



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940

TO: LOCAL PLANNING AGENCY MEMBERS

FROM: Jeffrey Ball
Planning & Zoning Manager, Planning & Development Department

DATE: January 11, 2021

SUBJECT: Adoption of the 2020 Out of Cycle Comprehensive Plan Amendment Packet

JB

Please find attached the 2020 Out of Cycle Large Scale Comprehensive Plan Amendment Packet. The Brevard County Zoning Code Chapter 62-502 (b)(3) establishes a twice a year application deadline. The 2020-2 Comprehensive Plan amendment is the County's second Large Scale Comprehensive Plan Amendment package of 2020 that is out of cycle from the spring and fall schedule.

There is one private application being considered for Adoption in this cycle, listed below and more fully described in the attached staff comments:

- 2020 – 2.1 submitted by Brevard Tower Communications, Inc., amending the Future Land Use Element

For additional information or questions please contact Cheryl Campbell, Planner III, Planning & Development Department Phone: 633-2070, Ext: 58271 E-mail: Cheryl.Campbell@BrevardFL.gov



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department

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

February 4, 2021

Mr. Ray Eubanks,
Plan Processing Administrator
Division of Community Planning
Florida Department of Economic Opportunity
107 East Madison Street, MSC-160
Tallahassee, FL 32399-4120

Re: 2020-2.1 Out of Cycle Comprehensive Plan Amendment Adoption Package

Dear Mr. Eubanks,

Enclosed please find the Comprehensive Plan Amendment submittal package for the 2020-2 Out of Cycle Comprehensive Plan Amendment – Brevard County Amendment No. 20-02ESR. There is one private application for amendment being considered for adoption in this cycle more fully described in the attached staff report.

The Local Planning Agency held a public hearing regarding the adoption of the 2020-2. Plan Amendment package on January 11, 2021, recommending approval of Comprehensive Plan Amendment, 2020-2.1.

The Brevard County Board of Commissioners approved the adoption of the 2020-2.1 Plan Amendment package during a public hearing on February 4, 2021. Copies of the proposed amendment package have been sent to the St. Johns River Water Management District, the East Central Florida Regional Planning Council, the Florida Department of Environmental Protection, the Florida Department of Transportation (District 5), the Florida Department of State, the Florida Fish and Wildlife Conservation Commission, the Florida Department of Education, and the Florida Department of Agriculture and Consumer Services.

The plan amendment's "content and effect" is included in this mailing, with minor changes between transmittal and adoption called out in strikethrough/underline, as required by statute.

The proposed amendment package was adopted by Brevard County on February 4, 2020.

The proposed amendment package is not within an area of critical state concern.

The proposed amendment package is not within the Wekiva River Protection Area.

The proposed amendments are not being adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

The contact person for the 2020-2.1 Plan Amendment package is:

Cheryl W. Campbell, Planner III
Planning and Development Department
2725 Judge Fran Jamieson Way, Building A
Viera, FL 32940
Cheryl.Campbell@BrevardFL.gov
(321) 633-2069 - FAX (321) 633-2074

A local newspaper of general circulation is:

Florida Today
1 Gannett Plaza
Melbourne, FL 32940
(321) 259-5555

In accordance with Florida Statutes, one paper copy and two copies in Portable Document Format (PDF) on the enclosed CD-ROM of the proposed amendment package including all proposed text, maps, and support documents are sent to your office via this transmittal. If you have any questions regarding the enclosed materials, please contact Cheryl W. Campbell at the above address.

Sincerely,

Rita Pritchett, Chair
Brevard County Board of County Commissioners

Enclosures

cc: Board of County Commissioners (w/out encl.)
Frank Abbate, County Manager (w/out encl.)
Eden Bentley, County Attorney (w/out encl.)
Tad Calkins, Director, Planning and Development Department (w/out encl.)
Exec. Director, East Central Florida Regional Planning Council
Director of Planning and Public Transportation Operations, FDOT District Five
St. Johns River Water Management District
Florida Department of Environmental Protection
Florida Division of Agriculture and Consumer Services
Florida Division of Historic Resources
Florida Fish and Wildlife Conservation Commission
Florida Department of Education

**Comprehensive Plan Amendment
Out of Cycle Adoption 2020-2
DEO Brevard County Amendment
No. 20-02ESR**

**Comprehensive Plan Amendment
Brevard Tower Communications, Inc. 2020-2.1**

**PROPOSED COMPREHENSIVE PLAN AMENDMENT 2020-2.1
FUTURE LAND USE MAP SERIES
FUTURE LAND USE ELEMENT**

Request: 2020-2.1
Large Scale Comprehensive Plan Amendment (LSCPA) Future
Land Use (FLU) Map Amendment (20PZ00072)

Owner / Applicant: Brevard Tower Communications, Inc.

Location: Legal Description on File
Tax Acct Parcel a portion of # 2802674 & 2802676

District: Five (5)

Acreage: ± 17.5 acres

**Existing Land
Use Designation:** Residential 2 (RES 2) and Neighborhood Commercial (NC)

**Proposed Land
Use Designation:** Community Commercial (CC)

**Existing Zoning
Classification:** General Use (GU)

**Proposed Zoning
Classification:** Retail, Warehousing & Wholesale Commercial (BU-2)

FUTURE LAND USE MAP AMENDMENT

Description:

The applicant is seeking a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential 2 (RES 2) and Neighborhood Commercial (NC) to Community Commercial (CC) on a 17.5 acre parcel of land for the purpose of developing a recreational vehicle (RV) and boat storage facility. The subject property is located approximately 1,200 feet west of the northwest corner of Norfolk Parkway and Minton Road. The southern portion of the two parcels is currently developed with two buildings. The property currently is developed with a Future Land Use designation of RES 2 since the original Comprehensive Plan's adoption in 1988. This request is for a CC Future Land Use designation in order to construct a RV and boat storage facility.

The applicant has submitted a companion rezoning request from GU to BU-2 which will be heard at the adoption phase of this Large-Scale Comprehensive Plan Amendment request. The stated intent of the applicant is to construct a RV and boat storage facility.

The proposed CC Future Land Use designation is being sought in an area where the two parcels abut the City of West Melbourne on a portion of the east and all of the south and west. To the north, within Brevard County, is an existing single-family residence and an abutting parcel with a communication tower with Future Land Use designations of RES 2. There is vacant property to the east with Brevard County FLU designations of RES 2 and NC. The parcel also abuts vacant land within the City of West Melbourne on the east. To the south, across Norfolk Parkway, there is vacant property within the City of West Melbourne. To the west is vacant residential common area for Sawgrass Lakes Community Association Inc. also located within the City of West Melbourne.

Surrounding Uses	Current Use	Zoning	Future Land Use
North	Single-Family Residence	GU	RES 2
East	Vacant	GU, West Melbourne	RES 2, NC, West Melbourne
South	Vacant	West Melbourne	West Melbourne
West	Vacant	West Melbourne	West Melbourne

Availability of Public Facilities and Services:

Potable Water: The closest potable water line (City of West Melbourne) is located directly south of the property across Norfolk Parkway.

Sanitary Sewer: The closest force main (City of West Melbourne) is located across Norfolk Parkway.

Solid Waste: Brevard County provides solid waste collection and disposal for this area.

Parks & Recreation: The proposed land use amendment would not exceed existing park land level of service for the Central Planning Area.

Drainage: All necessary drainage and stormwater management facilities must be provided on-site by the developer and approved during the site plan and land development review process.

Transportation: The subject property is located on the north side of Norfolk Parkway. Norfolk Parkway is an Urban Major Collector road that is not included in Space Coast Traffic Planning Organizations Traffic (SCTPO) Count program. The nearest traffic count data was taken from segment 210C of Minton Road from Hield Road to Eber Boulevard. The segment was identified with a non-deficiency and is not nearing maximum capacity. The Maximum Acceptable Volume (MAV) is 39,800 with an Average Daily Trips (ADT) of 32,097. The segment has a current operating volume of 80.65%. The maximum development potential from the proposed zoning (213,444 square feet) would increase the percentage of MAV utilization by 22.85%. If fully developed, the corridor is anticipated to operate at 103.50% of capacity daily.

	ADT	PM PEAK		
Trips from Existing Zoning	19	2	Segment Number	210C
Trips from Proposed Zoning	9,114	792	Segment Name	Minton Road Hield-Eber
Maximum Acceptable Volume (MAV)	39,800	3,582	Acceptable LOS	D
Current Volume	32,097	2,889	Directional Split	0.51 N
Volume With Proposed Development	41,192	3,707	ITE CODE	
Current Volume / MAV	80.65%	80.65%	820	
Volume / MAV with Proposal	103.50%	103.50%		
Current LOS	D	D		
LOS With Proposal	D	D		
Findings	<input type="checkbox"/> Non-Deficiency		<input checked="" type="checkbox"/> Deficiency	

Conclusion: The preliminary concurrency analysis at the first level of review did indicate that the proposed zoning could cause a deficiency of adopted levels of service. Pursuant to Brevard County Code Section 62-602, a concurrency evaluation will be conducted at the site plan review stage.

Environmental Resources:

Wetlands

The subject parcel contains mapped NWI (Freshwater emergent wetlands) as shown on the NWI Wetlands map, an indicator that wetlands may be present on the property. A wetland delineation was performed in December 2019 by Andrew Conklin Environmental Services, LLC (ACES), and found approximately 0.22 acres of wetlands in the northeast corner of the parcel.

Per Section 62-3694(3), commercial and industrial land development activities shall be prohibited in wetlands contained in properties designated on the Future Land Use Map as commercial or industrial, and in surrounding upland buffers for such wetlands, except as provided below for I-95 interchanges, mitigation qualified roadways, abutting properties, and access to uplands. In no instance shall a proposed land development activity result in increased flooding on adjacent properties. Where the State does not require a buffer, wetland buffers shall be established in accordance with Section 62-3694(c)(10). Where impacts are permitted, the applicant is encouraged to propose innovative wetland preservation alternatives. Where the State does not require mitigation for any wetland impact, mitigation shall be provided to meet the County's no net loss policy as defined in Section 62-3696. Any permitted wetland impacts must meet the requirements of Sections 62-3694(e) including avoidance of impacts, and 62-3696. The applicant is encouraged to contact NRM at 321-633-2016 prior to any site plan design or permit submittal.

Historic Resources:

There are no previously recorded cultural or historic resources on this property according to the Florida Master Site File.

Comprehensive Plan Policies/Comprehensive Plan Analysis:

Staff findings of fact are shown in italics.

Notice: *The Comprehensive Plan establishes the broadest framework for reviewing development applications and provides the initial level of review in a three layer screening process. The second level of review entails assessment of the development application's consistency with Brevard County's zoning regulations. The third layer of review assesses whether the development application conforms with site planning/land development standards of the Brevard County Land Development Code. While each of these layers individually affords its own evaluative value, all three layers must be cumulatively considered when assessing the appropriateness of a specific development proposal.*

Future Land Use Element Policies

The following policies pertain to this future land use planning activity.

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:

- 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;

There is a historical land use pattern of residential land use to the north, west and south of the subject site. Undeveloped property is located to the

east with Brevard County FLU designations of RES 2 and NC. The subject parcel also abuts undeveloped land within the City of West Melbourne on the east with Low-Density Residential (LD-RES), Institutional (INST) and Commercial (COM) Future Land Use designations.

2. actual development over the immediately preceding three years; and

There has not been any actual development on surrounding properties within the preceding three (3) years.

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

There have been no development approvals for surrounding properties within the past three (3) years that have not yet been constructed.

