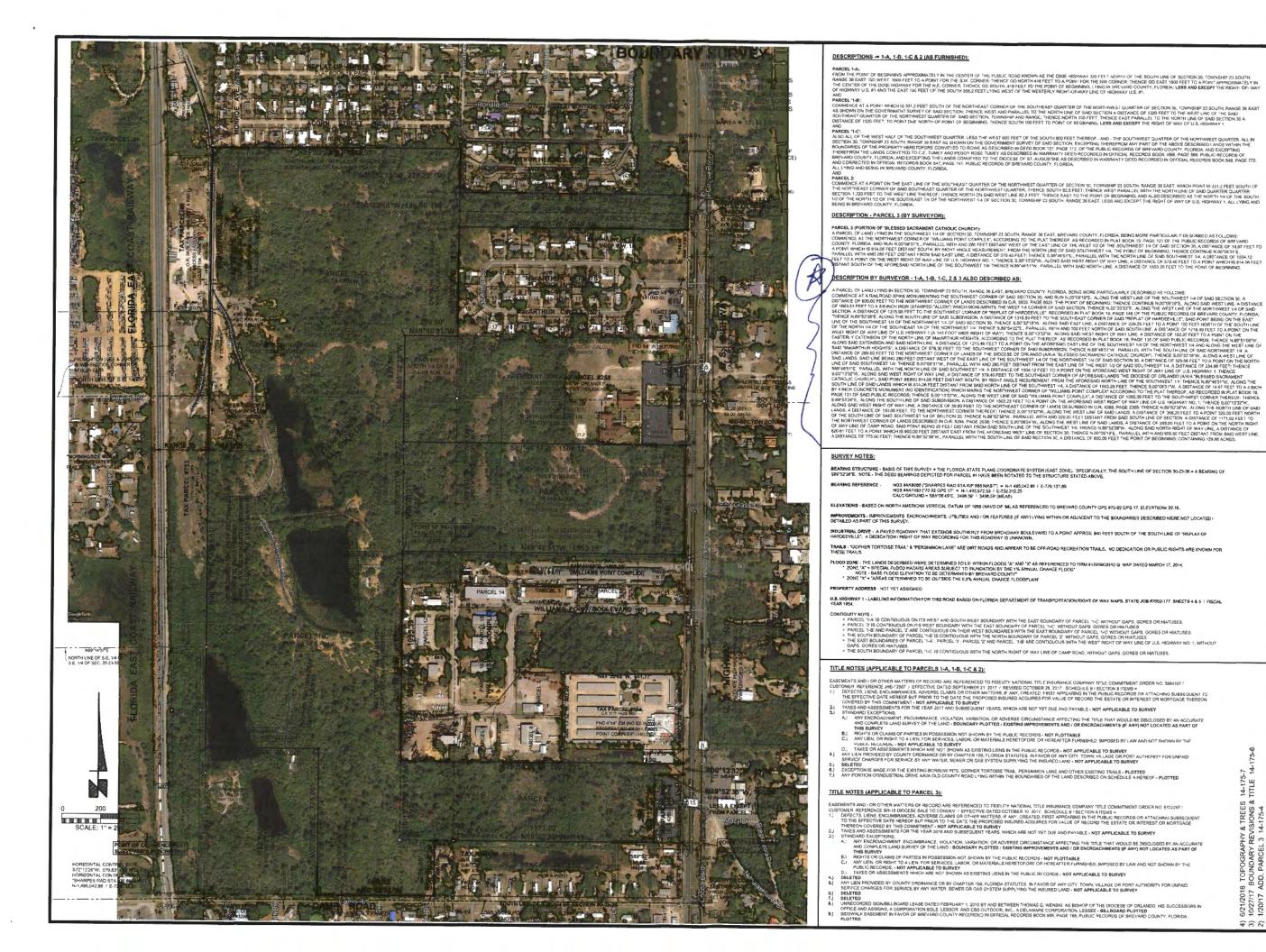
- (b) Preliminary application.
 - (1) Generally. A preliminary application shall be submitted to the county by the developer requesting approval of the site as a planned unit development zone. The preliminary application shall contain the name of the developer, the surveyor and the engineer who prepared the development plan and topographic data map, and the name of the proposed planned unit development per the nomenclature provided in section 62-1447. (See PUD illustrations concerning the level of detail required.)
 - (2) Exhibits; contents of development plan. The following exhibits shall be attached to the preliminary application:
 - A vicinity map indicating the relationship between the planned unit development and its surrounding area, including adjacent streets and thorough-fares.
 - b. A development plan that shall contain but not be limited to the following information:
 - X 1. The proposed name or title of the project, and the name of the engineer, architect and developer.
 - 2. North arrow, scale (one inch equals 200 feet or larger), date and legal description of the proposed site.
 - 3. The boundaries of the tract shown with bearings, distances, closures and bulkhead lines, all existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
 - 4. The name and location of adjoining developments and subdivisions.
 - 5, Proposed parks, school sites or other public or private open space.
 - 6. Vehicular and pedestrian circulation systems, including off-street parking and loading areas, driveways and access points.
 - 7. Site data, including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary nonresidential uses, and the total number of dwelling units.
 - Proposed common open space, including the proposed improvements and any complementary structures and the tabulation of the percent of the total area devoted to common open space. Areas qualifying for common open space shall be specifically designated on the site plan.

9. Delineation of specific areas designated as a proposed stage.

- 10. A general statement, including graphics, indicating proposed corridors of drainage and their direction, natural drainage areas, specific areas which are to function as retention lakes or ponds, anticipated method for accommodating runoff (curb and gutter, swales or other method), and treatment methods for discharge into area waterways for the site to ensure conformity with natural drainage within the vicinity area or with the drainage plan established within the vicinity area.
- 11. The general location within the site of each primary residential and secondary nonresidential use, and the proposed amount of land to be devoted to individual ownership.
- The proposed method of dedication and administration of proposed common open space.