Role of the Comprehensive Plan in the Designation of Commercial Lands

Policy 2.1

The Comprehensive Plan takes into consideration broad criteria for evaluating requests for commercial land use designations within Brevard County. At a minimum, these criteria address the following:

Criteria:

A. Overall accessibility to the site;

The subject parcel has frontage on Norfolk Parkway, an east west Urban Major Collector road providing access to the Sawgrass Lakes community to the west. Minton Road, an urban principal arterial road is located approximately one quarter (1/4) of a mile to the east.

The subject property has direct access to Norfolk Parkway which is an Urban Major Collector road.

B. Compatibility and inter-connectivity with adjacent adopted Future Land Use designations and land uses;

East of the subject property is undeveloped land within the City of Melbourne. Inter-connectivity with adjacent properties in the City of West Melbourne would be addressed during the site plan review.

C. Existing commercial development trend in the area;

Approximately three quarters (3/4) of a mile southeast of the subject parcel at the intersection of Minton and Palm Bay Road there is a cluster of retail shops to include a large grocery store and various banks.

- D. Fundamental changes in the character of an area prompted by infrastructure improvements undertaken by the County;

There are no fundamental changes in character within this area prompted by County infrastructure improvements.

- E. Availability of required infrastructure at/above adopted levels of service;

The subject site is not serviced by County or municipality water or sanitary sewer. The closest potable water line and sewer force main (City of West Melbourne) is located directly south of the property across Norfolk Parkway. It should be noted that the City of West Melbourne will not provide water or sewer to the site unless it is annexed into the City. Due to developmental concerns associated with this closed landfill site (see staff comments under Policy 2.1 H on page 7), annexation into the City of West Melbourne is not desired by the City.

There is no data available for the preliminary transportation concurrency analysis along Norfolk Parkway, an Urban Major Collector road; however, there is data for Minton Road located approximately ¼ mile east of the subject parcel. This segment indicates that Minton Road from Hield Road to Eber Boulevard has a maximum acceptable volume (MAV) of 39,800. Brevard County defers to the Space Coast Transportation Planning Organization's (TPO's) traffic count program, which indicates that in 2018 the roadway's trips were at 80.65% of the MAV. With this Future Land Use change to Community Commercial (CC) the subject parcel at its highest use, would increase the Maximum Acceptable Volume (MAV) to 103.50%. Currently, Minton Road has a Level of Service (LOS) of C. The Future Land Use change to Community Commercial (CC) would create a Level of Service (LOS) of D.

The applicant has submitted a companion zoning request from General Use (GU) to Retail, Warehousing & Wholesale Commercial (BU-2) to construct a Recreational Vehicle (RV) and Boat Storage Facility (20Z00015). The maximum development potential from the proposed rezoning could increase the volume (MAV) on this section of Minton Road from 80.65% to 103.50% of the daily capacity (LOS D).

- F. Spacing from other commercial activities;

The subject parcel is adjacent to vacant commercial land on the east side. Approximately ¾ of a mile southeast of the parcel at the intersection of Minton and Palm Bay Roads there are various commercial retail stores and businesses.

- G. Size of proposed commercial designation compared with current need for commercial lands;

The Future Land Use designation change from RES 2 and NC to CC is proposed on 17.5 acres.

The subject parcel is located approximately ¼ of a mile west of Minton Road. Along Minton Road from Flanagan Avenue south to Palm Bay Road, there is an approximately one hundred thirty- eight (138) acre cluster of properties with commercial land use designations, of which approximately ninety (90) acres are undeveloped. Minton Road is an Urban Principal Arterial road which serves local, sub regional and regional communities by providing commercial services.

- H. Adherence to the objectives/policies of the Conservation Element and minimization of impacts upon natural resources and systems;

The Natural Resource Management (NRM) Department has provided a preliminary summary of adherence to the objectives/policies of the Conservation Element and the minimization of impacts upon natural resources and systems. (See attached NRM Department Summary).

According to Florida Department of Environmental Protection (FDEP) records, the subject property was utilized as a construction and demolition debris landfill site from approximately 1984 to 1992. The applicant is advised to contact FDEP at 407-897-4313 for guidance regarding disturbing/developing old landfill sites to ensure that public health and the environment will not be harmed by the disturbance of the waste at the site.

- I. Integration of open space; and

Open space will be evaluated during the site plan review process.

- J. Impacts upon strip commercial development.

There is no strip commercial development along Norfolk Parkway at this location. The subject parcel is located approximately ¼ mile west of Minton Road. The subject parcel, if developed as commercial, has the potential to create strip commercial development along Norfolk Parkway.

Activities Permitted in Community Commercial (CC) Future Land Use Designations

Policy 2.7

Community Commercial (CC) development activities are intended to serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. Development activities which may be considered within the Community Commercial (CC) Future Land Use designation, provided that the guidelines listed in Table 2.2 are met, include the following:

- a) Existing strip commercial;
- b) Transient commercial uses;
- c) Tourist commercial uses;
- d) Professional offices;
- e) Personal service establishments;
- f) Retail establishments;
- g) Non-retail commercial uses;
- h) Residential uses;
- i) Institutional uses;
- j) Recreational uses;
- k) Public facilities;
- l) Transitional uses pursuant to Policy 2.12; and
- m) Planned Industrial Park development (as permitted by PIP zoning).

The applicant has indicated that the proposed use will include a RV and storage facility.

Locational and Development Criteria for Community Commercial Uses

Policy 2.8

Locational and development criteria for community commercial land uses are as follows:

Criteria:

- A. Community Commercial clusters of up to ten (10) acres in size should be located at arterial/arterial intersections. Collector/arterial intersections are acceptable for clusters of up to ten (10) acres in size, however, the collector roadways must serve multiple Residential areas. Intrusion of these land uses into the surrounding Residential areas shall be limited. For Community Commercial clusters greater than ten (10) acres in size, they must be located at principal arterial/principal arterial intersections.

The subject parcel is greater than ten (10) acres. Parcels with the commercial Future Land Use designation should be clustered at the intersection of Norfolk Parkway and Minton Road approximately ¼ mile to the east. Currently, there is a cluster of commercial approximately thirty

(30) acres in size. This cluster of over ten (10) acres is not on a principal arterial/principal arterial intersection.

- B. Community commercial complexes should not exceed forty (40) acres at an intersection.

The subject parcel is 17.5 total acres in size and has not exceeded 40 acres. There is approximately thirty (30) acres of undeveloped commercial properties within the City of West Melbourne located that the intersection of Norfolk Parkway and Minton Road.

- C. Community commercial clusters up to ten (10) acres in size should be spaced at least two (2) miles apart and community commercial clusters up to forty (40) acres in size should be spaced at least five (5) miles apart.

The subject parcel is 17.5 acres in size. There is an existing commercial cluster approximately two and a half (2 1/2) miles north at the intersection of West New Haven Avenue and Minton Road in the City of West Melbourne. The closest commercial node to the south is at the intersection of Minton Road and Palm Bay Road, approximately 3/4 of a mile southeast of the parcel.

- D. The gross floor area of community commercial complexes should not exceed One hundred fifty thousand (150,000) square feet (s.f.) for commercial clusters up to ten (10) acres in size and shall not exceed four hundred thousand (400,000) square feet (s.f.) for commercial clusters greater than ten (10) acres but less than forty (40) acres in size.

Based on the estimated maximum FAR for the companion zoning (BU-2) of the subject property: two hundred thirteen thousand four hundred forty-four (213,444) square feet.

- E. Floor Area Ratio (FAR) of up to one (1.00) will be permitted for Community Commercial sites.

The maximum building square footage could be 213,444 square feet and will be regulated through the land development regulations, at the time of site plan review.

- F. Recreational vehicle parks shall be located in areas which serve the needs of tourists and seasonal visitors to Brevard County. The location of recreational vehicle parks shall have access to interstate interchanges via arterial and principal collector transportation corridors or the property shall be located on a major multi-county transportation corridor.

This criteria is for recreational vehicle parks, not recreational vehicle storage, and is not applicable to this request.

For Board Consideration

The Board may wish to consider Policy 2.8A of the Comprehensive Plan which guides clusters of community commercial development greater than 10 acres to arterial/arterial intersections. The subject property is located on an Urban Major Collector roadway.

The Board may wish to consider Policy 2.8C of the Comprehensive Plan which guides spacing of community commercial clusters up to forty (40) acres in size to be at least five (5) miles apart. The subject property is 17.5 acres in size and is located approximately $\frac{3}{4}$ of a mile from a commercial node at the intersection of Minton Road and Palm Bay Road.

The Board may also wish to consider whether the request is compatible with existing land uses as the property abuts residential neighborhoods to the north, west and south (across Norfolk Parkway).

The Board may also wish to consider the potential deficiency in the transportation adopted level of service if the maximum development potential from the current zoning of the subject property is developed. The Board may consider requesting a BDP to limit the intensity/density potential of the property at the rezoning stage.

If you have any questions, please contact Cheryl W. Campbell, Planner III, of the Planning & Development Department at (321) 633-2070 ext. 58271 or via email to Cheryl.Campbell@brevardfl.gov

NATURAL RESOURCES MANAGEMENT DEPARTMENT
Future Land Use Review & Summary
Item # 19PZ00072

Applicant: Andy Gardner for Jack Hunt

Zoning Request: NC & RES-2 to CC

Note: Applicant wants RV and boat storage facility.

P&Z Hearing Date: 10/19/20 & 01/11/21; **BCC Hearing Date:** 10/19/20 & 02/04/20

Tax ID Nos: 2802676 & portion of 2802674

- This is a preliminary review based on best available data maps reviewed by the Natural Resources Management Department (NRM) and does not include a site inspection to verify the accuracy of the mapped information.
- In that the rezoning process is not the appropriate venue for site plan review, specific site designs submitted with the rezoning request will be deemed conceptual. Board comments relative to specific site design do not provide vested rights or waivers from Federal, State or County regulations.
- **This review does not guarantee whether or not the proposed use, specific site design, or development of the property can be permitted under current Federal, State, or County Regulations.**

Summary of Mapped Resources and Noteworthy Land Use Issues:

- National Wetland Inventory (NWI) Wetlands
- Aquifer Recharge Soils
- Protected and Specimen Trees
- Protected Species

No noteworthy land use issues were identified. Natural Resources Management (NRM) reserves the right to assess consistency with environmental ordinances at all applicable future stages of development.

Land Use Comments:

Wetlands

The subject parcel contains mapped NWI (Freshwater emergent wetlands) as shown on the NWI Wetlands map, an indicator that wetlands may be present on the property. A wetland delineation was performed in December 2019 by Andrew Conklin Environmental Services, LLC (ACES), and found approximately 0.22 acres of wetlands in the northeast corner of the parcel.

Per Section 62-3694(3), commercial and industrial land development activities shall be prohibited in wetlands contained in properties designated on the Future Land Use Map as commercial or industrial, and in surrounding upland buffers for such wetlands, except as provided below for I-95 interchanges, mitigation qualified roadways, abutting properties, and access to uplands. In no instance shall a proposed land development activity result in increased flooding on adjacent properties. Where the State does not require a buffer, wetland buffers shall be established in accordance with Section 62-3694(c)(10). Where impacts are permitted, the applicant is encouraged to propose innovative wetland preservation alternatives. Where the State does not require mitigation for any wetland impact, mitigation shall be provided to meet the County's no net loss policy as defined in Section 62-3696. Any permitted wetland impacts

must meet the requirements of Sections 62-3694(e) including avoidance of impacts, and 62-3696. The applicant is encouraged to contact NRM at 321-633-2016 prior to any site plan design or permit submittal.

Aquifer Recharge Soils

A small area of the parcel contains mapped aquifer recharge soils (Palm Beach sand) as shown on the USDA Soil Conservation Service Soils Survey map. The applicant is hereby notified of the development and impervious restrictions within Conservation Element Policy 10.2 and the Aquifer Protection Ordinance.

Protected and Specimen Trees

Aerials indicate that Protected (greater than or equal to 10 inches in diameter) and Specimen Trees (greater than or equal to 24 inches in diameter) may reside on subject property. Per Brevard County Landscaping, Land Clearing and Tree Protection ordinance, Section 62-4341(18), Protected and Specimen Trees shall be preserved or relocated on site to the Greatest Extent Feasible. Per Section 62-4332, Definitions, Greatest Extent Feasible shall include, but not be limited to, relocation of roads, buildings, ponds, increasing building height to reduce building footprint or reducing Vehicular Use Areas. The applicant is advised to refer to Article XIII, Division 2, entitled Land Clearing, Landscaping, and Tree Protection, for specific requirements for tree preservation and canopy coverage requirements. Land clearing is not permitted without prior authorization by NRM.

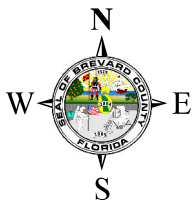
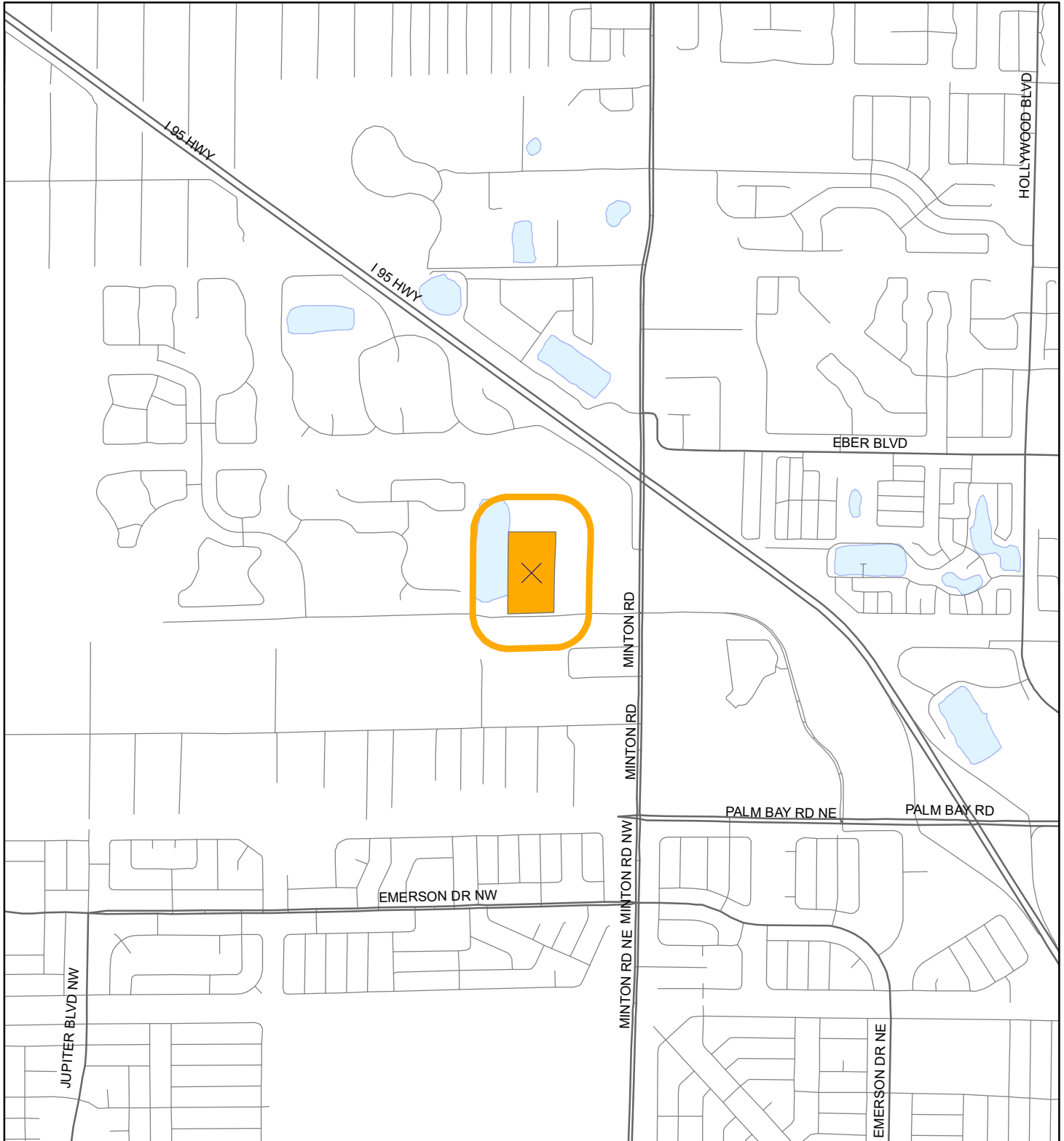
Protected Species

Information available to NRM indicates that federally and/or state protected species may be present on the property. Prior to any plan, permit submittal, or development activity, including land clearing, the applicant should obtain any necessary permits or clearance letters from the Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service, as applicable.

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Supporting Maps

LOCATION MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072





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

Buffer Distance: 500 feet

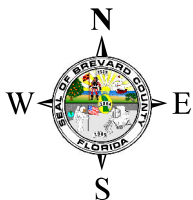
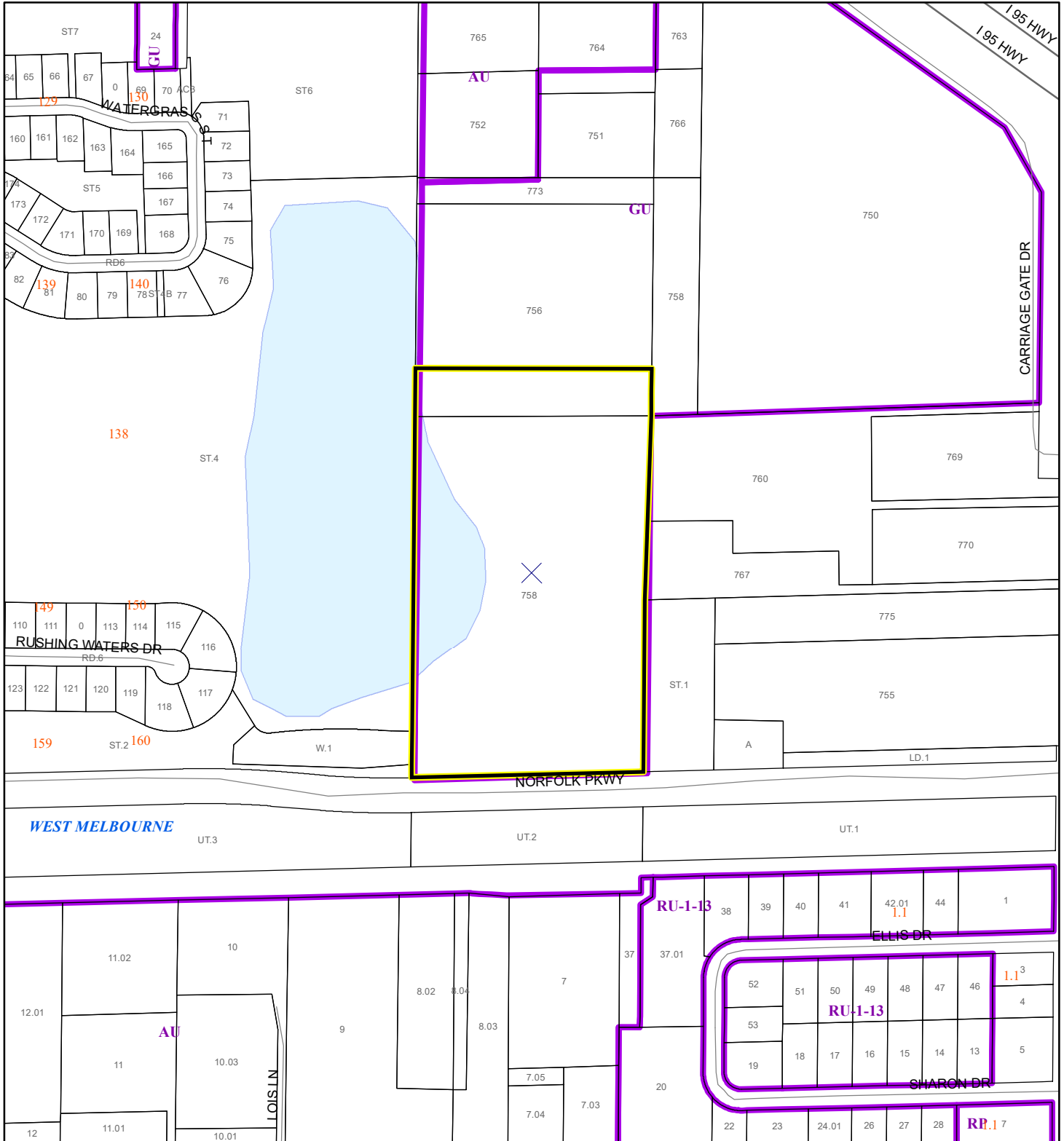
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/29/2020

 Buffer
 Subject Property

ZONING MAP


Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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