See 12/21/17 Letter

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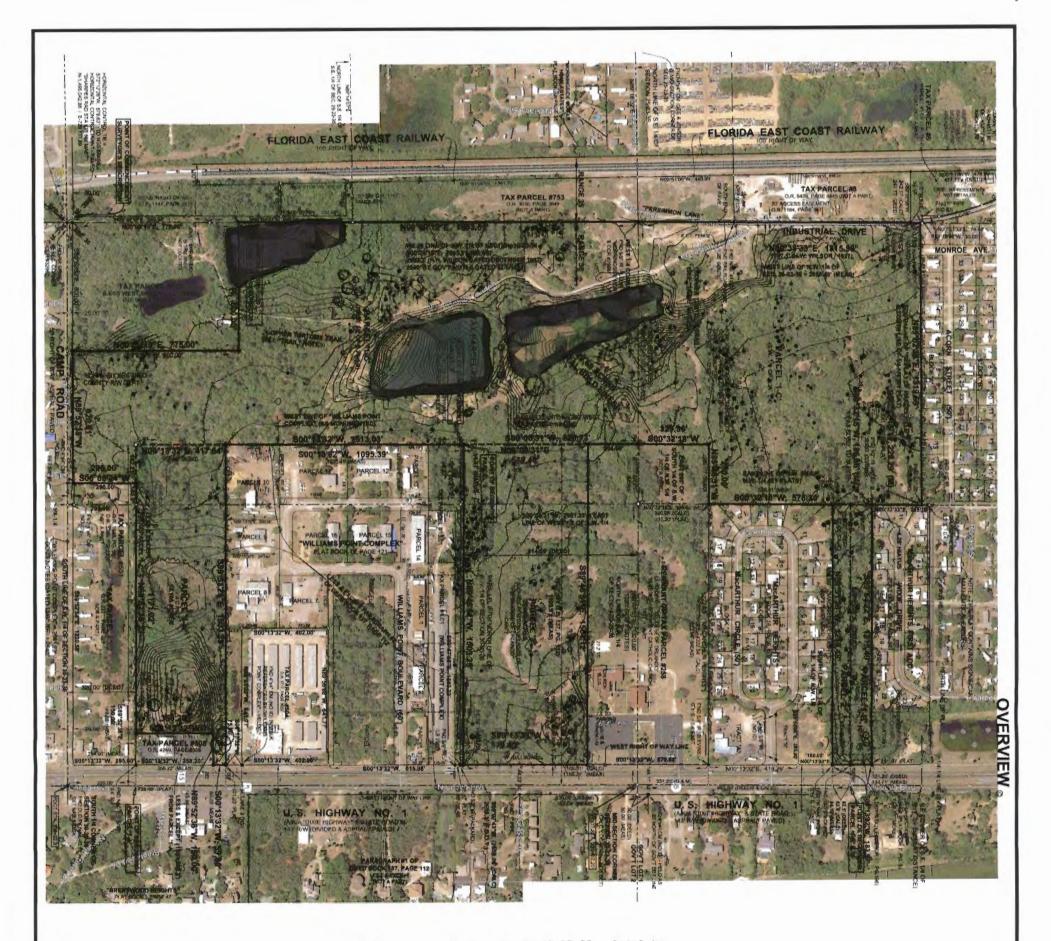
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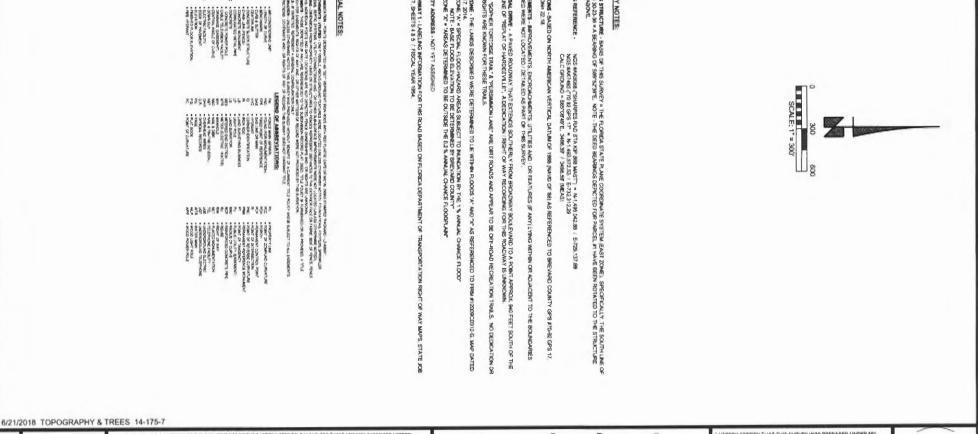
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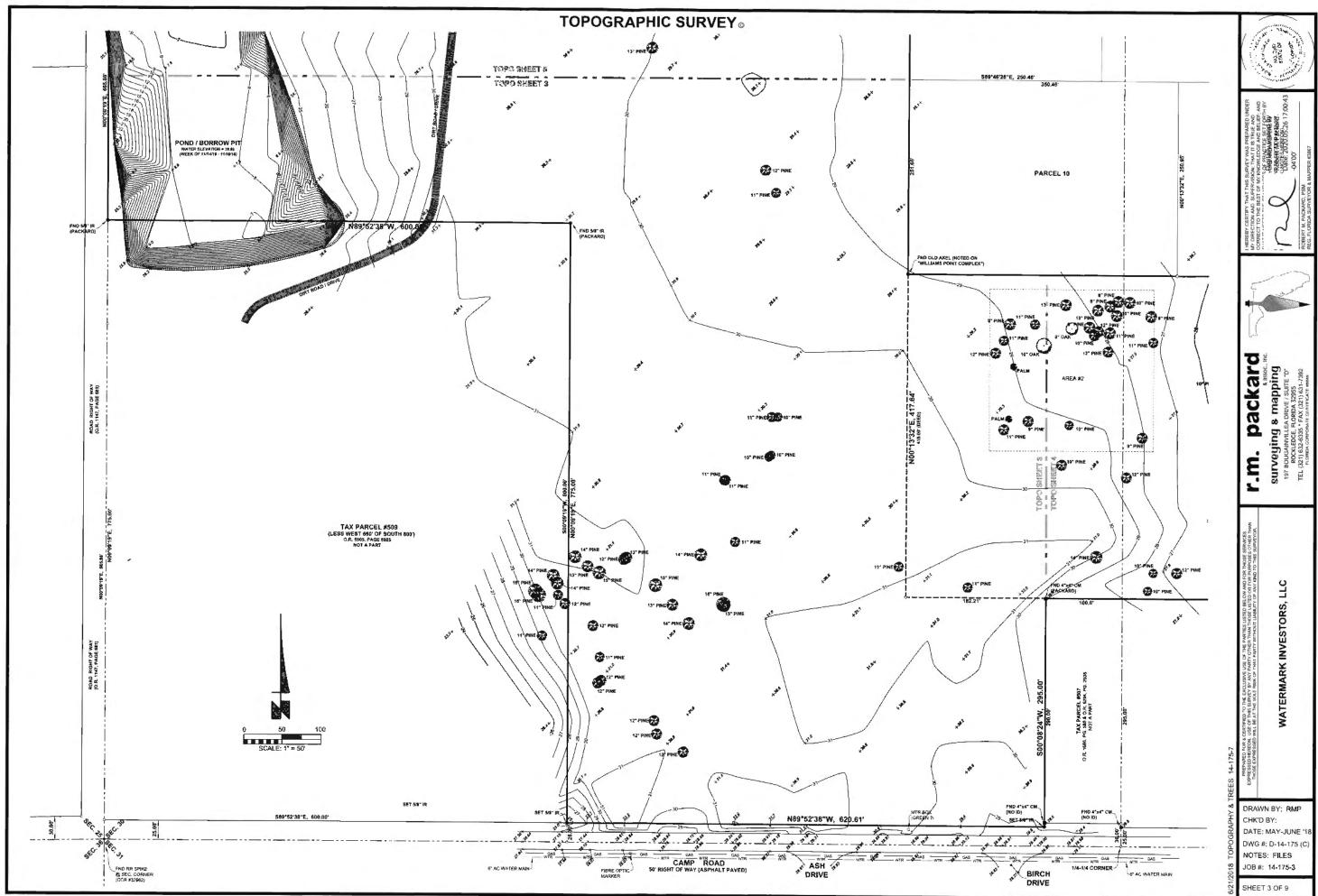
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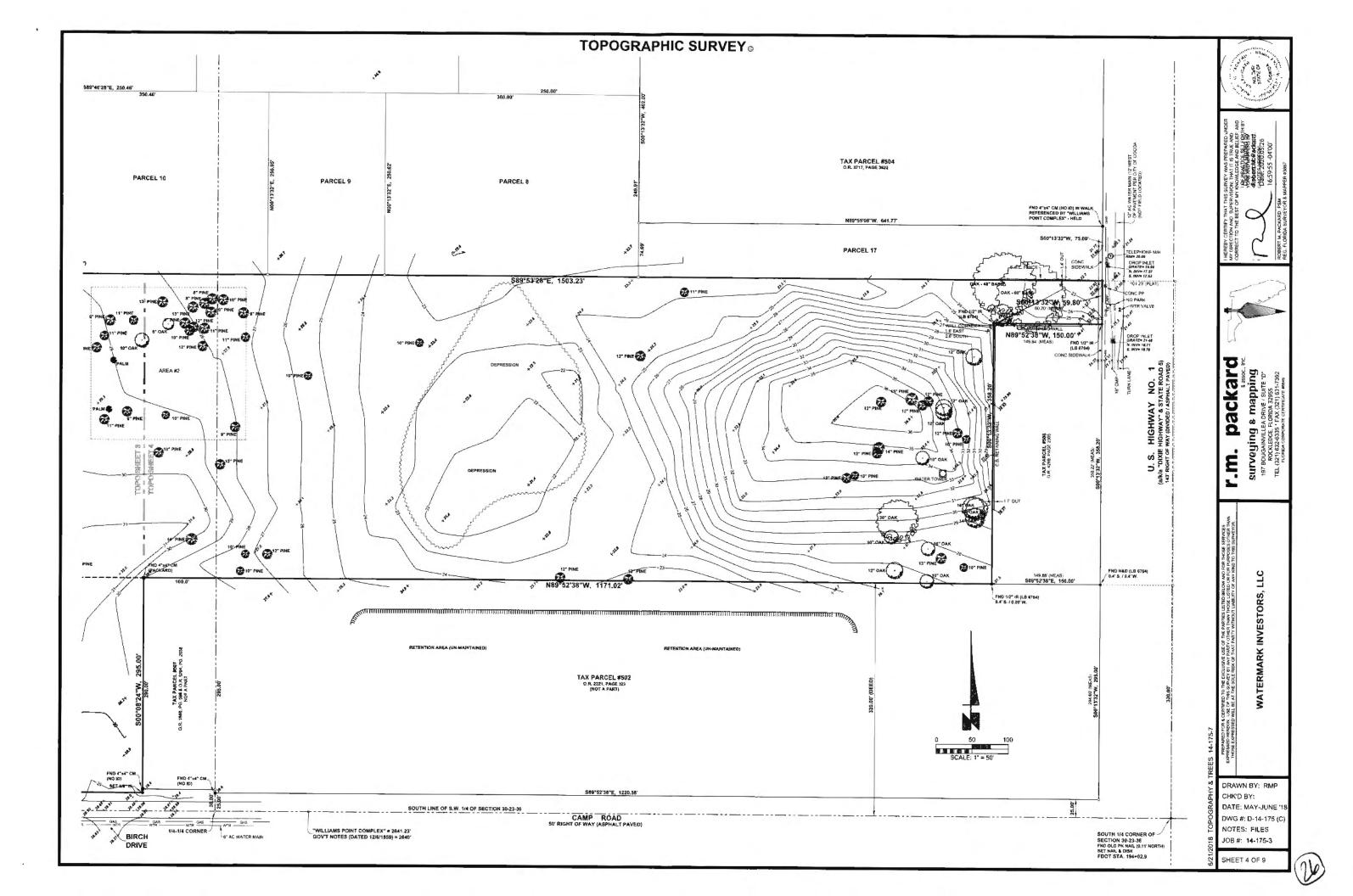
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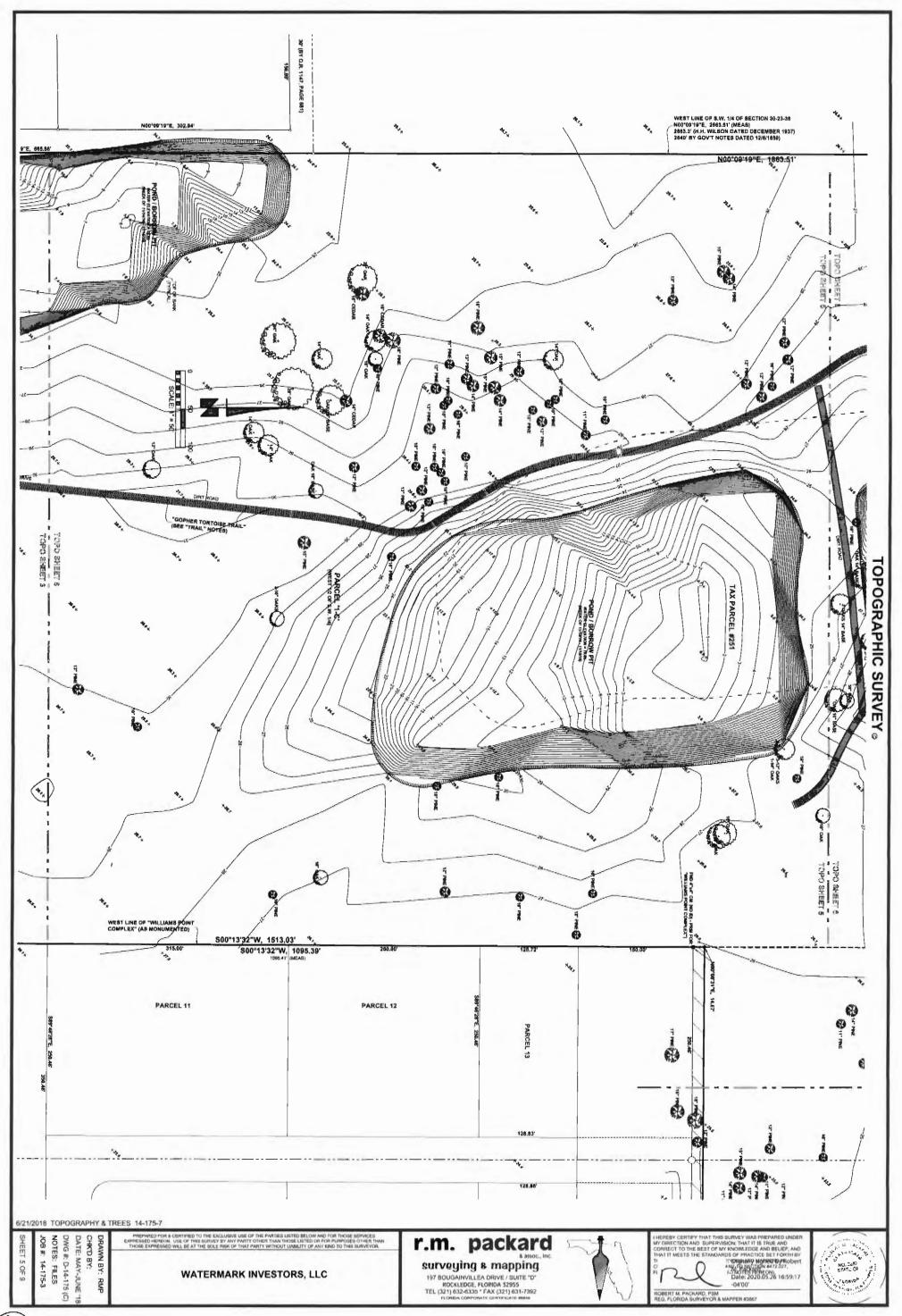
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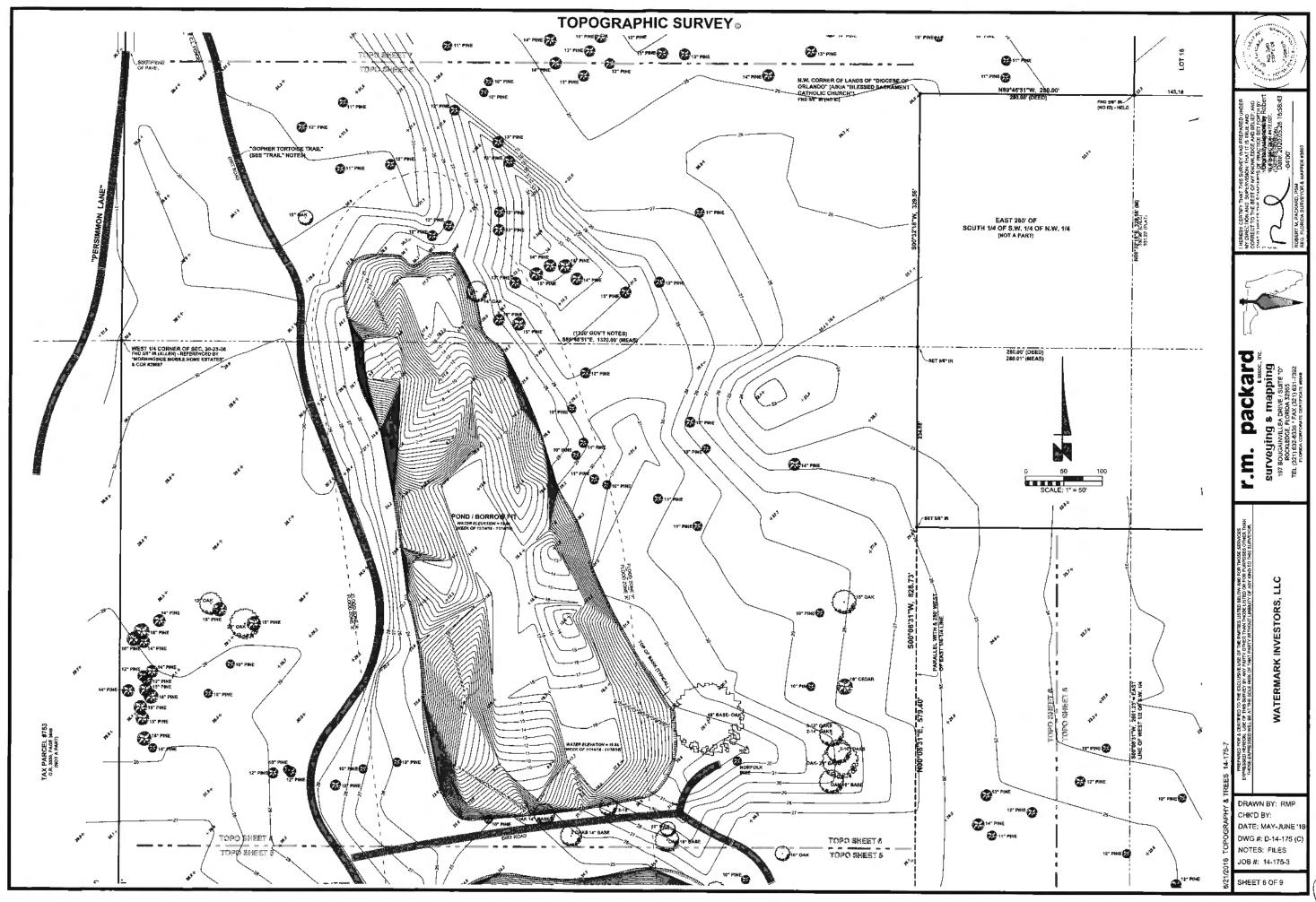