Produced by BoCC - GIS Date: 7/29/2020

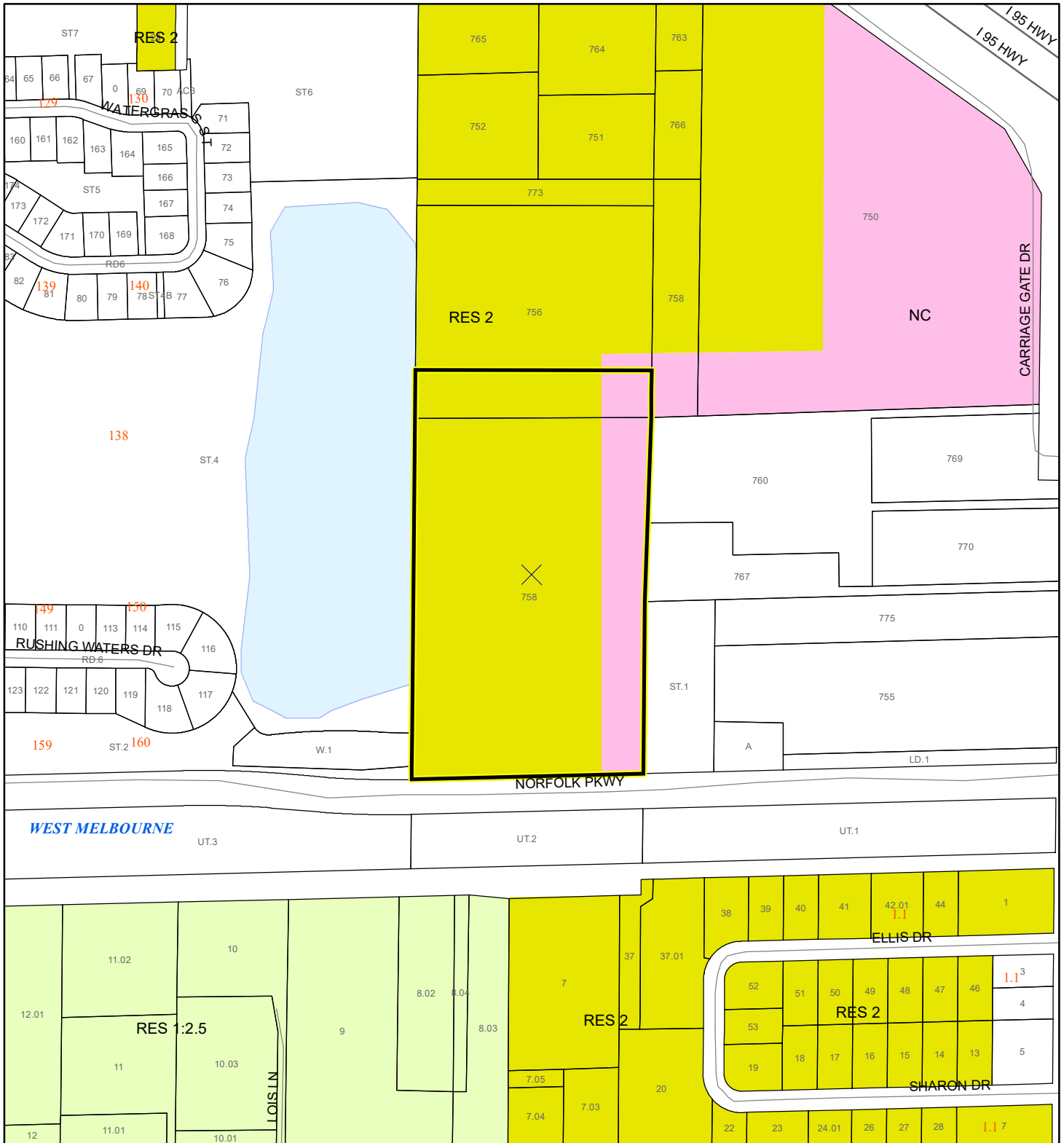
 Subject Property

 Parcels

 Zoning

FUTURE LAND USE MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

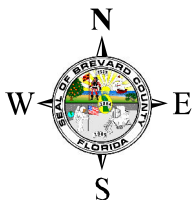
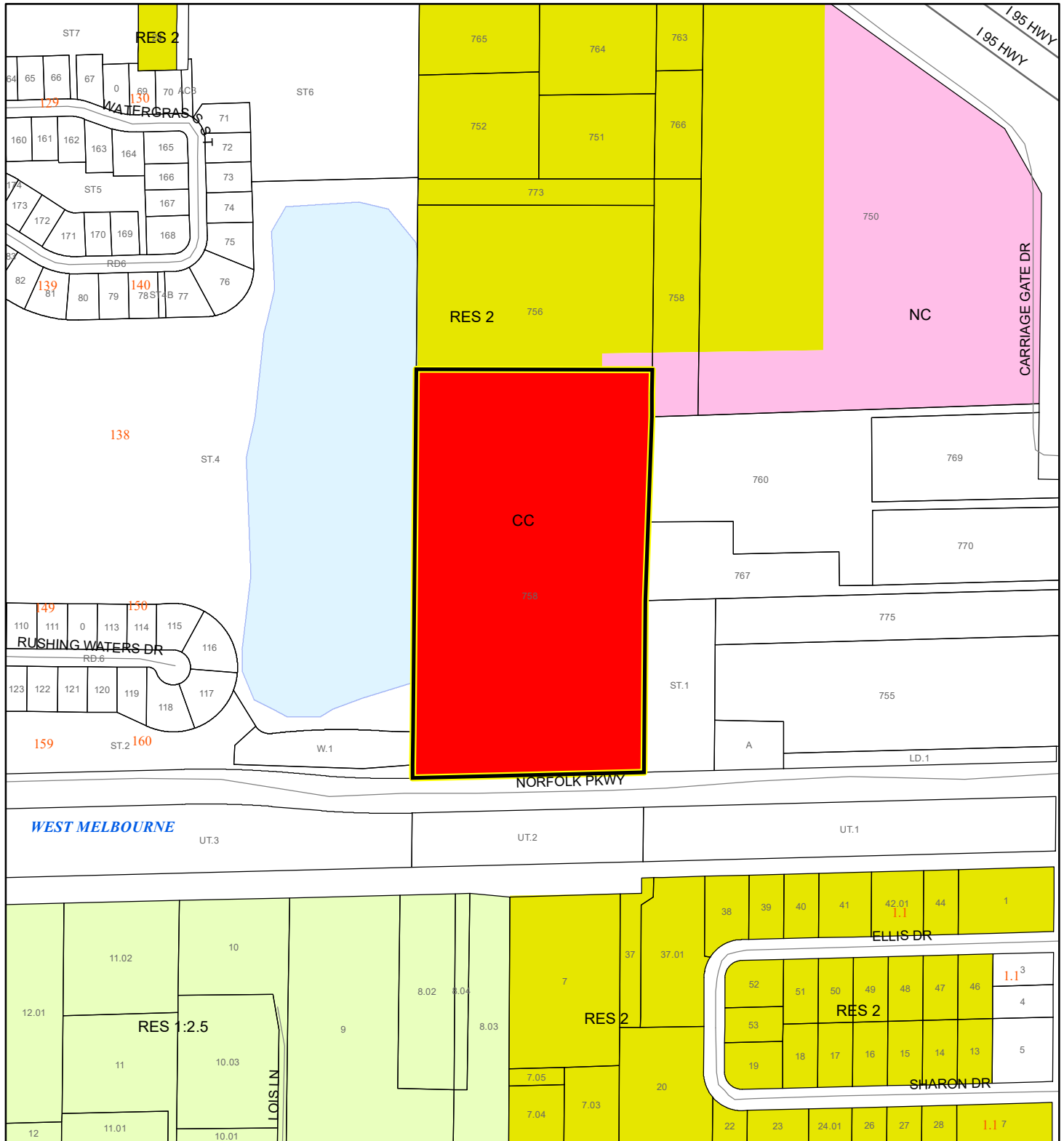
Subject Property
Parcels

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

Produced by BoCC - GIS Date: 7/29/2020

PROPOSED FUTURE LAND USE MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

Subject Property
Parcels

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

Produced by BoCC - GIS Date: 7/30/2020

AERIAL MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072




1:4,800 or 1 inch = 400 feet

PHOTO YEAR: 2020

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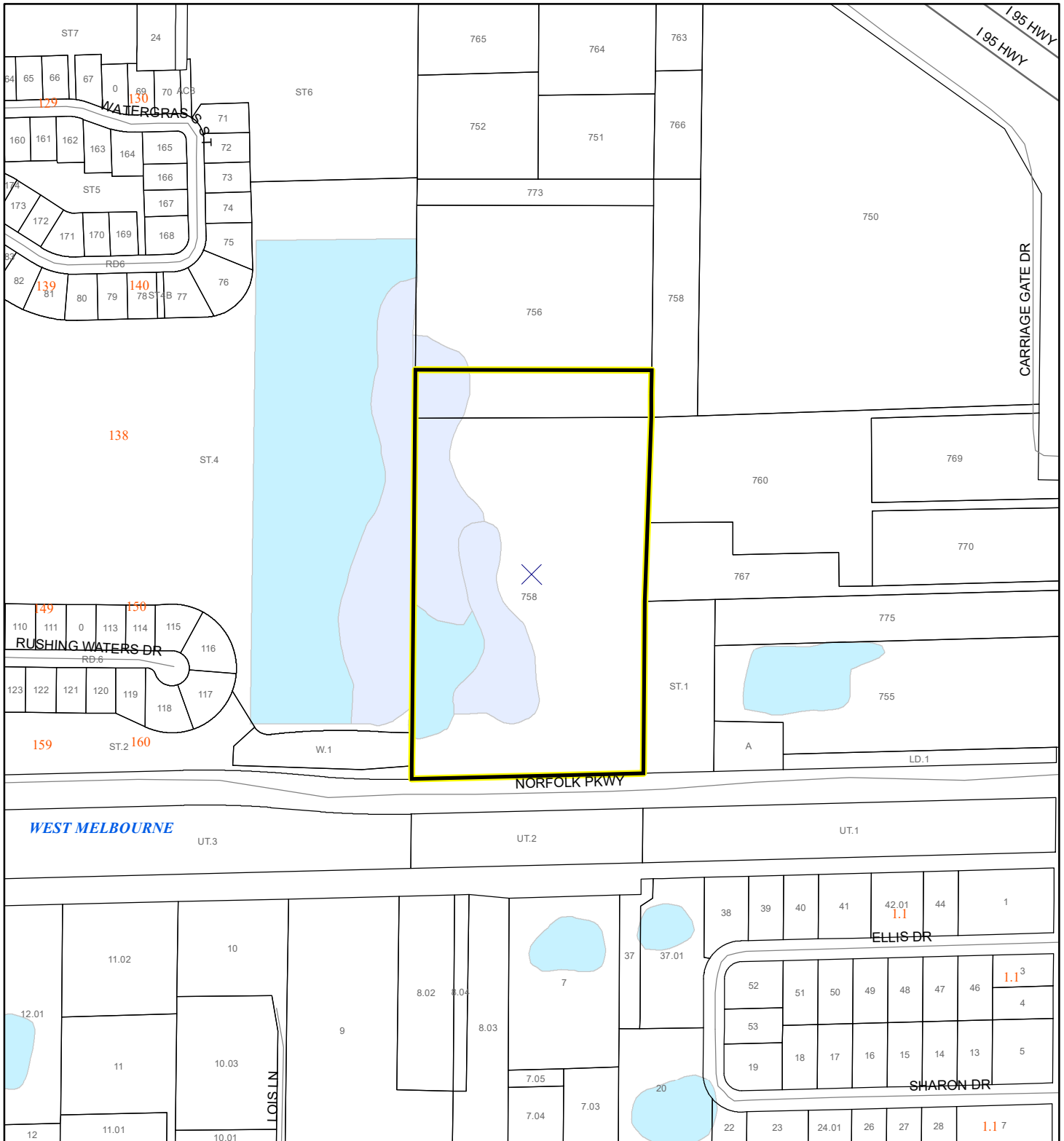
Produced by BoCC - GIS Date: 7/29/2020

 Subject Property

 Parcels

NWI WETLANDS MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072













1:4,800 or 1 inch = 400 feet

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

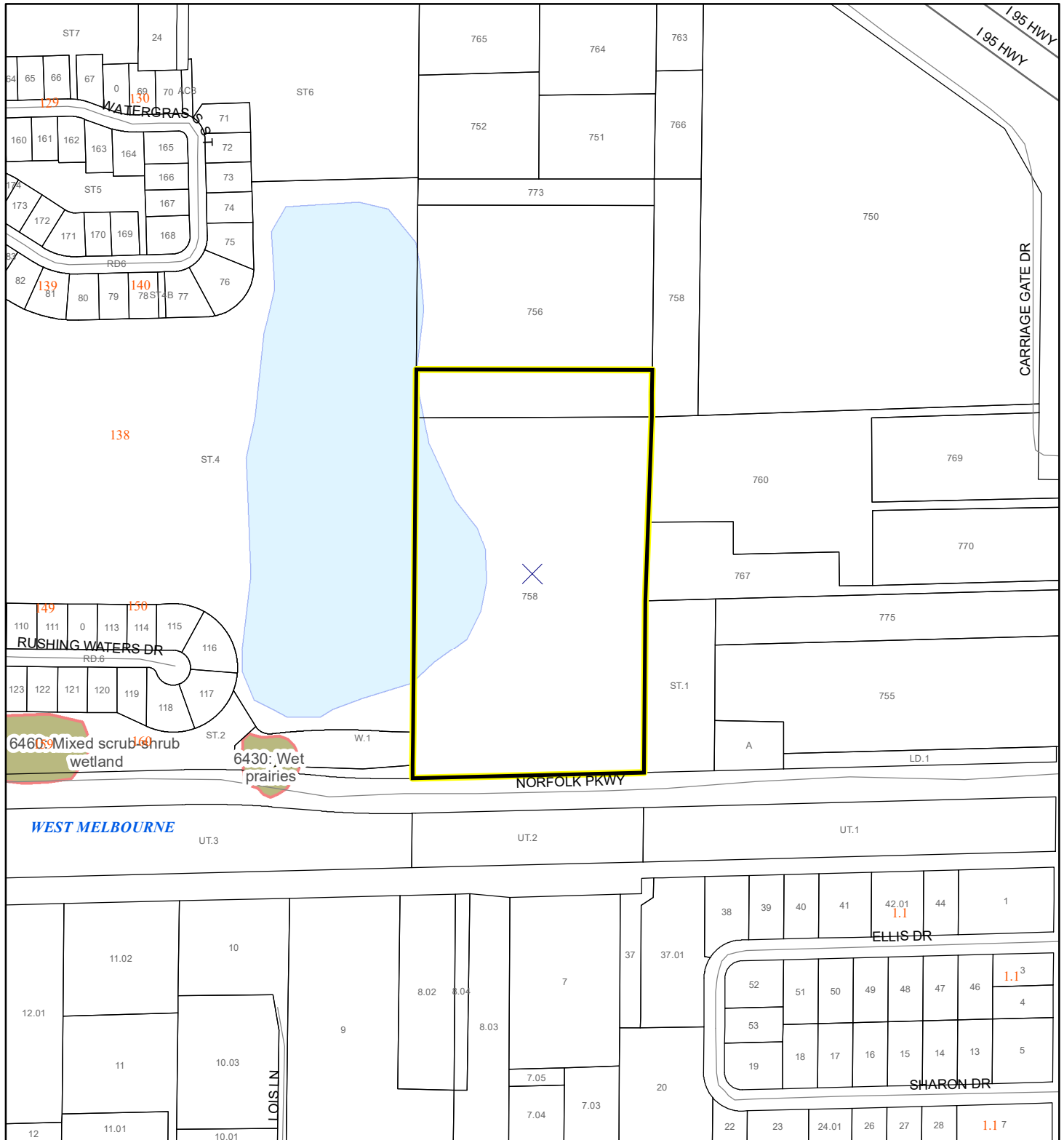
Produced by BoCC - GIS Date: 7/29/2020

National Wetlands Inventory (NWI)

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

SJRWMD FLUCCS WETLANDS - 6000 Series MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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

Produced by BoCC - GIS Date: 7/29/2020

SJRWMD FLUCCS WETLANDS

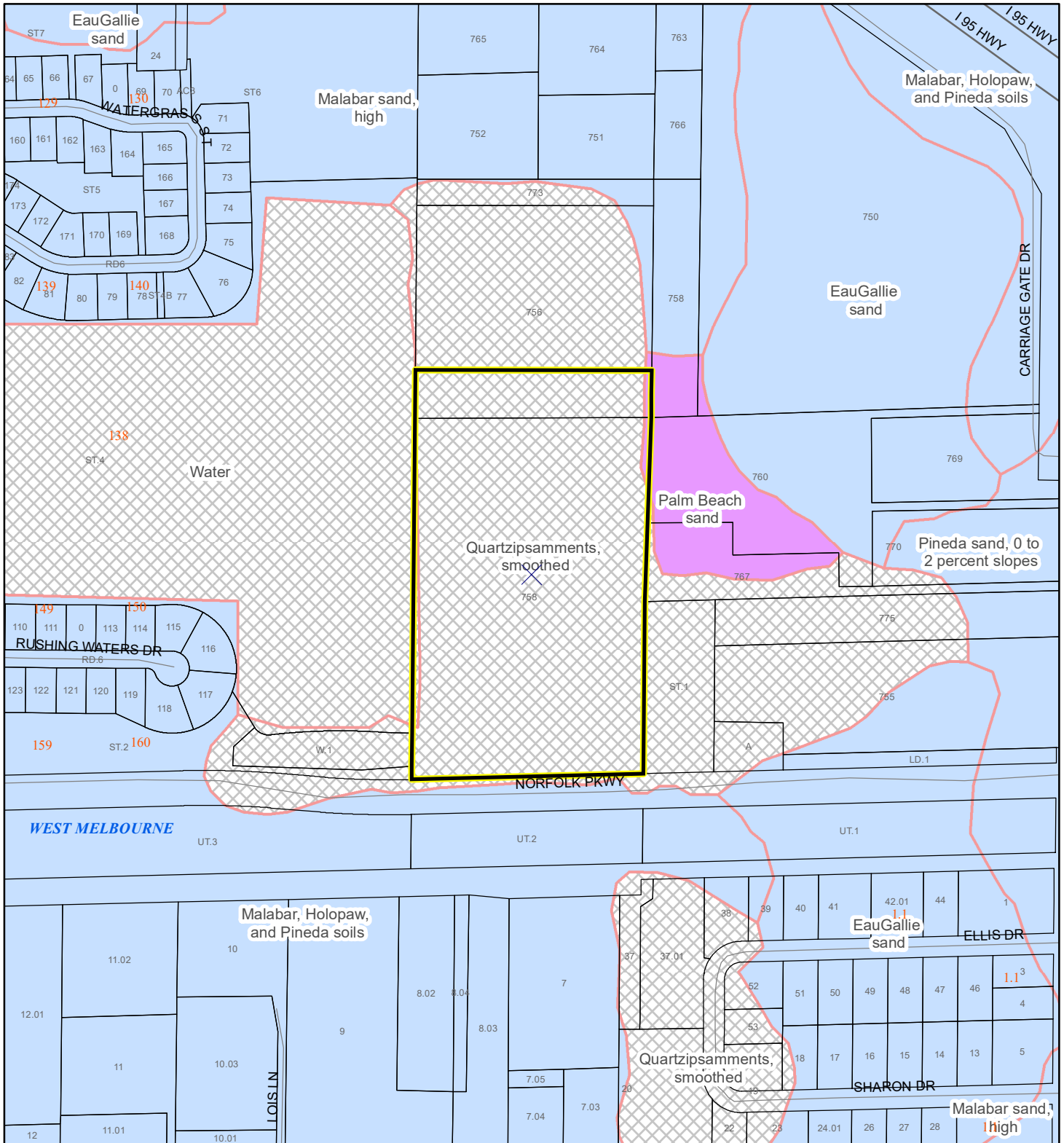
- Wetland Hardwood Forests - Series 6100
- Wetland Coniferous Forest - Series 6200
- Wetland Forested Mixed - Series 6300
- Vegetated Non-Forested Wetlands - Series 6400
- Non-Vegetated Wetland - Series 6500

Subject Property

Parcels

USDA SCSSS SOILS MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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