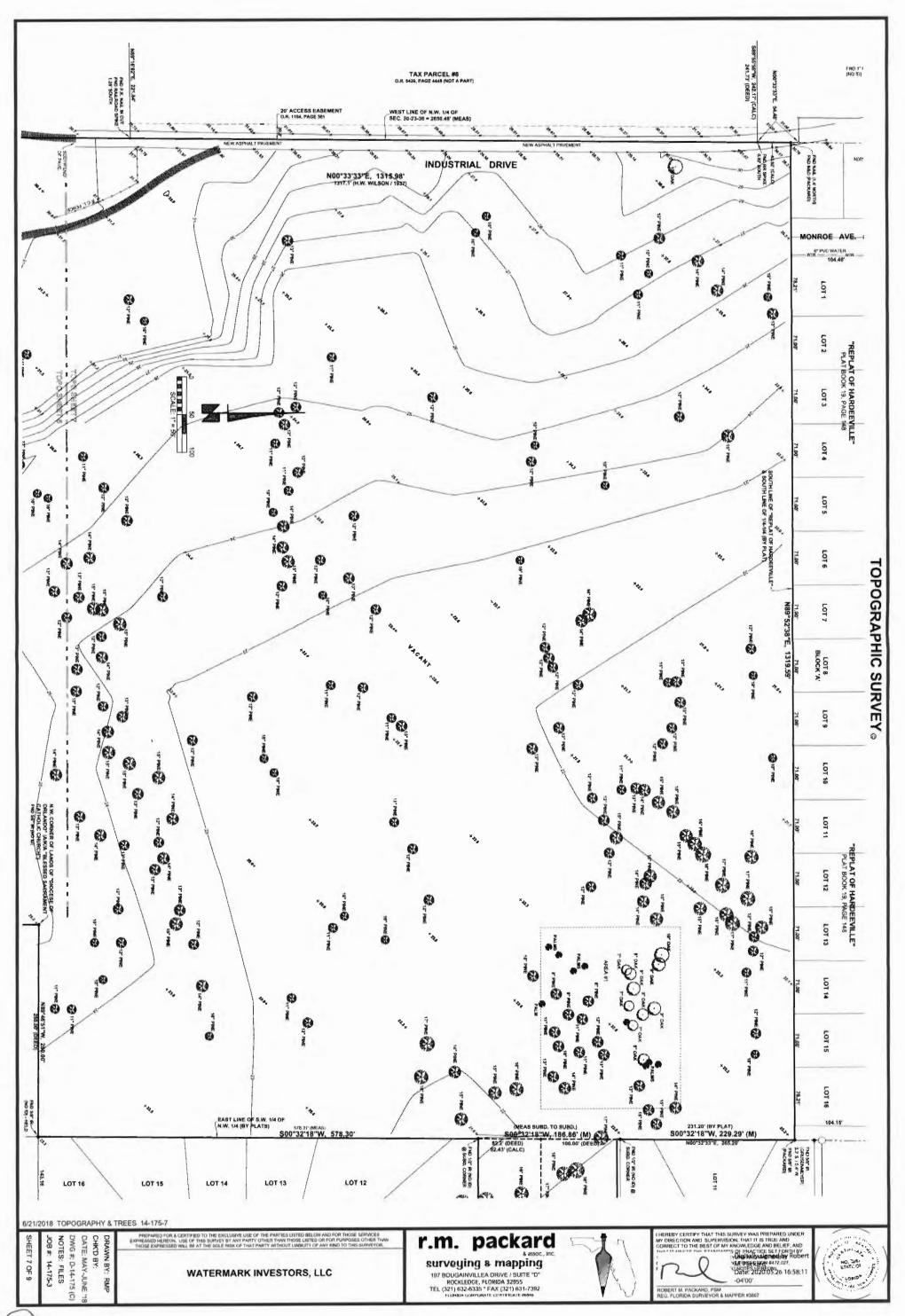


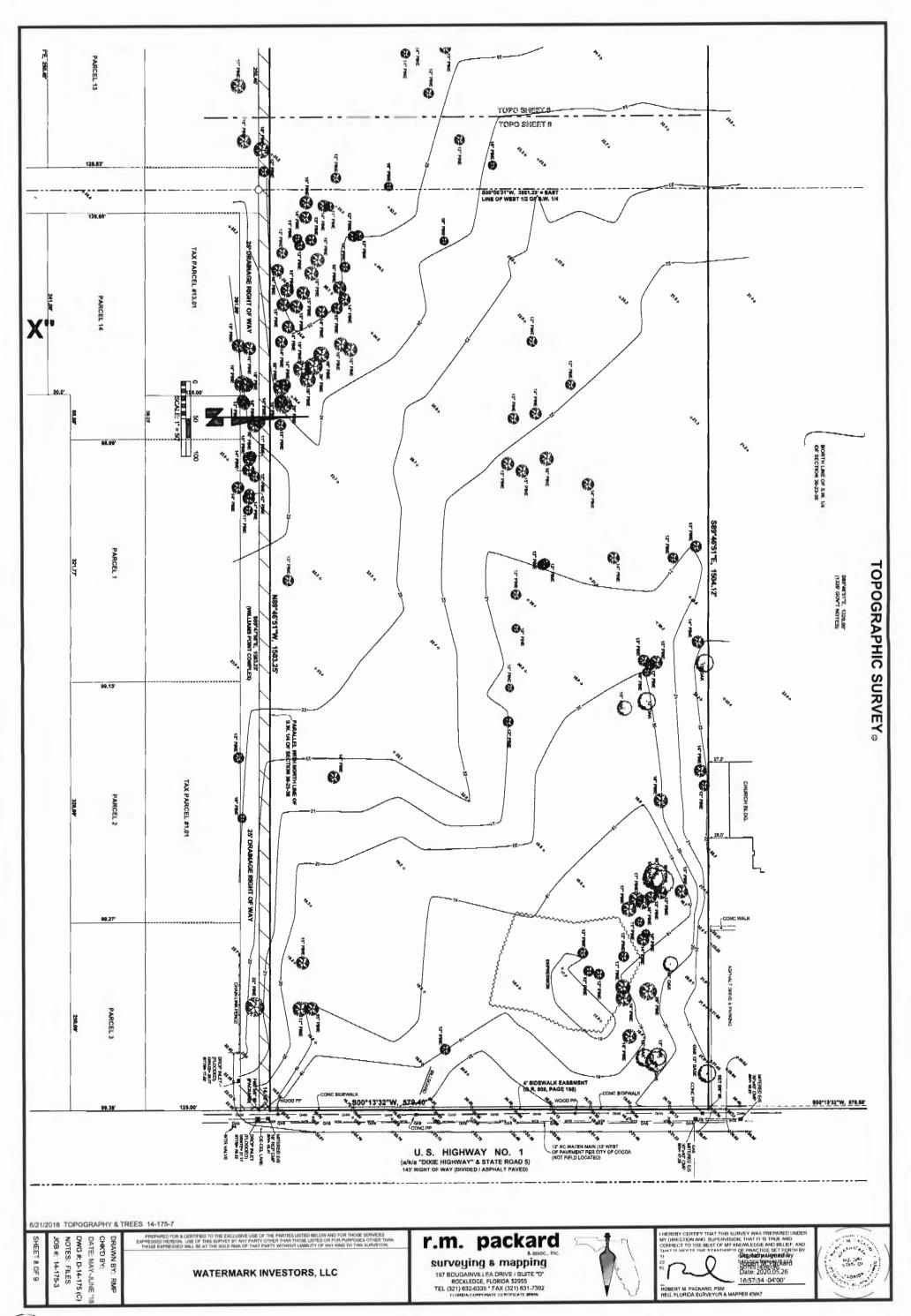




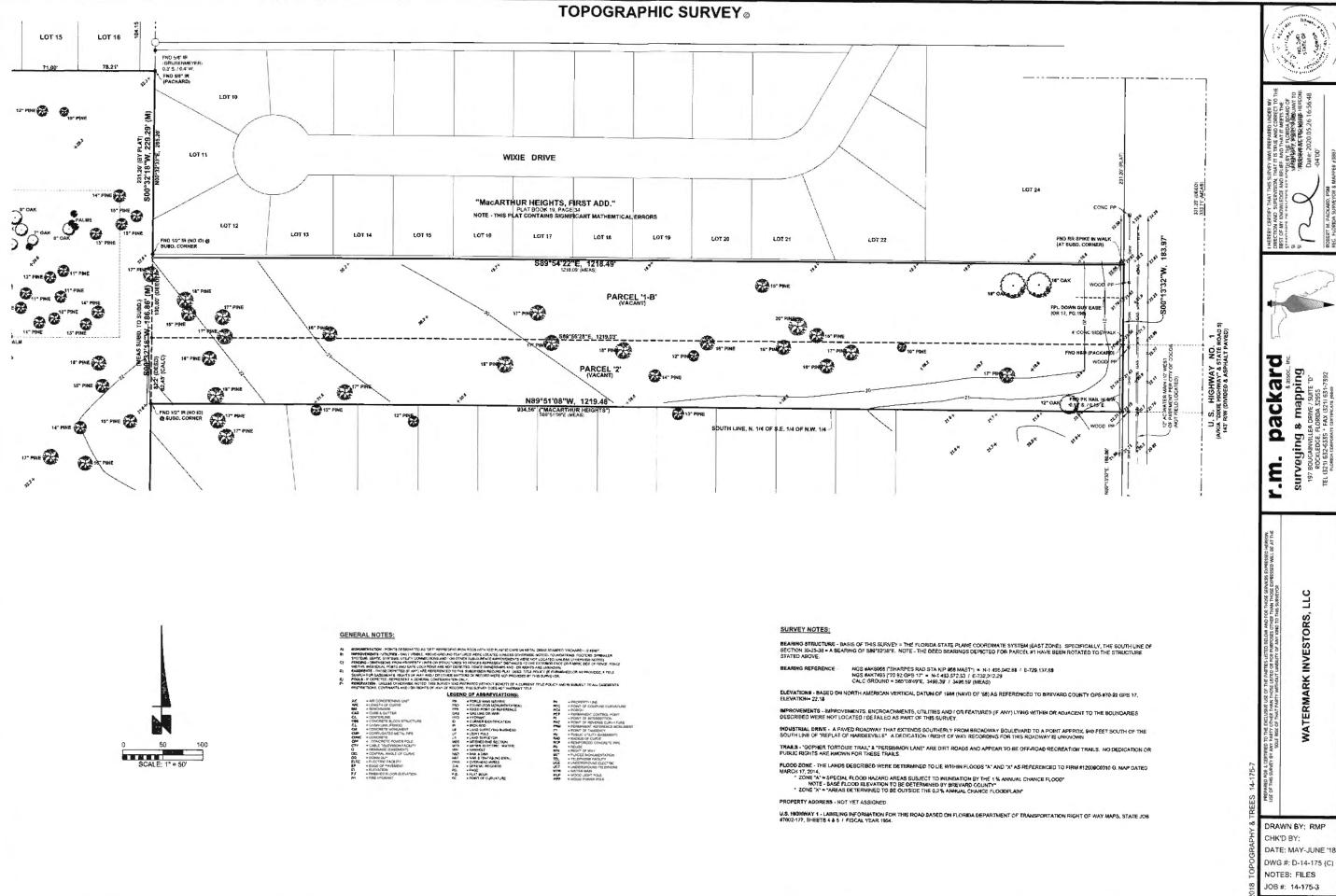


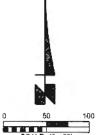
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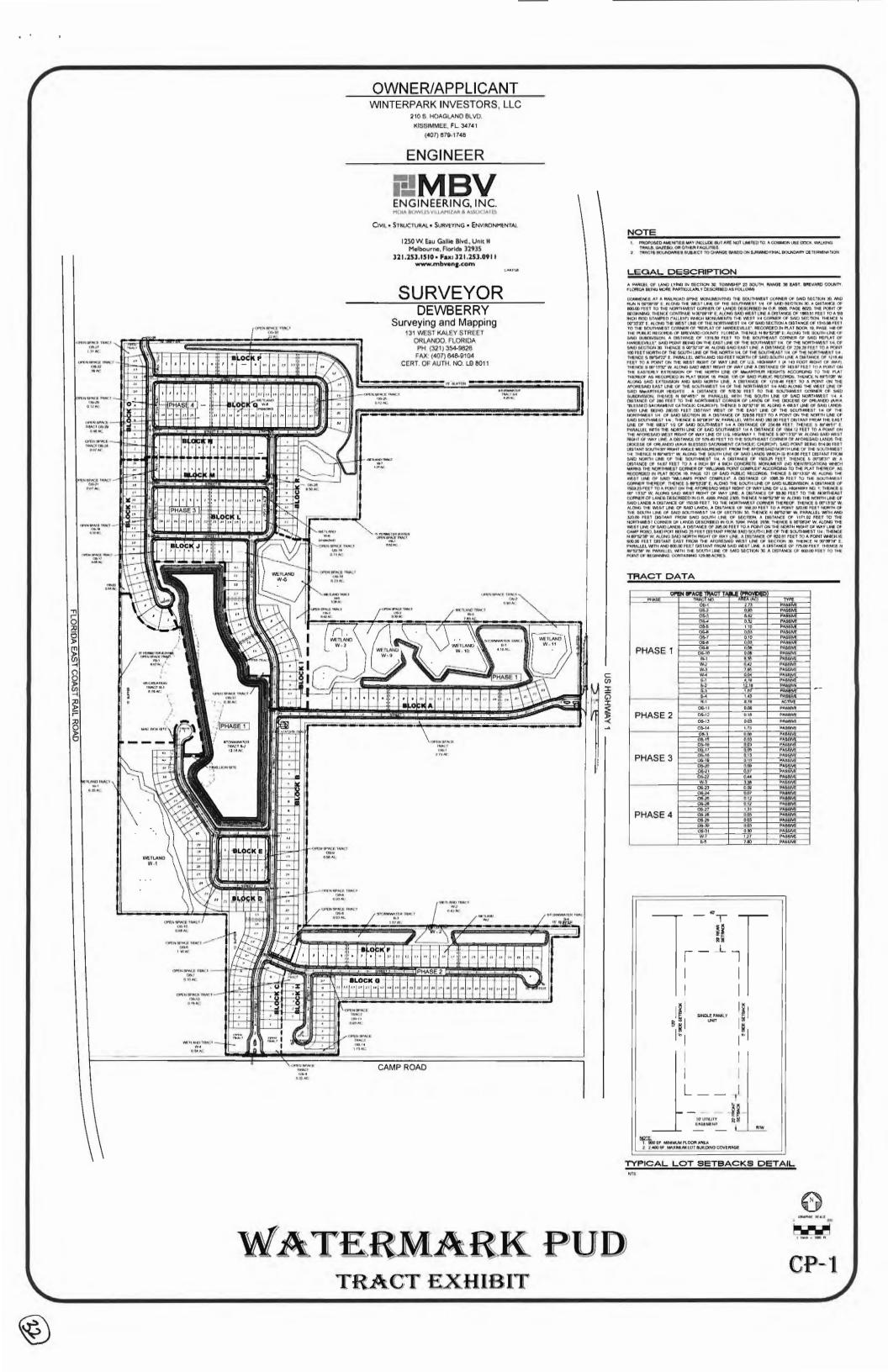


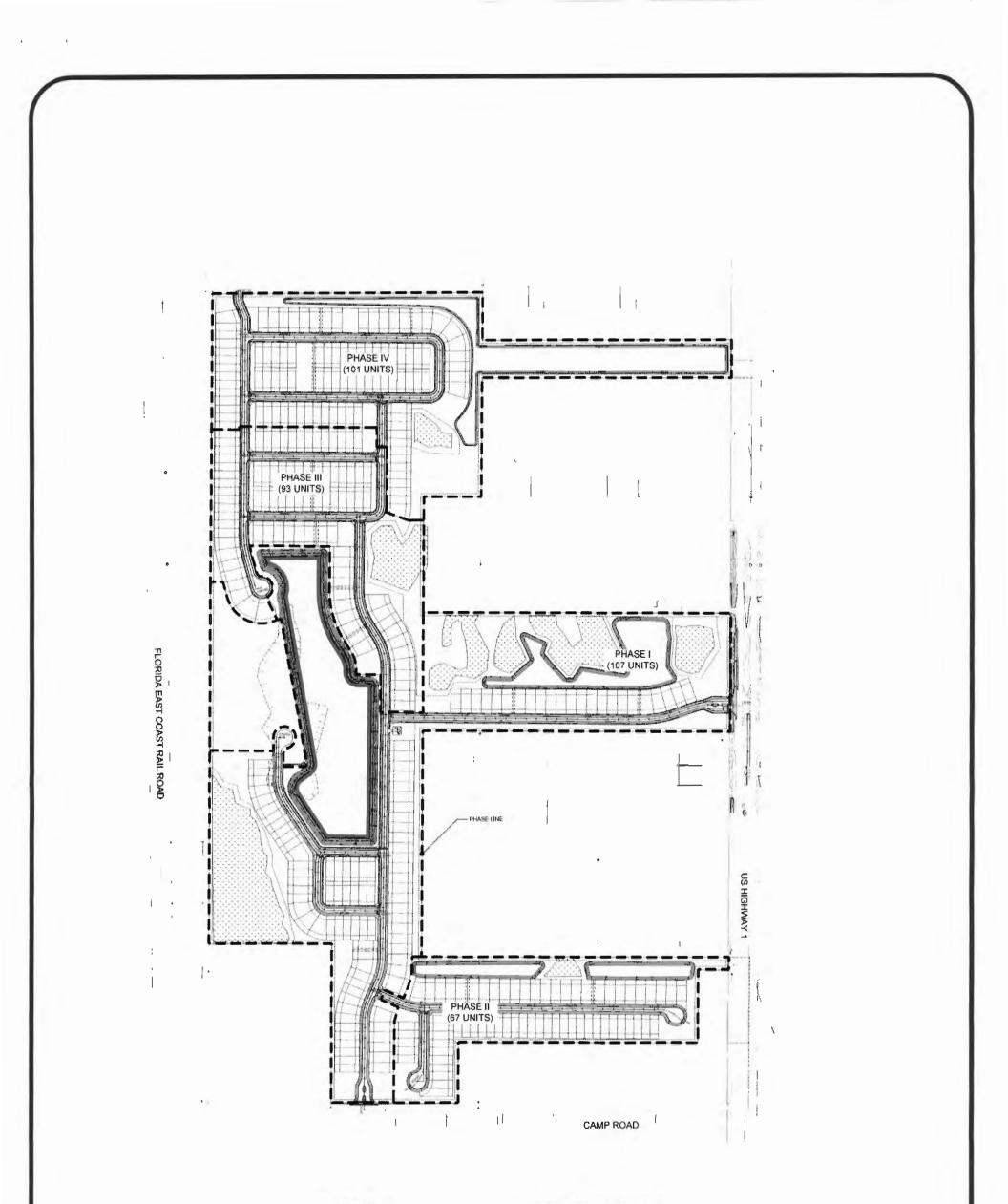
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b)

SHEET 9 OF 9





PHASE DATA

GITE AREA	129.68 AC - 1	007%
DENSITY	4.00 UNITS / AC. (N	1XA
	3.24 UNITE / AC	