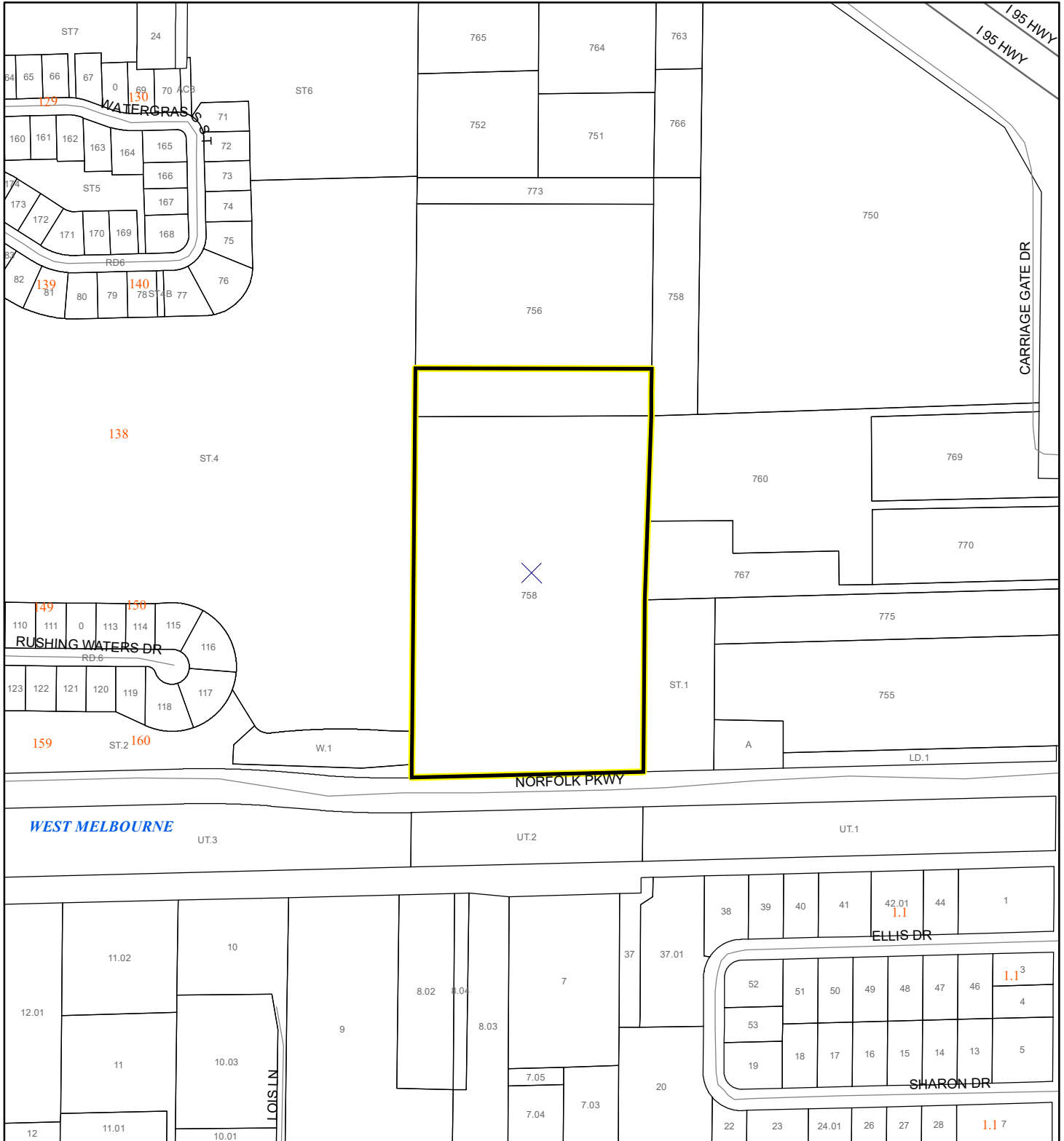
Produced by BoCC - GIS Date: 7/29/2020

USDA SCSSS Soils

- Aquifer and Hydric
- Aquifer
- Hydric
- None
- Subject Property
- Parcels

FEMA FLOOD ZONES MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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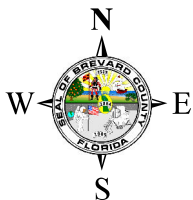
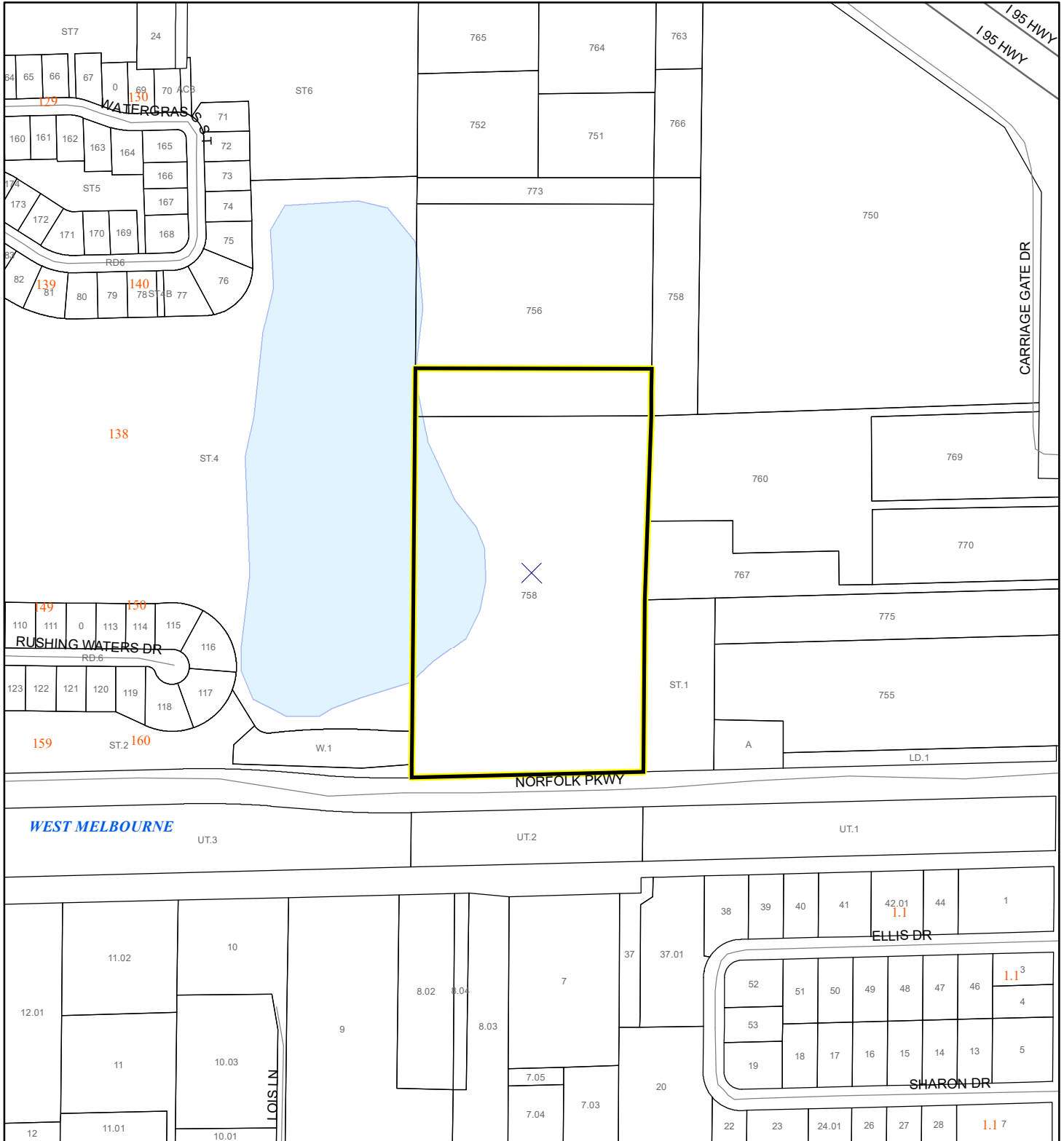
Produced by BoCC - GIS Date: 7/29/2020

FEMA Flood Zones

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

COASTAL HIGH HAZARD AREA MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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

Produced by BoCC - GIS Date: 7/29/2020

Subject Property

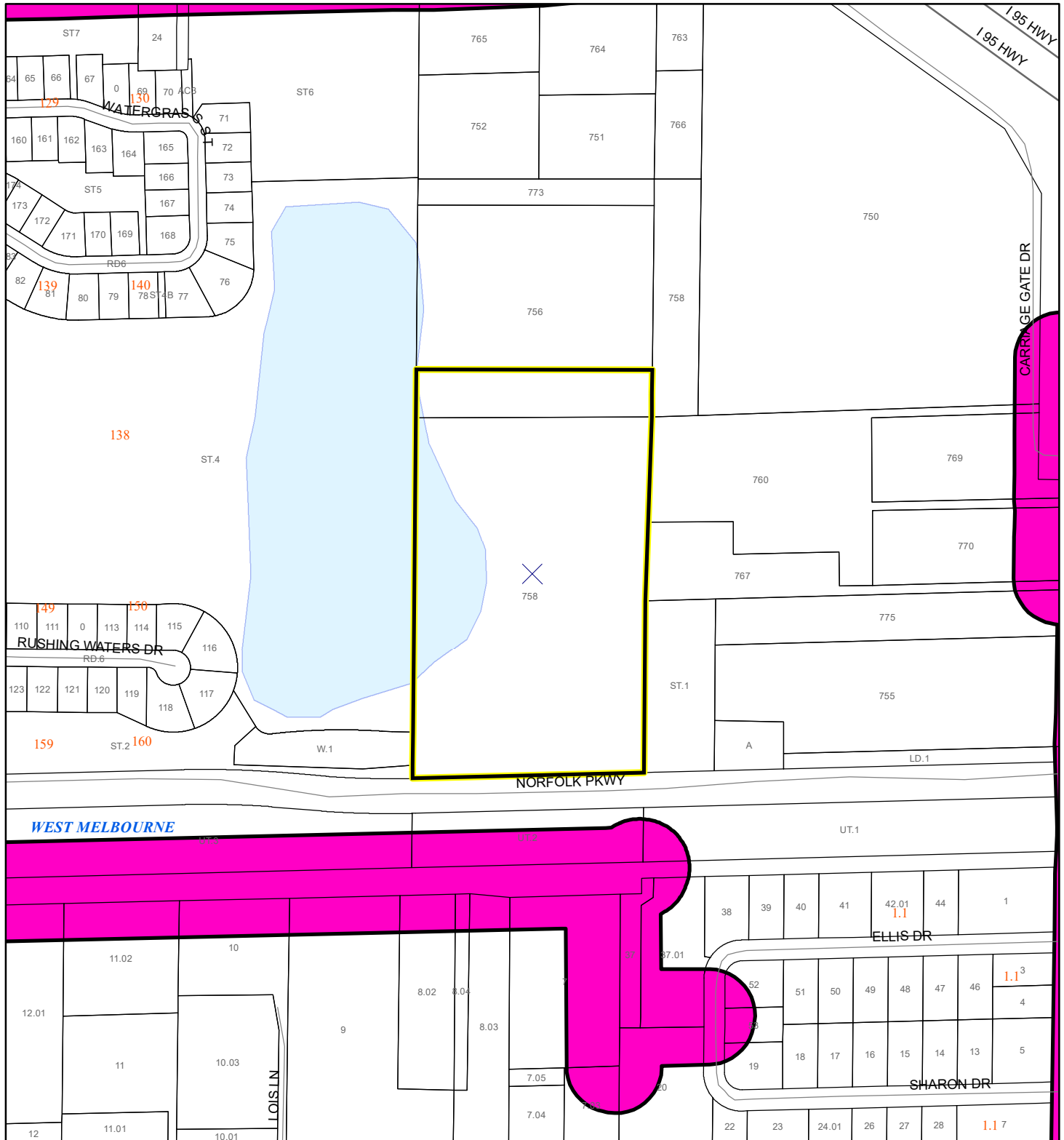
Parcels

Coastal High Hazard Area

SurgeZoneCat1

INDIAN RIVER LAGOON SEPTIC OVERLAY MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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