UNITS	513 UNITS (MAX.)	
	360 UNITS (PROPC	(CJ8k
	NUMBER OF LOTS	CUMULATIVE DENERTY
PHASE 1	107 LOTH	0.72 UNITS / ACR
PHAGE 2	07LOTB	2.55 UNITS / ACRI
PHASE 3	M3 LOTS	1.65 UNITS / ACRI
PINADE 4	101 LOTS	2.38 UNITE / 60/58
TOTAL	MA LOTA	2.86 UNITS / ACRE
MAX ALLOWABLE	5181.075	4 00 UNITS / AGRE

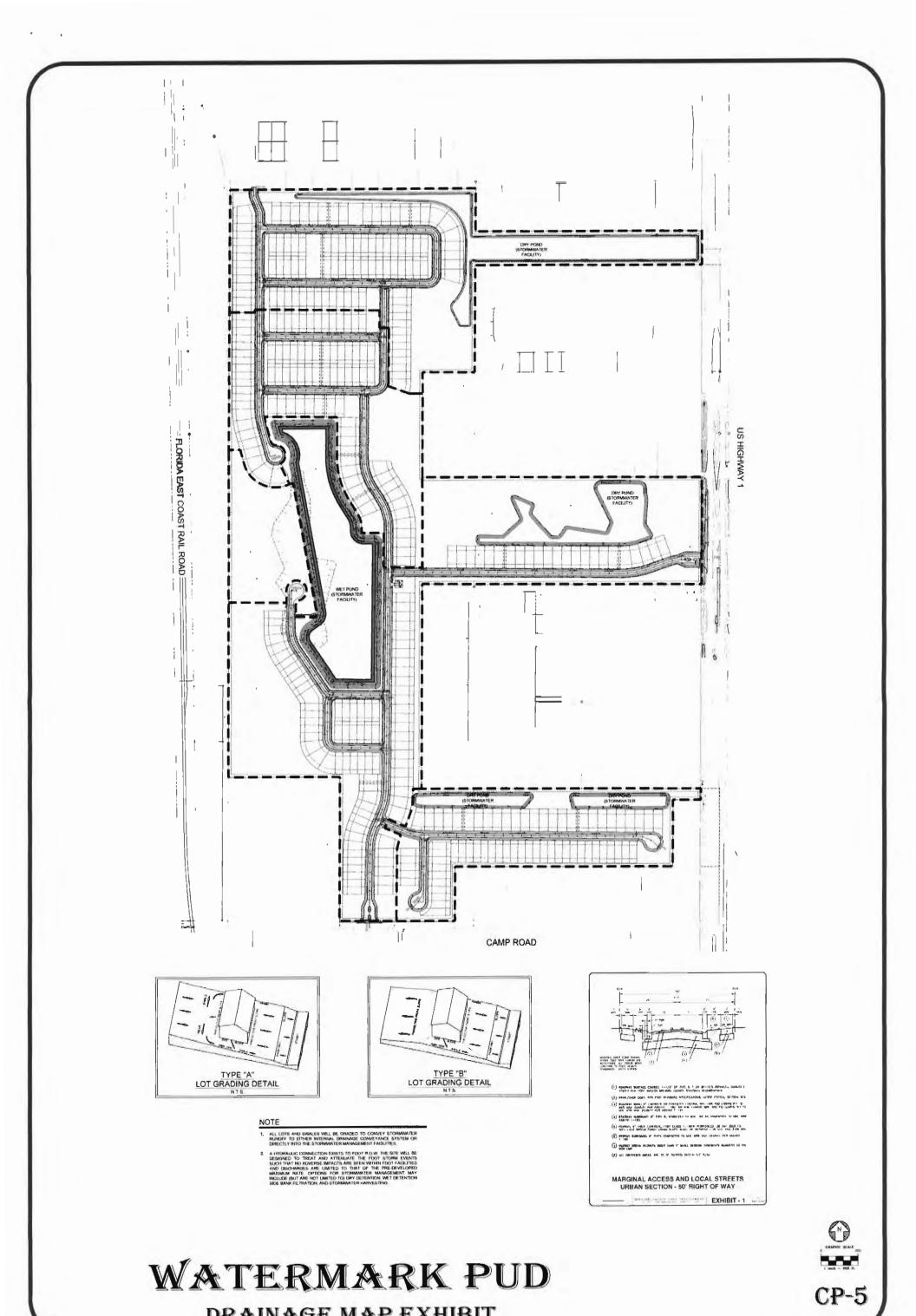
PHASE 1	36.29 AC.	(PARAME)
PHASE 2	1.00 AC 8.70 AC 10.77 AC	(PASSIVE) (ACTIVE)
PHASE 3	4.40 AC	(PASSIVE)
PHASE 4	11.36 AC.	(PASSIVE)
PERIMETER	8.92 AC.	(PASSIVE)