Produced by BoCC - GIS Date: 7/29/2020

Subject Property

Parcels

Septic Overlay

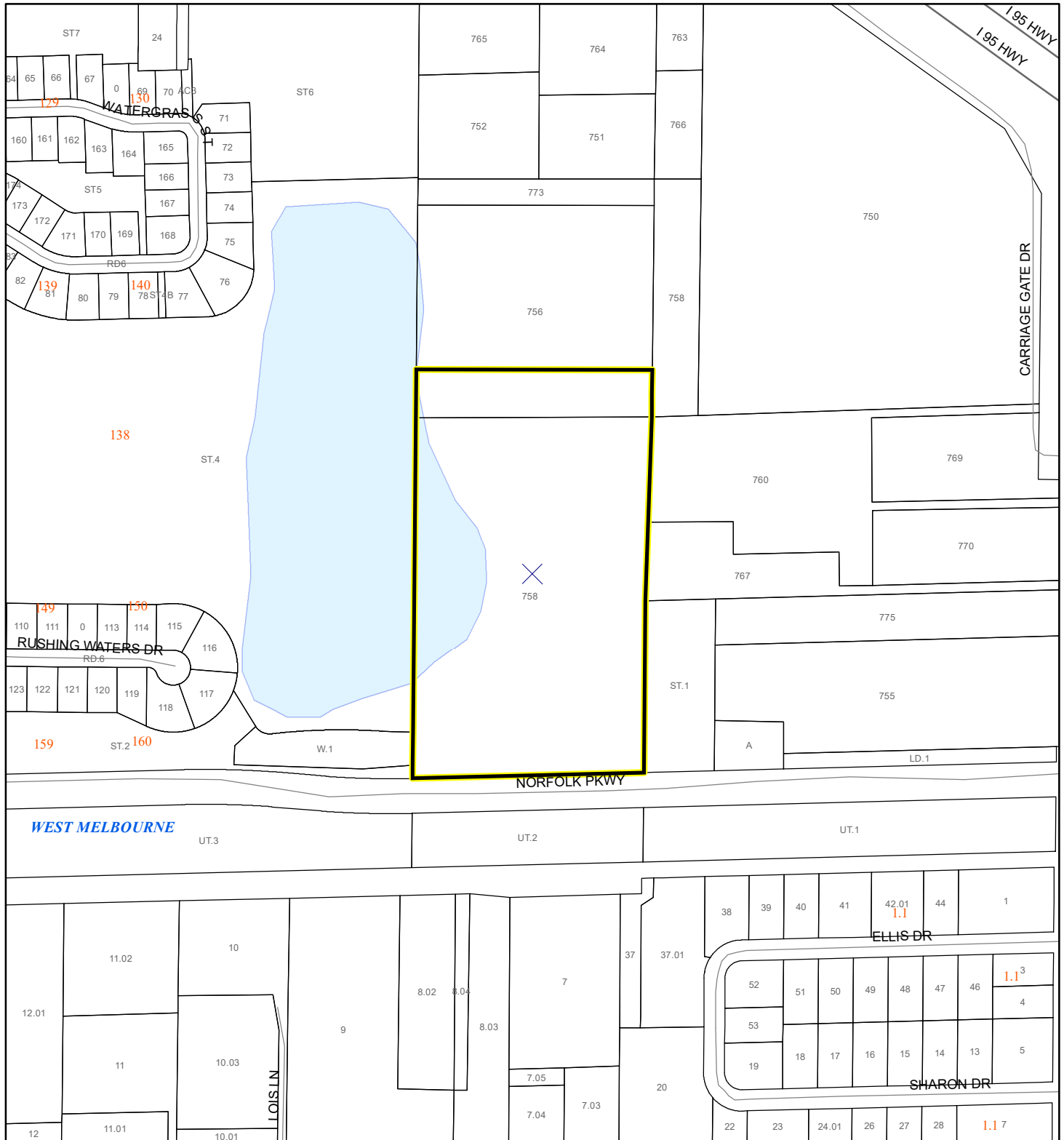
40 Meters

60 Meters

All Distances

EAGLE NESTS MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

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

Produced by BoCC - GIS Date: 7/29/2020

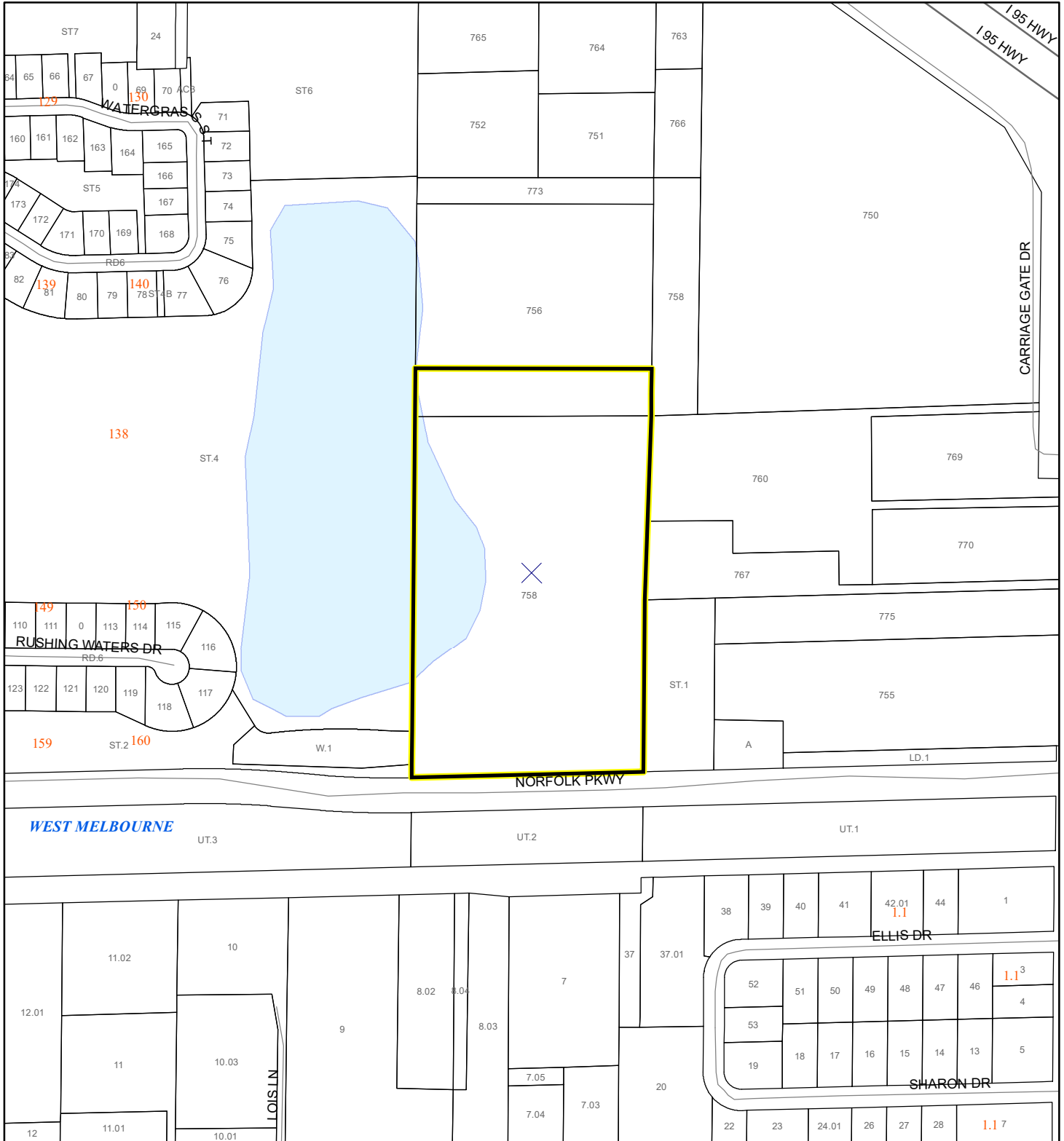
 Subject Property

 Parcels

 Eagle Nests
FWS 2010

SCRUB JAY OCCUPANCY MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



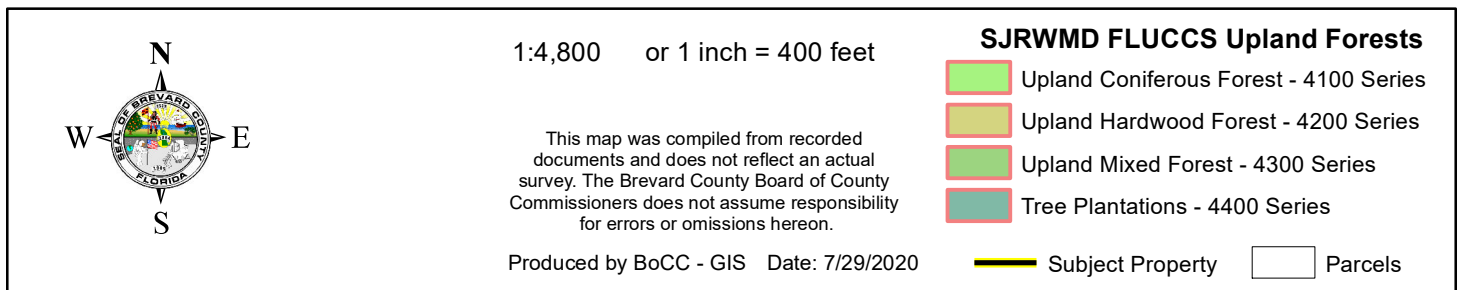
1:4,800 or 1 inch = 400 feet

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

Produced by BoCC - GIS Date: 7/29/2020

- Subject Property
- Parcels
- Scrub Jay Occupancy

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Applicant Submittals



BOARD OF COUNTY COMMISSIONERS

Planning and Development

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

2020-2.1

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 # 20PZ00072

Existing FLU: NC & RES2 Existing Zoning: GU

Proposed FLU: CC Proposed Zoning: _____

PROPERTY OWNER INFORMATION

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

<u>Jack Hurt</u>	<u>Brevard Tower Communications Inc.</u>		
Name(s)	Company		
<u>405 Newfound Harbor Drive</u>	<u>Merritt Island</u>	<u>FL</u>	<u>32952</u>
Street	City	State	Zip Code
<u>jhurt@cfl.rr.com</u>	<u>407-679-1748</u>		
Email	Phone	Cell	

APPLICANT INFORMATION IF DIFFERENT FROM OWNER:

☐ Attorney ☐ Agent ☒ Contract Purchaser ☐ Other _____

<u>Andy Gardner</u>	<u>Condev Properties, LLC</u>		
Name(s)	Company		
<u>921 N Pennsylvania Avenue</u>	<u>Winter Park</u>	<u>FL</u>	<u>32789</u>
Street	City	State	Zip Code
<u>andyg@condevfl.com</u>	<u>407-679-1748</u>		
Email	Phone	Cell	

1

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: _____

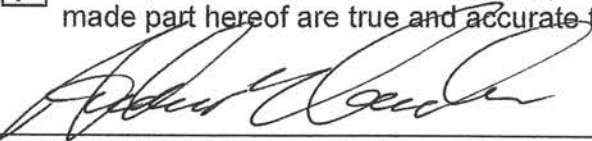
Acreage of Request: 17.5

Reason for Request:

Development for Storage Facility to include paving, stormwater, utilities and landscape.

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.



Signature of Property Owner or
Authorized Representative

02/18/2020
Date

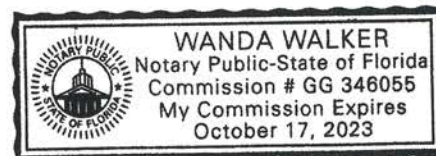
State of Florida
County of Brevard

Subscribed and sworn to me before me this 18th day of, February, 2020
personally appeared Andrew Gardner, who is personally known to me or
produced personally known as identification, and who did / did not take an oath.



Notary Public Signature

Seal



Office Use Only:

Accela No. 20P100072 Fee: 7,859.00 Date Filed: 7/24/20 District No. 3

Tax Account No. (list all that apply) part of 2802674 + 2802676

Parcel I.D. No.

28 36 13 00 756
Twp Rng Sec Sub Block Lot/Parcel

Planner: Cheryl W. Campbell Sign Issued by: n/a Notification Radius: 500'

MEETINGS

DATE

TIME

☐

P&Z

☐

PSJ Board

☐

NMI Board

☒

LPA

October 19, 2020
tentative Jan. 11, 2021

transmittal
3:00 p.m. Adoption

☐

BOA

☒

BCC

Nov. 5, 2020
tentative Feb. 4, 2020

Transmittal
5:00 p.m. Adoption

Wetland survey required by Natural Resources ☐ Yes ☐ No Initials _____

~~Is the subject property located in a JPA, MIRA, or 500 feet of the Palm Bay Extension?~~ NO

☒

Yes

☐

No

If yes, list Jeanne Allen

Location of subject property:

Description of Request:

Brevard County

Supplement to Comprehensive Plan Amendment Application

Planning and Zoning Office, 2725 Judge Fran Jamieson Way, Viera, FL 32940
(321) 633-2069



1. Type of Application:

_____ Small-scale Comprehensive Plan Future Land Use Map Amendment

X _____ Large-scale Future Land Use Map Amendment

_____ Comprehensive Plan Text Amendment
Plan Element(s) of Text Amendment request: _____

2. Applicant: Brevard Tower Communications Inc. **Staff Planner:** Cheryl W. Campbell

3. Comprehensive Plan Amendment Information:

Adopted Future Land Use Designation: NC & RES 2
Requested Future Land Use Designation: CC
Existing Zoning: GU (BU-2 requested)

Proposed Text Amendment (if applicable): Attach the proposed text amendment in a strike-thru/underlined format along with one copy on a CD in Microsoft Word, rtf or text format.

4. Description of Request/Justification: Must include a written statement explaining the rational and the appropriate data and analysis necessary to support the proposed change.

Text amendment supplemental information shall include any goal, objective, policy, implementation strategy, directive and any supporting data and analysis, including maps, figures and tables, and; (1) Identification of the particular element of the plan on which the request is based; and, (2) Citation of the existing language which is proposed to be changed; and, (3) Proposed rewording of the existing language or the wording of proposed new test.

subject property has a GU zoning with a RES 2 & NC land use. It is proposed to construct an RV and Boat Storage Facility. This will require a BU-2 Zoning. In order to be compatible, the land use must be revised to CC.

(use additional sheets if necessary)



ACCELA # _____

DOCUMENT SUBMITTAL REQUIREMENTS

Application type	Application	Authorization to Act Form ¹	Recorded Property Deeds	Legal Description of Request ²	Survey 11" x 17" (max. size)	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
Staff to check indicating receipt																	
Comprehensive Plan Amendment ⁶	1	1	1	2	2	1	1	1		1						*	Y
Zoning request	1	1	1	1	1	1	1	1		1						*	Y
Conditional Use Permit (CUP)	1	1	1	1	1	1	1	1		1							Y
AA – Waiver	1	1				1	1					1	1				Y
AA – Easement	1	1	1	1	4	1											Y
Variance	1	1	1	1	1	1									1	*	Y

¹ Authorization to Act form is required, if other than the owner of record is making the application. If the property is not owned in entirety, by the applicant, either a Form "A", or a notarized letter must accompany the application giving written consent by all property owners of the subject property.