CP-2

WATERMARK PUD



G



WATERMARK PUD DRAINAGE MAP EXHIBIT

E



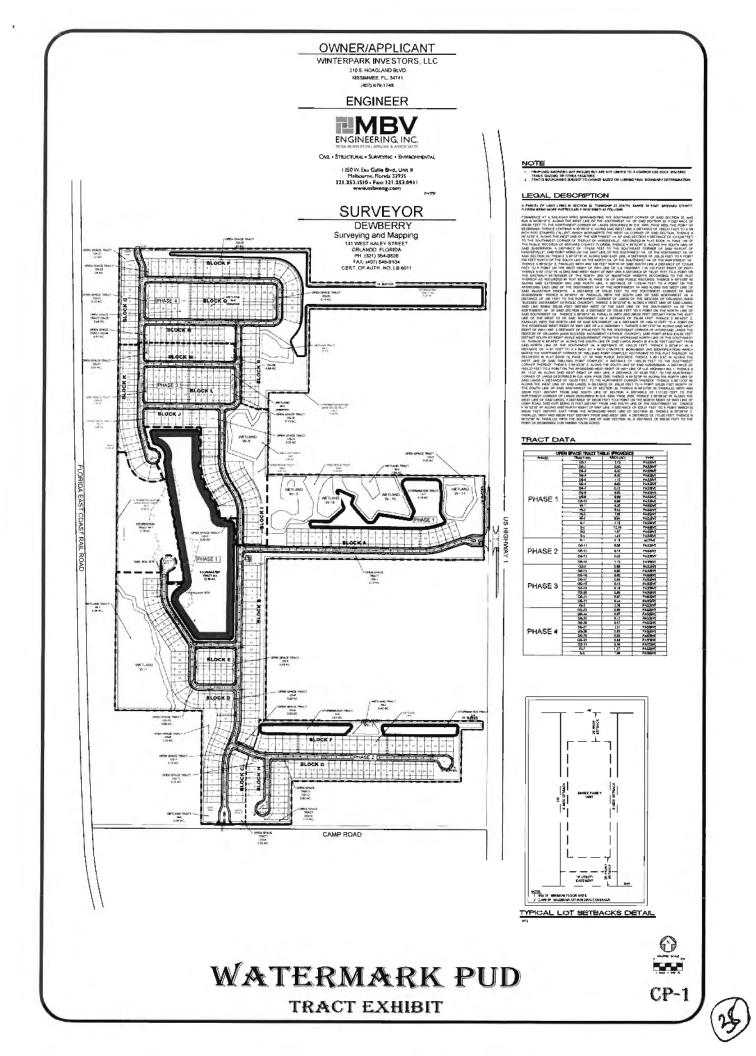
Bio-Tech Consulting Inc. Environmental and Permitting Services 3025 E. South Street Orlando, FL 32803 Ph: 407-894-5969 Fax: 407-894-5970 www.bio-techconsulting.com

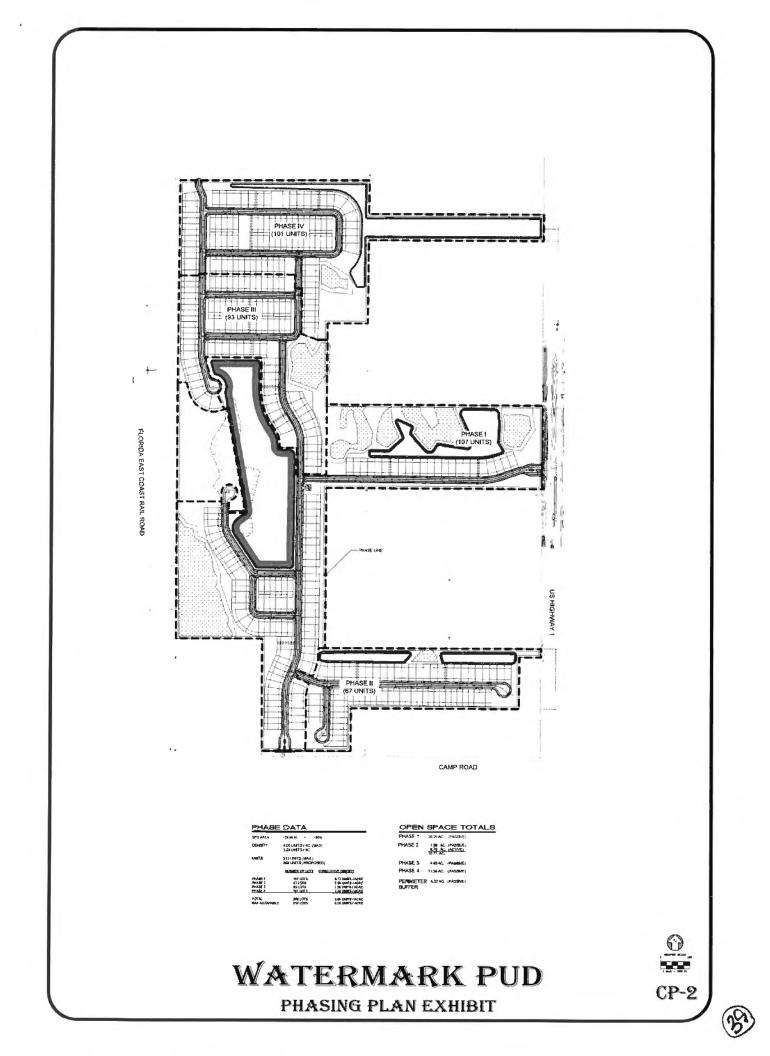
Watermark Investors Site Brevard County, Florida Exhibit 2 Wetland Adjustment Map

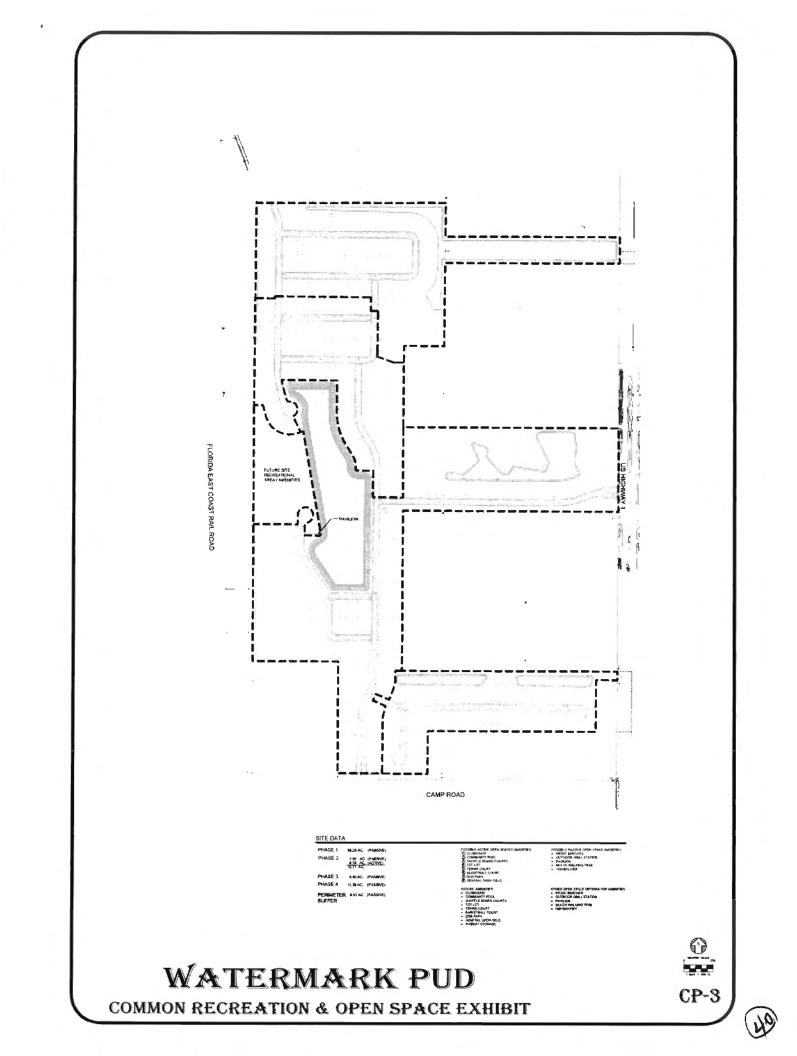


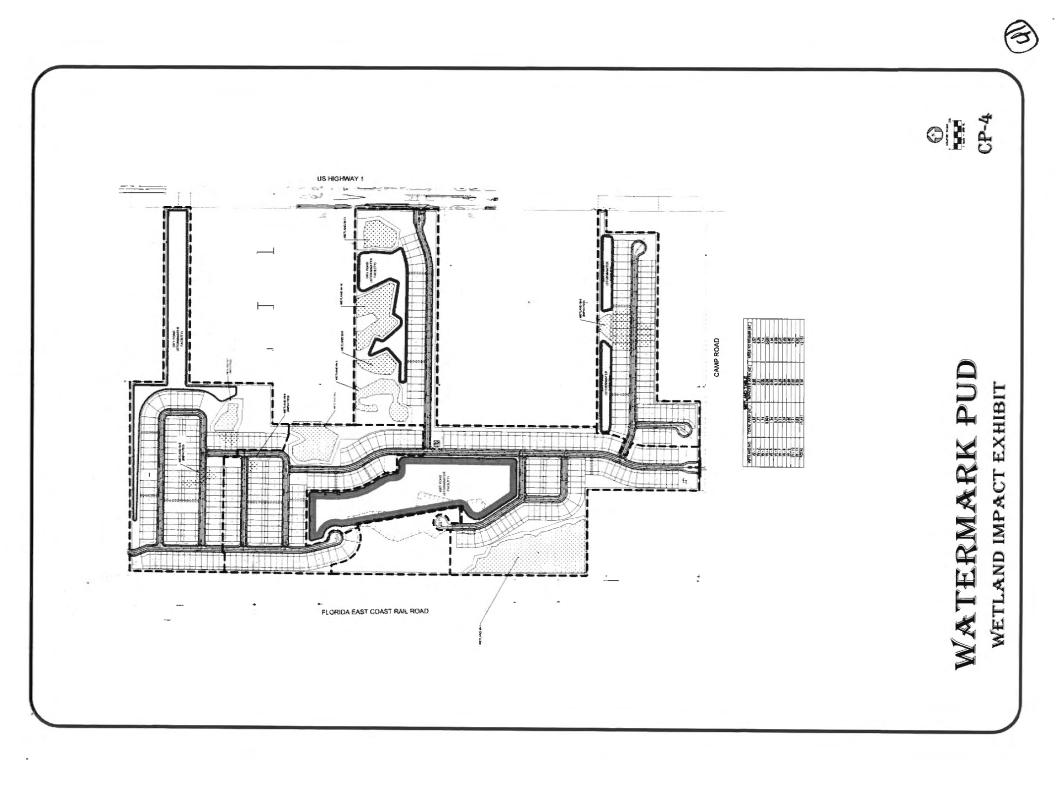
Feet Project #: 583-25 Produced By: SEB Date: 8/14/2020

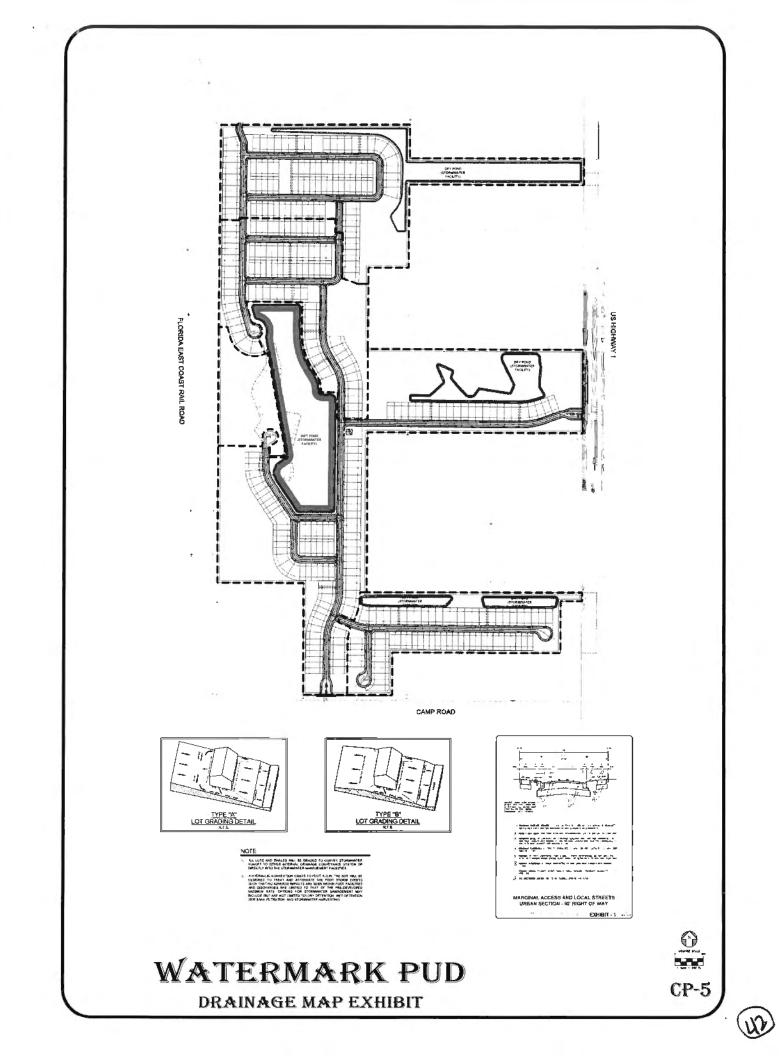












RESOLUTION NO. 18PZ00014 Corrected

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

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

Section 30, Township 23S, Range 36E, and,

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

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

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

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

Breva



by Rita Pritchett, Chair Brevard County Commission

BOARD OF COUNTY COMMISSIONERS

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

(P&Z Hearing - May 7, 2018)

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

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

Legal Description:

A parcel of land lying in Section 30, Township 23S, Range 36E, Brevard County, Florida, being more particularly described as follows: Commence at a railroad spike monumenting the SW corner of said Section 30 and run N00deg09'19"E, along the west line of the SW ¼ of said Section 30, a distance of 800 ft. to the NW corner of lands described in ORB 5505, Page 8025, the point of beginning; thence continue N00deg09'19"E, along said west line, a distance of 1.863.51 ft, to a 5/8 inch iron (stamped "Allen") which monuments the west ¼ corner of said Section; thence N00deg33'33"E, along the west line of the NW ¼ of said Section, a distance of 1,315.98 ft. to the SW corner of "Replat of Hardeeville", recorded in Plat Book 19, Page 148 of the Public Records of Brevard County, Florida; thence N89deg52'38"E, along the south line of said subdivision, a distance of 1,319.59 ft. to the SE corner of said "Replat of Hardeeville", said point being on the east line of the SW ¼ of the NW ¼ of said Section 30; thence S00dcg32'18"W, along said cast line, a distance of 229.29 ft. to a point 100 ft. north of the south line of the north ¼ of the SE ¼ of the NW 1/4; thence S.89deg'54'22''E, parallel with and 100 ft. north of said south line, a distance of 1,281.49 ft. to a point on the west right-of-way line of U.S. Hwy 1 (a 143-ft. wide right-of-way); thence S00deg13'32"W, along said west right-of-way line, a distance of 183.97 ft. to a point on the easterly extension of the north line of MacArthur Heights, according to the plat thereof, as recorded in Plat Book 16, Page 135 of said Public Records; thence N89deg51'08"W, along said extension and said north line, a distance of 1,219.48 ft. to a point on the aforesaid east line of the SW ¼ of the NW ¼ and along the west line of said MacArthur Heights, a distance of 578.30 ft. to the SW corner of said subdivision; thence N89deg46'51"W, parallel with the south line of said NW ¼ a distance of 280 ft. to the NW corner of lands of the Diocese of Orlando (A/K/A Blessed Sacrament Catholic Church); thence S00deg32'18"W along a west line of said lands, said line being 280 ft. distant west of the east line of the SW ¼ of the NW ¼ of said Section 30, a distance of 329.56 ft. to a point on the north line of said SW 1/4; thence S00deg08'31"W, parallel with and 280 ft. distant from the east line of the west 1/2 of said SW ¼, a distance of 234.66 ft.; thence S89deg46'51"E, parallel with the north line of said SW ¼, a distance of 1,504.12 ft. to a point on the aforesaid west right-of-way line of U.S. Hwy 1; thence S00deg13'32"W, along said west right-of-way line, a distance of 579 ft. to the SE corner of aforesaid lands The Diocese of Orlando (A/K/A Blessed Sacrament Catholic Church), said point being 814.06 ft. distant south, by right angle measurement, from the aforesaid north line of the SW ¼; thence N89deg46'51"W, along the south line of said lands which is 814.06 ft. distant from said north line of the SW ¼, a distance of 1,503.25 ft.; thence S00deg08'31"W, a distance of 14.67 ft. to a 4"x4" concrete monument (no identification) which marks the NW corner of Williams Point Complex according to the plat thereof, as recorded in Plat Book 19, Page 121, of said Public Records; S00deg13'32"W, along the west line of said Williams Point Complex, a distance of 1,095.39 ft. to the SW corner thereof; thence S89deg53'28"E, along the south line of said subdivision, a distance of 1,503.23 ft. to a point on the aforesaid west right-of-way line of U.S. Hwy 1; thence S00deg13'32"W, along said west right-of-way line, a distance of 59.80 ft. to the NE corner of lands described in ORB 4269, Page 2305; thence N89deg52'38"W, along the north line of said lands, a distance of 150 ft. to the NW corner thereof; thence S00deg13'32"W, along the west line of said lands, a distance of 358.20 ft. to a point 320 ft. north of the south line of said SW ¼ of Section 30; thence N89deg52'38"W, parallel with and 320 ft. distance from said south line of Section, a distance of 1,171.02 ft. to the NW corner of lands described in ORB 5294, Page 2038; thence S00deg08'24"W, along the west line of said lands, a distance of 295 ft. to a point on the north right-of-way line of Camp Rd., said point being 25 ft. distance from said south line of the SW ¼; thence N89deg52'38"W, along said north right-of-way, distance of 620.61 ft. to a point which is 600 ft. distant east from the aforesaid west line of Section 30; thence N00deg09'19"E, parallel with and 600 ft. distance from said west line, a distance of 775 ft.; thence N89deg52'38"W, parallel with the south line of said Section 30, a distance of 600 ft. the point of beginning; containing 129 +/- acres. Located on the west side of U.S. Hwy 1, approx. 0.22 mile south of Broadway Blvd. (Tax parcel 251 = 5082 & 5083 Persimmon Ln., Cocoa; Tax Parcel 252 = No assigned address; Tax Parcel 258 = 5135 & 5145 N. U.S. Hwy 1, Cocoa.)

School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699 Mark W. Mullins, Ed.D., Superintendent



December 6, 2019

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

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

Dear Mr. Harris,

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

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

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

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

An Equal Opportunity Employer



FISH Capacity (including relocatables) from the

Financially Feasible P	lan Data and Analysis fo	r School `	Years 20	18-19 to 2	2023 - 24
School	2019-20	2020-21	2021-22	2022-23	2023-24
Fairglen	789	789	789	789	789
Cocoa	1,782	2,052	2,052	2,052	2,052

Projected Student Membership

School	2019-	20	2020-21	2021-22	2022-23	2023-24
Fairglen	6	75	680	705	732	745
Cocoa	1,5	82	1,670	1,762	1,882	1,929

Students Generated by Previously Issued SCADL Reservations

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

Cumulative Students Generated by

Proposed Development

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

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

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

Projected Available Capacity =

FISH Capacity - Total Projected Student Membership

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

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

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

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

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

Projected Student Membership

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

Students Generated by Previously Issued SCADL Reservations

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

Cumulative Students Generated by

Proposed Development

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

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

School	2019-20		2021-22	0000 00	9092-04
· · · · · · · · · · · · · · · · · · ·	2019-20	2020-21	4041-44	2022-23	
Cambridge	659	667	667	689	726
Space Coast	1,590	1,612	1,593	1,576	1,596

Projected Available Capacity = FISH Capacity - Total Projected Student Membershin

1 IOII C	supricity rountrojecteur	vince in the	officer st	np	
School	2019-20	2020-21	2021-22	2022-23	2023-24
Cambridge	106	98	98	76	39
Space Coast	267	245	264	281	261

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

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

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

Sincerely,

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David G. Lindemann, AICP
 Director – Facilities Planning & Intergovernmental Coordination
 Planning & Project Management, Facilities Services

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



	Summary	-			1-1-2	2018-19	1. 1. C. L.	14	2019-20			2000-21	Section 1		2021-22			2022-23	2	-	2023-24
Highest Utilization Elemen						107%			105%			99%			99%			100%			99%
Highest Utilization Middle						87%			92%			92%			100%			99%			98%
Highest Utilization Jr / Sr I						88% 95%			96%			86%			86%			92%			94%
Highest Utilization High Sc	TROKIES.											99%			100%						99%
				Sch	ool Year 201	Contraction of the	Scho	voi Year 2019	Second Laboration	Sette	ol Year 2020	Concerns of the local division of the local	Sch	col Year 2021	10.000.011	Scho	xol Year 2022	-23	Scho	ol Year 2023	-24
School	Туре	Grades	Utilization Factor	FISH Capecity	10/12/18 Member- ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FIDH Gapacity	Student Projection	Tiples) Comparing United	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
		1						Elemer	tary Sch	ool Concur	rency Sei	rvice Are	as								
New Central Elementary	Elementary	K-6	100%	100	-340	0%	0.285	1304	0%	970	515	191	970	639	66%	970	788	81%	970	788	81%
Allen	Elementary	PK-6	100%	751	711	95%	751	717	1254	754	703		751	725	97%	751	716	95%	751	703	94%
Andersen	Elementary	K-6	100%	684	720	81%	884	706	80%	454	1940		684	686	78%	884	699	79%	884	706	80%
Apollo Atlantis	Elementary	PK-6	100%	902 739	847	347	902 739	861 693			100	1011	902	895 689		902	901 658	89%	924 739	905 641	87%
Audubon	Elementary	PK-6	100%	761	536	70%	761	538	71%	1	100		761	485	64%	761	476	63%	751	483	63%
Cambridge	Elementary	PK-6	100%	765	661	86%	765	659	88%		-		765	624	82%	765	616	81%	765	623	81%
Cape View	Elementary	PK-6	100%	548	381	70%	548	368	67%	-	34		548	328	60%	548	320	58%	548	327	60%
Carroll	Elementary	K-6	100%	751	664	88%	751	661	88%	701	-		751	597	79%	751	595	79%	751	581	77%
Challenger 7	Elementary	PK-6	100%	573	571	100%	595	577	97%	36	541		596	526	88%	595	518	87%	595	502	84%
Columbia	Elementary	PK-6	100%	751	478	64%	751	449	60%	701	408		751	446	59%	751	447	60%	751	437	58%
Coquina	Elementary	K-6	100%	711	515	72%	711	462	65%	711	10		711	404	57%	711	374	53%	711	367	50%
Creel	Elementary	PK-6	100%	1,154	845	73%	1,154	853	74%	1.154	-	Lotte	1,154	876	76%	1,154	919	80%	1,154	932	81%
Croton	Elementary	PK-6	100%	795	552	69%	795	538	68%	755	-580		795	621	78%	795	626	79%	795	621	78%
Discovery	Elementary	PK-6	100%	980	644	66%	980	606	62%	980	367		980	577	59%	980	592	60%	980	682	60%
Endeavour	Elementary	PK-6	100%	990	662	87%	990	649	88%	980	(数)()		990	590	60%	990	569	57%	990	573	68%
Entorprise	Elementary	K-6	100%	729	599	82%	729	620	85%	120	805		729	615	84%	729	632	87%	729	643	88%
Fairglen	Elementary	PK-6	100%	789	681	86%	789	675	86%	710	-		789	705	89%	789	732	93%	786	745	944
Gemini	Elementary	K-6	100%	711	468	66%	711	467	66%	717		_	711	430	60%	711	417	59%	711	418	89%
Golfview	Elementary	PK-6	100%	777	555	71%	TTT	517	67%	100	100		m	510	66%	777	512	66%	717	503	85%
Harbor City Holland	Elementary	PK-6 PK-6	100%	629 605	371	82%	629 605	365 510	58% 84%		347		629 605	345 507	55% 84%	629 605	366 509	58% 84%	629	362 511	58% 84%
Imperial Estates	Elementary	K-6	100%	729	639	88%	729	630	86%	120	0.0		751	636	85%	773	629	81%	605 773	611	79%
Indialantic	Elementary	K-6	100%	798	740	00.78	798	737	00.78	1 Years	105		798	740	0078	796	750	0170	798	765	1974
Jupiter	Elementary	PK-6	100%	930	728	78%	930	686	74%	ebn.	7/0	-	930	795	85%	930	828	89%	930	856	
Lockmar	Elementary	PK-6	100%	892	689	78%	882	674	76%	100		3.2-	692	655	73%	892	684	77%	892	677	76%
Longleaf	Elementary	PK-6	100%	790	647	82%	790	646	82%	700	616.		790	605	77%	790	591	75%	790	588	74%
Manateo	Elementary	K-6	100%	954	949	99%	954	950	100%	964	805	-	954	801	84%	954	803	84%	954	782	82%
McAuliffe	Elementary	PK-6	100%	918	777	85%	918	763	83%	818	565	110	918	655	71%	918	604	66%	918	598	65%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	868	78%	1,114	847	76%	1,914	851		1,114	886	80%	1,114	943	85%	1,114	978	88%
Meadowlane Primary	Elementary	K-6	100%	824	626	76%	824	637	37%	624	100	0110	824	682	83%	824	702	85%	824	704	85%
Mila	Elementary	PK-6	100%	707	465	66%	707	449	64%	707	442		707	447	63%	707	447	63%	707	483	68%
Mims	Elementary	PK-6	100%	725	479	66%	725	472	65%	萍	VID		725	458	63%	725	485	67%	725	478	86%
Oak Park	Elementary	PK-6	100%	968	723	75%	968	675	70%		100	1000	968	637	66%	968	629	65%	968	622	64%
Ocean Breeze	Elementary	PK-6	100%	554	532	81%	654	524	B0%	.55	101		654	497	76%	654	490	75%	654	490	75%
Palm Bay	Elementary	PK-6	100%	1.005	615	61%	1,005	607	60%	1,005	622		1,005	598	60%	1,005	649	65%	1,005	683	68%
Pinewood Port Malabar	Elementary	PK-6	100%	569 852	517	91% 81%	569 852	506 682	89%	1		- 74	591 852	512 607	87%	635 852	518 613	82%	679 852	530 604	78%
Ouest	Elementary	PK-6	100%	1.022	1,089	107%	1,088	1,144	80%	4.515	100		1,068	947	71% 87%	1,068	875	72% 80%	1,088	674	80%
Riviera	Elementary	PK-6	100%	1.022	692	89%	777	687	88%	72	104		965	847	0/74	865	852	00%	865	844	OUT NO.
Roosevelt	Elementary	X-6	100%	599	380	63%	599	360	60%	- 41			599	331	55%	599	324	54%	599	322	54%
Sabal	Elementary	PK-6	100%	785	538	69%	785	533	68%	305	OIN.		785	507	65%	785	494	63%	785	485	62%
Saturn	Elementary	PK-6	100%	976	853	87%	976	877	-90%			-	976	933	- 26%	996	987	99%	1,086	1.070	2011
Sea Park	Elementary	PK-6	100%	461	321	70%	461	333	72%	-		-	461	302	66%	461	335	73%	461	350	76%
Sherwood	Elementary	PK-6	100%	609	456	75%	609	442	73%	-	44		609	410	67%	609	407	67%	609	423	69%
South Lake	Elementary	K-6	100%	481	311	65%	437	348	80%	11	346		437	348	80%	437	348	80%	437	348	80%
Sunrise	Elementary	PK-6	100%	913	820	90%	913	800	88%	#18	808		913	844	92%	913	883	97%	935	914	ante :
Suntree	Elementary	K-6	100%	755	675	89%	755	655	87%	765	-	1.42	755	515	68%	755	498	66%	755	517	68%
Surfside	Elementary	K-6	100%	541	460	85%	541	456	84%	541	442		541	421	78%	541	420	78%	541	392	72%
Tropical	Elementary	K-6	100%	910	825	91%	910	821	30%	890 614	9.0		910	829	- 91%	910	813	89%	910	832	91%
Tumer	Elementary	PK-6	100%	874	562	64%	874	519	59%		821		874	509	58%	874	502	57%	874	516	59%
University Park	Elementary	PK-6	100%	811	473	58%	811	489	60%	851	666		811	672	83%	811	721	89%	811	703	87%
Vestside	Elementary	K-6	100%	857	769	90%	857	724	84%		100	and a	857	737	86%	857	829	97%	901	892	20%
Williams	Elementary	PK-6	100%	715	582	81%	715	568	79%	715	201		715	530	74%	715	521	73%	715	508	71%
Elementary Totals				41,810	33,169		41,864	32,732		42.254	32ATT		42,956	32,693	And the second second	43,044	33,156		43,264	33,392	

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

Facilities Services / DGL

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April 22, 2019

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Brevard Public Schools



							Ne les	Midd	le Schoo	I Concurren	cy Servie	ce Areas	1	-		1		- Ton 7.8			
Central	Middleo	7-8	90%	1,525	1,193	78%	1.525	1,195	78%	1.525	1.2	1010	1,525	1,230	81%	1.525	1,195	78%	1,525	1,207	79%
DeLawa	Middle	7.8	90%	939	819	87%	939	828	88%	930	633	2011	939	960	22%	939	874	93%	939	832	89%
Hoover	Middle	7.8	90%	659	506	77%	659	500	76%	650	812		659	512	78%	659	502	76%	659	494	75%
Jackson	Middle	7.8	90%	654	548	84%	654	548	84%	454	604		654	637	37%	674	664	d6%	713	696	NO.
Jefferson	Middle	7.8	90%	854	660	77%	854	662	78%	354	631	1472	854	595	70%	854	573	67%	854	530	62%
Johnson	Middle	7.8	90%	1,000	736	74%	1.000	746	75%	1,000	616		1.000	797	80%	1.000	764	76%	1.000	761	76%
Kennedy	Middle	7.8	90%	813	611	75%	813	621	76%	813	675		813	688	85%	813	739	21%	813	717	88%
Madison	Middle	7.8	90%	743	492	66%	743	496	57%	743	401	15270	743	465	63%	743	455	61%	743	475	64%
McNair	Middle	7-8	90%	611	400	79%	611	565	-02%	511	639		611	528	86%	611	552	90%	611	569	11.9%
Southwest	Middle	7.8	90%	1,177	633	71%	1,177	838	71%	1,177	544		1,177	957	81%	1,177	930	79%	1,177	929	79%
Stone	Middle	7-8	90%	1.024	791	77%	1,024	824	80%	1,044	101	100	1,044	1,041	100%	1.044	975	93%	1,044	965	GAN
Middle Totals	1			9,999	7,689		0,999	7,823	- 13	10,019	171		10,019	8,310	-	10,039	8,223		10,078	8,197	
	1912-1911-1	CT/M	-			and the second second	Ju	nior / Sen	ior High	School Con	currency	Service	Areas	-	-		1				
Cocoa	Jr / Sr High	PK 7-12	90%	1,782	1,577	88%	1,782	1.582	89%	2,052	1.070	A1.8	2,052	1,762	86%	2.052	1,882	07%	2.052	1,929	12414
Cocos Beach	Jr / Sr High	7.32	90%	1,466	1.013	69%	1,466	1.007	10%	1.405	977	100	1,466	975	67%	1,466	950	65%	1,465	924	63%
Space Coast	Jr / Sr High		90%	1.857	1,586	85%	1.857	1,590	86%	1.857	1.588	1000	1.857	1,556	84%	1.857	1.513	81%	1.857	1,507	81%
Jr / Sr High Totals	in or court		0010	5,105	4,176		5,105	4,179	0078	5.375	4.211	_	5,375	4,293	04.0	5,375	4,345	0170	5,375	4,360	OT RE
or r or rugh rotais				9,100	9,110		0,100	4,178		9,97B			3,3/5	4,293	Contraction In	5,3/5	4,345		3,3/3	4,360	
								Senior H	ligh Sch	ool Concurr	ency Ser	vice Are	as								
Astronaut	High	9.12	95%	1,446	1,076	74%	1,446	1,081	75%	1,446	1,101	7400	1,445	1,144	79%	1,446	1,176	81%	1,446	1,189	82%
Bayside	High	9-12	95%	2.235	1,706	76%	2,235	1,650	74%	2,285	1,001	14/14	2,235	1,790	80%	2,235	1,901	85%	2,235	2.009	90%
Eau Gallin	High	PK, 9-12	95%	2,232	1,676	75%	2,232	1,687	76%	2,232	2,003	75%	2,232	1,770	79%	2,232	1,809	81%	2,232	1,832	82%
Heritage	High	9-12	95%	2,314	1,831	79%	2.314	1,807	78%	2,314	1,008.		2,314	1,966	85%	2,314	2,041	88%	2,314	2,059	89%
Melbourne	High	9-12	95%	2,356	2,113	90%	2,356	2,134	410	2,356	244		2,356	2,353	100%	2,474	2,455	99%	2,617	2,476	BOW.
Mernitt Island	Migh	PK, 9-12	95%	1,915	1,542	81%	1,915	1,555	81%	1.913	1.071	100	1,915	1,577	82%	1,915	1,598	83%	1,915	1,583	83%
Palm Bay		PK, 9-12	95%	2,613	1,543	59%	2.613	1.583	61%	2,813	1,705	2014	2,613	1,796	69%	2,613	2,011	77%	2,613	2,134	82%
Rockledge	High	9.12	95%	1,701	1,516	89%	1,701	1,520	69%	3,201	1,541		1,701	1,583	93%	1,701	1,599	94%	1,701	1.657	37%
Satelite		PK, 9-12	95%	1,516	1,328	88%	1,516	1,345	89%	1,516	1,371		1,516	1,383	91%	1,516	1,387	91%	1,516	1,392	174
Titusville	High	9-12	95%	1,872	1.381	74%	1.872	1,343	72%	1.812	1,411	159	1,872	1,456	78%	1,872	1,590	85%	1,872	1.677	90%
Viera	High	PK, 9-12	95%	2,277	2,157	93%	2,277	2,195	- Billion 17	2.20		100	2,467	2,445	995	2,609	2,605	100%	2,690	2,662	5517
High Totals				22,477	17,869		22,477	17,900	-	22,477	11,462		22,867	19,263	100	22,927	20,172		23,141	20,870	
							9	schoole of	Choice	(Not Concur	roney Se	anuica Ar	(969		-						
Freedom 7	Elementary	K-6	100%	475	387	81%	475	414	87%	475	and the	A TEA TH	475	414	87%	475	414	87%	475	414	67%
Stevenson	Elementary	5.6	100%	569	506	89%	569	509	80%	305	500	and and	569	509	89%	569	509	89%	569	509	89%
West Melbourne	Elementary	K-6	100%	618	553	89%	618	552	89%		552	-	618	552	89%	618	509	89%	618	509	89%
Edgewood	Jr / Sr High	7.12	90%	1.072	948	88%	1.072	950	89%	1.072	550	-	1,072	950	89%	1.072	950	89%	1.072	950	89%
West Shore	Jr / Sr High	7.12	90%	1,264	953	75%	1,264	956	76%	1.000	966	7238	1,264	956	76%	1,264	956	76%	1,264	950	76%
Schools of Choice				3,998	3.347		3,898	3,301		1000	3.001	-	3,995	3,381		3.998	3,381	144	3.998	3,381	T NO PR
															-						
Brevard Totals				83,389	66,230		83,433	66,015	The survey of the second	14,863	10,778		\$5,015	67,940		\$5,383	69,277		85,856	70,000	

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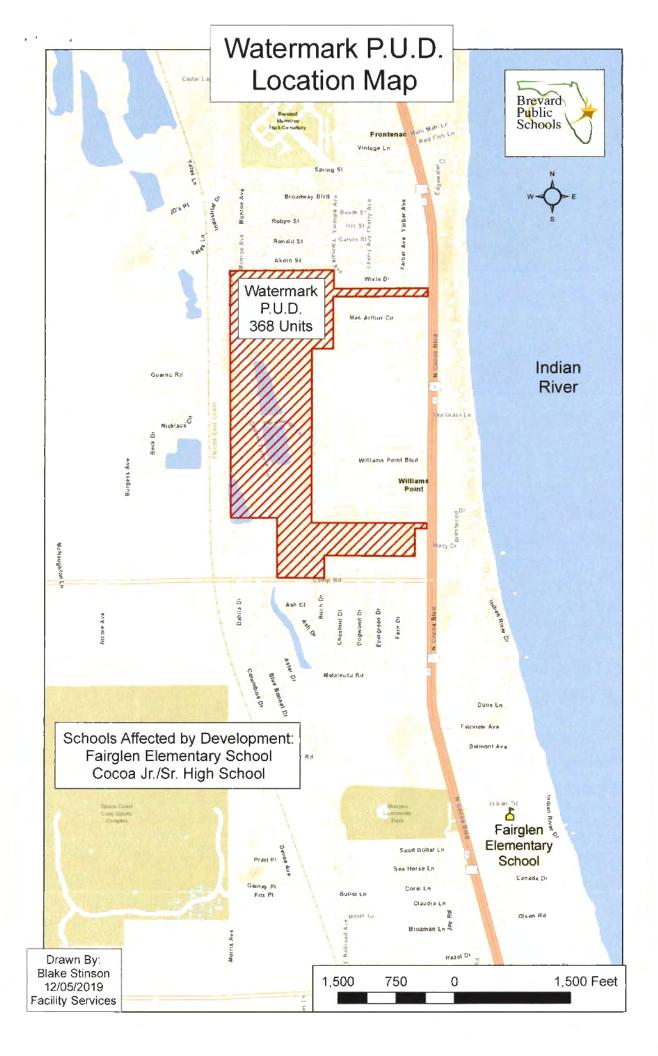
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 Brevard Totals
 B3,349
 66,230
 B3,433
 66,015
 Bases
 B4,759
 84,016
 67,940
 B5

 Notes
 1
 FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2016-19 are reported from the FISH database as of October 10, 2018.
 Sudent Membership is reported from the FisH final Membership Court (101/2118).
 Over SchoolSte EuroIntern Forecation Excession Courts (Local Sectionales hum atudent populations by analyzing the following date
 Over SchoolSte EuroIntern Forecation Kindbership School Courts (Local Courts Local Courts Local Courts Local Courts Local Courts Local Courts areas.
 Sudent Membership School Concurrency Student Courts (Local Courts Local Courts School Courts

April 22, 2019

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6)

Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

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



7/16/2019

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7/16/2019

Detail by Entity Name

Changed: 12/19/2017

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Mailing Address

N

210 SOUTH HOAGLAND BOULEVARD KISSIMMEE, FL 34741

Changed: 04/27/2018

Registered Agent Name & Address

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

Name Changed: 12/19/2017

Authorized Person(s) Detail

Name & Address

Title MGR

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

Annual Reports

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

Document Images

search.sunbiz org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=WATERMARKINVESTORS L170001924360&aggregateId=ftal-1170... 2/3

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

WATERMARK INVESTORS, LLC

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

Explanatory Statements:

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

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

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

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

ARTICLE I

FORMATION; NAME; PRINCIPAL OFFICE; PURPOSE; TERM

Section 1.1 Articles of Organization.

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

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

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

Section 1.2 Purpose.

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

Section 1.3 Term.

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

Section 1.4 Registered Office; Registered Agent and Principal Office.

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

Section 1.5 Tax Characterization.

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

Section 1.6 Title to Company Property.

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

Section 1.7 Name.

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

ARTICLE II

SOLE MEMBER; INTERESTS IN THE COMPANY; CAPITAL CONTRIBUTIONS

Section 2.1 Sole Member.

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

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

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

Section 2.2 Capital Contributions.

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

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

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



Section 2.3 Capital Accounts.

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

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

The Capital Account of each Member shall be *decreased* by:

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

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

Section 2.4 Liability of the Members.

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

Section 2.5 Establishment of Reserves.

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

ARTICLE III

ALLOCATIONS OF PROFITS AND LOSSES AND DISTRIBUTIONS

Section 3.1 Distributions Prior to Dissolution.

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

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

Section 3.2 Allocation of Profits and Losses.

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

Section 3.3 Allocation of Taxable Income and Taxable Loss.

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

Section 3.4 Distributions Upon Dissolution of the Company.

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

ARTICLE IV

MANAGEMENT OF BUSINESS AND AFFAIRS OF THE COMPANY

Section 4.1 Management of Business and Affairs of the Company.

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

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

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

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

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

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

Section 4.2 Officers.

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

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

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

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

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

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

Section 4.4 Indemnification.

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

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

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

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

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

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

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

Section 4.5 Exculpation.

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

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

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

ARTICLE V

TRANSFERS AND WITHDRAWALS

Section 5.1 Transfers.

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

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

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

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

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

ARTICLE VI

DISSOLUTION OF THE COMPANY

Section 6.1 Dissolution.

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

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

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

Section 6.2 Liquidation and Termination.

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

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

ARTICLE VII

BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS; BANKING ARRANGEMENTS

Section 7.1 Books, Records and Reports.

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

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

Section 7.2 Bank Accounts, Checks and Drafts.

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

Section 7.3 Fiscal Year; Methods of Accounting.

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 No Third Party Beneficiaries.

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

Section 8.2 Ownership and Waiver of Partition and Valuation.

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

Section 8.3 Waiver of Right to Judicial Dissolution.

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

Section 8.4 Severability of Provisions.

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

Section 8.5 Rules of Construction.

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

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

Section 8.6 Notices.

All notices and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given on the date of delivery if personally delivered to the recipient thereof, five (5) days after mailing if mailed first class, postage prepaid, or one (1) day after mailing if sent by nationally recognized overnight courier, to the Manager, Member, or the Company at the addresses shown on the records of the Company, or to such other address as may be designated in writing from time to time by such party.

Section 8.7 Entire Agreement; Amendments.

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

Section 8.8 Applicable Law.

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

Section 8.9 Legal Representation.

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

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

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

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

[signatures appear on the following page]

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

SOLE MEMBER:

JTD LAND COMPANY, LLC

By James B. Davis, Jr., its Manager

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

MANAGER:

there Pexa Craig C. Harris



AMENDED AND RESTATED

OPERATING AGREEMENT

OF

WATERMARK INVESTORS, LLC

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

Exhibit A

Name and Address	Initial Capital	Contribution	Number of Units
JTD LAND COMPANY, LLC 210 South Hoagland Boulevard Kissimmee, Florida 34741	\$ <u>[</u>]	1,000



1 A

.



Parcel ID

Property Use

Taxing District

Exemptions

Total Acres

Subdivision

Site Code

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay PROPERTY DETAILS Phone: (321) 264-6700 https://www.bcpao.us

Account Owners Mailing Address Site Address 2317197 Watermark Investors LLC 210 Hangar Rd Kissimmee FL 34741 5082 Persimmon Ln Cocoa FL 32927 5083 Persimmon Ln Cocoa FL 32927 23-36-30-00-251 0818 - Two OR Three Mobile Homes (Not A Park) None 1900 - Unincorp District 1 108.63 --0300 - U S 1

Land Description

Plat Book/Page

0000/0000 S 100 Ft Of N 331.2 Ft Of SE 1/4 Of NW 1/4,Sw 1/4 Of NW 1/4,W 1/2 Of SW 1/4 And Pt Of SE 1/4 Of SW 1/4 & Pt Of SW 1/4 Of SW 1/4 As Desc IN Db 221 Pg 252 Exc S 1/4 Of E 280 Ft Of SW 1/4 Of NW 1/4; N 2327.69 Ft Of E 280 Ft Of W 1/2 Of SW 1/4, W 600 Of S 800 Ft Of W 1/2 Of SW 1/4, Orb 3268 Pg 1150 & Rd R/W Pars 259, 501, 506

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

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

BUILDINGS PROPERTY DATA CARD #1

Building Use: 0264 - Manufactured Home Not Suitable For Occupancy

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

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Brevard County Property Appraiser Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

ALA When.	
Account	2317198
Owners	Watermark Investors LLC
Mailing Address	210 Hangar Rd Kissimmee FL 34741
Site Address	Not Assigned
Parcel ID	23-36-30-00-252
Property Use	0009 - Vacant Residential Land (Single Family, Unplatted)
Exemptions	None
Taxing District	1900 - Unincorp District 1
Total Acres	2.50
Subdivision	-

-

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

R/W

Land Description

VALUE SUMMARY

	VAL	UE SUMMARY		
Category		2020	2019	2018
Market Value		\$9,380	\$9,380	\$6,250
Agricultural Land Value		\$0	\$0	\$0
Assessed Value Non-School		\$7,550	\$6,870	\$6,250
Assessed Value School		\$9,380	\$9,380	\$6,250
Homestead Exemption		\$0	\$0	\$0
Additional Homestead		\$0	\$0	\$0
Other Exemptions		\$0	\$0	\$0
Taxable Value Non-School		\$7,550	\$6,870	\$6,250
Taxable Value School		\$9,380	\$9,380	\$6,250
	SAL	ES/TRANSFERS		
Date	Price	Туре	Parcel	Deed
10/30/2017	\$1,600,000	WD	Vacant	8016/2134
10/24/2016		SD	Improved	7750/1553

No Data Found

WD

WD

QC

Vacant

Vacant

07/22/2005

02/06/2002

01/01/1953

5505/8026

4531/2103

0369/0557



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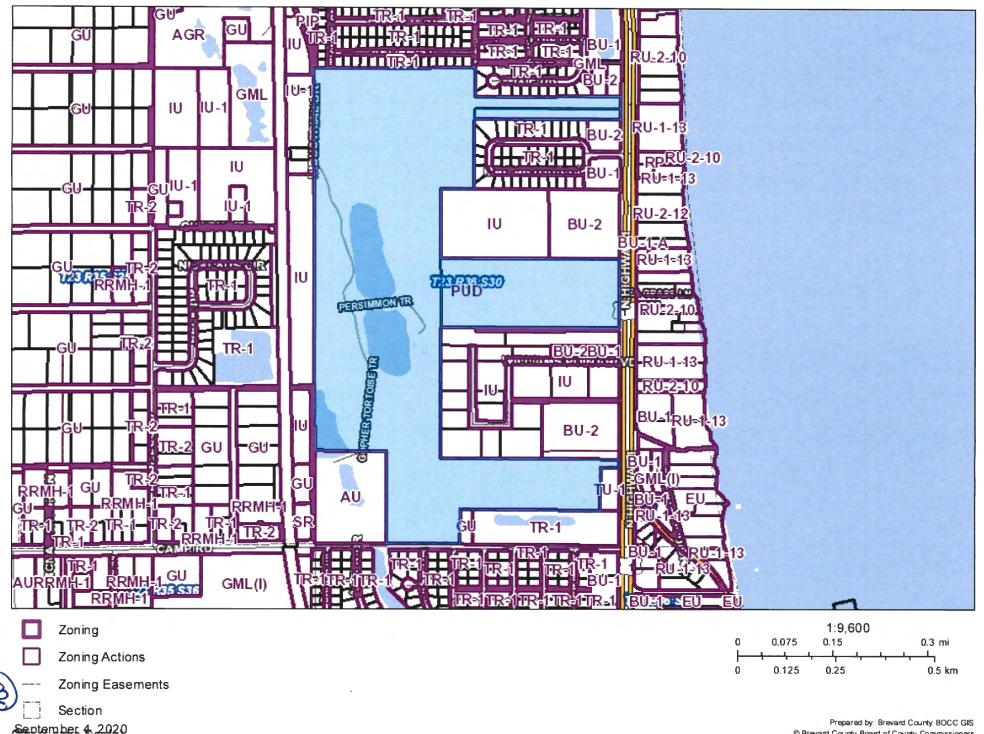
PROPERTY DETAILS

Account	3017165		
Owners	Watermark Investors LLC		
Mailing Address	210 Hangar Rd Kissimmee FL 34741		
Site Address	Not Assigned		
Parcel ID	23-36-30-00-510		
Property Use	1000 - Vacant Commercial Land		
Exemptions	None		
Taxing District	1900 - Unincorp District 1		
Total Acres	20.00		
Subdivision	-		
Site Code	0300 - U S 1		
Plat Book/Page			
	S 579.40 Ft Of N 814.06 Ft Of NE 1/4 Of SW 1/4 Also		
Land Description	Incl E 280 Ft Of S 579.40 Ft Of N 814.06 Ft Of NW 1/4		
	Of SW 1/4 All Lying W Of US Hwy 1, Par 505		
	VALUE SUMMARY		
Category	2020	2019	
	2 000.000		

Category		2020	2019	2018
Market Value		\$283,680	\$283,680	\$283,680
Agricultural Land Value		\$0	\$0	\$0
Assessed Value Non-School		\$283,680	\$283,680	\$283,680
Assessed Value School		\$283,680	\$283,680	\$283,680
Homestead Exemption		\$0	\$0	\$0
Additional Homestead		\$0	\$0	\$0
Other Exemptions		\$0	\$0	\$0
Taxable Value Non-School		\$283,680	\$283,680	\$283,680
Taxable Value School		\$283,680	\$283,680	\$283,680
	SAI	_ES/TRANSFERS		
Date	Price	Туре	Parcel	Deed
10/27/2017	\$325,000	WD	Improved	8017/1580

No Data Found

Account #s: 2317197, 2317198 & 3017165



[@] Brevard County Board of County Commissioners