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

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

⁴ Wetland 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.

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

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

⁸ Survey must be submitted if requested by staff.

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

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

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

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

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

CALCULATION OF PUBLIC HEARING APPLICATION FEES -ZONING OFFICE

PUBLIC HEARING APPLICATION FEES	BASE FEE	ACREAGE FEE	UNIT FEE	SUB-TOTAL
REZONING				
Environmental Area	511.00			
Residential Professional	960.00			
General Use and Agricultural Use	849.00*	(-5) x 24**		
Single-Family Residential	849.00*	(-5) x 24**		
Single-Family Mobile Home	849.00*	(-5) x 24**		
Commercial/Planned Commercial	1,184.00	() x 24		
Tourist Commercial	1,855.00	() x 45		
Industrial/Planned Industrial	1,855.00	() x 45		
Planned Unit Development	5,661.00	() x 45		
Single-Family Attached Residential	960.00	() x 24		
Multiple-Family Residential	960.00	() x 24		
Recreational Vehicle Park	1,408.00	() x 24		
Mobile Home Park/Mobile Home Co-op	1,408.00	() x 24		
CUP'S OR ROU APPLICATIONS				
Fee per request (with rezoning)	447.00			
Fee per request (without rezoning)	849.00			
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			
Maximum Fee on a Single Application	17,334.00			
		<i>out of Cycle</i>	<i>5000.00</i>	
		<i>\$43 per acre</i>	<i>1,785.00</i>	
		<i>(18 acres)</i>	<i>774.00</i>	
		SUB-TOTAL ****		
FEES COLLECTED FOR ADMINISTRATIVE ACTIONS				
Office of Natural Resources zoning review (if applicable)	300.00			
flag lot &/or easement review	360.00			
Land Development PUD review	100.00			
flag lot &/or easement review	150.00			
Address Assignment review of flag lot &/or easement	100.00			
Zoning fee	277.00			
BASE FEE ADJUSTMENTS				
* 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			
			<i>7,059</i>	
		TOTAL		

②



Planning & Development

Central Cashier

2725 Judge Fran Jamieson Way
Building A, Room 114
Melbourne, FL 32940

RECEIPT OF PAYMENT

Payment Date: 7/24/2020

Receipt #: 572309

Transaction Id# 236

Payment Method	Payment Reference #	Amount Paid	Comments
Check	236	\$7,859.00	
		\$7,859.00	Total

FL

PZ Miscellaneous Fees

\$7,859.00

20PZ00072

Fee	Invoice #	Amount
Comprehensive Plan	671795	\$7,559.00
NRMO	671795	\$300.00

Grand Total \$7,859.00

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



ET050

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

CASE NO. 92-06951-CA-C

MELBOURNE FILL & MATERIAL, INC.
a Florida Corporation,

Plaintiff/s,

vs.

GCOM, INC., a Florida Corporation,
CELLCOMM, INC., a Florida Corporation,
a/k/a CELLCOM, INC., a Florida Corporation,
JAY B. STAGGS, a/k/a J. B. STAGGS,
and PEGGY STAGGS, Jointly and Severally,

Defendant/s.

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. _____ # Names _____
Trust Fund _____ Rec Fee _____
Stamp-Deed 5.60 Excise 12
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund _____

RECORDED
BY CIR. CL.
BREVARD CO. FLA.

352448

93 MAR 26 PM 4:33

CERTIFICATE OF TITLE

The undersigned Clerk of the Court does hereby certify
that she executed and filed a Certificate of Sale in this action
on MARCH 3, 1993, for the real property described herein,
and that no objections to the sale have been filed within the time
allowed for filing objections.

The following property located in Brevard County, Florida
and legally described as follows:

Parcel #1

The South 1/2 of East 1/2 of Northwest 1/4 of the Southeast
1/4, Section 13, Township 28 South, Range 36 East, consisting of
10 acres more or less; and a 20 foot easement running North/South
along the East line of the Northwest 1/4 of the Southeast 1/4 of
Section 13, Township 28 South, Range 36 East, commencing from the
Northeast corner of the Northwest 1/4 of the Southeast 1/4 of
Section 13, Township 28 South, Range 36 East and running South to
the South 1/2 of the East 1/2 of the Northwest 1/4 of the Southeast
1/4 of Section 13, Township 28, Range 36 East.
TW28 RG36 SC13 SD00 Blck 756

103

65 @

RETURN TO:
BANK OF AMERICA

BK3277PG0924

Parcel #2

The East Half of the SW 1/4 of the SE 1/4 of Section 13, and West 132 feet of the Northeast 1/4 of the Southeast 1/4 of Section 13, all in Township 28 South, Range 36 East, lying and being in Brevard County, Florida, less and except canal #65 right of way described in ORB 1328, Page 84.

TW28 RG36 SC13 SD00 Blck 758 and 758.1

Parcel #3

The South one-half of the North one-half of the West 132 feet of the northeast quarter of the southeast quarter of Section 13, Township 28 South, Range 36 East, Brevard County, Florida.

TW28 RG36 SC13 SD00 Blck 766

Also an easement over the East 60 feet of West 192 feet of NE 1/4 of SE 1/4 of Section 13, Township 28 South, Range 36 East as recorded in ORB 2028, Page 716, Public Records of Brevard County, Florida.

TOGETHER with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage.

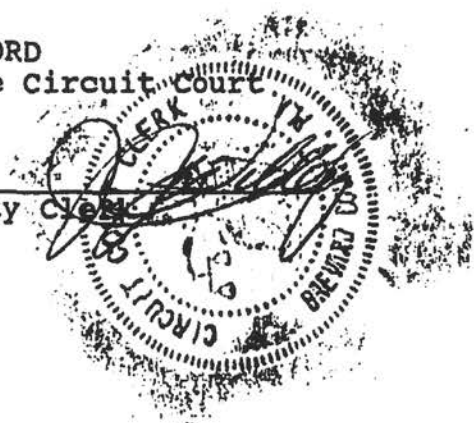
was sold to BREVARD TOWER COMMUNICATIONS, INC., a Florida corporation,

whose address is 2198 West King Street, Cocoa, Florida 32926.

WITNESS my hand and the seal of the Court this 25 day
of MARCH 1993.

SANDY CRAWFORD
Clerk of the Circuit Court

By _____
Deputy Clerk



BK3277PG0925

101

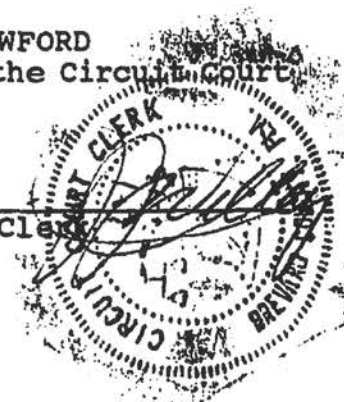
I HEREBY CERTIFY that a true and correct copy of the foregoing has been mailed to all parties as follows:

THOMAS E. SHINE, ATTORNEY AT LAW
905 Sarno Road - Suite A
Melbourne, Florida 32935

ALBERT S. LAGANO, ATTORNEY AT LAW
1900 Palm Bay Road, NE - Suite G
Palm Bay, Florida 32905-7538

SANDY CRAWFORD
Clerk of the Circuit Court

By _____
Deputy Clerk



BK0277PG0926



AUTHORIZATION TO ACT ON BEHALF OF OWNER

BREVARD COUNTY LAND DEVELOPMENT REVIEW SECTION

I, Jack Hurt - Brevard Tower Communications being the owner of Norfolk Warehouses
(Print Name) (Project Name)

authorize Andy Gardner - Condev Properties, LLC. to act on my
(Person and Company Name)

behalf in the submittal of the attached development plan.

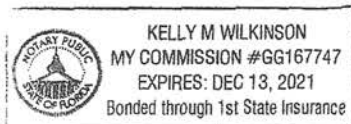
Jack Hurt
Signature

Vice President
Title

STATE OF FL.

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 4th day of FEB, 20 20,
by Jack Hurt who is personally known to me or has produced
as identification and who did (did not) take an oath.



Kelly M. Wilkinson
Signature of Notary Public
Dec. 13, 2021
Commission Expires

Please place Notary Seal in above box.

AUTHORIZATION TO ACT ON BEHALF OF OWNER



BREVARD COUNTY LAND DEVELOPMENT REVIEW SECTION

I, Jack Hurt - Brevard Tower Communications being the owner of Norfolk Warehouses
(Print Name) (Project Name)

authorize Bruce A. Moia - MBV Engineering, Inc. to act on my
(Person and Company Name)

behalf in the submittal of the attached development plan.

Jack Hurt
Signature

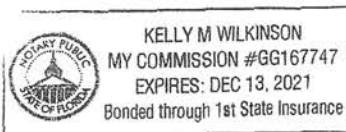
Vice President
Title

STATE OF FL.

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of FEB., 20 20,

by Jack Hurt who is personally known to me or has produced
as identification and who did (did not) take an oath.



Kelly M Wilkinson
Signature of Notary Public
Dec. 13, 2021
Commission Expires

Please place Notary Seal in above box.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into by and between BREVARD TOWER COMMUNICATIONS, INC., a Florida corporation ("Seller") and CONDEV PROPERTIES, LLC, a Florida limited liability company, its successors and/or assigns ("Purchaser") as of October 24th, 2019 (the "Agreement Date").

RECITALS:

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 BASIC INFORMATION

Section 1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

- (a) Brokers: Jeff Robison of Lightle, Beckner & Robison.
- (b) Closing Date: The date that is thirty (30) days after Purchaser's receipt of Permits and Approvals.
- (c) Earnest Money: (such amount, together with interest thereon, if any, is hereinafter sometimes called the "Initial Earnest Money"), to be deposited in accordance with Section 3.1, to be increased by such amount, together with interest thereon, is hereinafter sometimes called the "Additional Earnest Money") to pursuant to Section 3.1. The Initial Earnest Money and the Additional Earnest Money are hereinafter sometimes collectively called the "Earnest Money."

- (d) Effective Date: The date on which this Agreement is executed by the latter to sign of Purchaser or Seller, as indicated on the signature page of this Agreement, and written evidence of such execution is delivered to the other party.
- (e) Escrow Agent: Swann Hadley Stump Dietrich & Spears, P.A.
200 E. New England Avenue, Suite 300
Winter Park, Florida 32789
Attn: D. Paul Dietrich II, Esq.
Phone: (407) 647-2777
Fax: (407) 647-2157
Email: pdietrich@swannhadlcom
- (f) Property Information Delivery Date: The date which is five (5) days after the Effective Date.
- (g) Inspection Period: The period beginning on the Effective Date and ending at 5:00 p.m. eastern standard time on that date which is ninety (90) days after the Effective Date.
- (h) Purchase Price:
- (i) Title and Survey Review Period: The period ending ten (10) days after Purchaser's receipt of the initial Title Commitment and the initial Survey, but in any event not later than five (5) Business Days prior to the expiration of the Inspection Period.
- (j) Title Company: Fidelity National Title Insurance Company

Section 1.2 Notice Addresses:

Purchaser:

CONDEV PROPERTIES LLC
1353 Palmetto Ave., Suite 200
Winter Park, Florida 32789
Attn: Mr. Peter Gardner
Telephone: 407-679-1748
Facsimile: 407-679-3120
Email: peterg@condevfl.com
bobbyg@condevfl.com

Copy to:

Swann Hadley Stump Dietrich & Spears, P.A.
200 E. New England Avenue, Suite 300
Winter Park, Florida 32789
Attn: D. Paul Dietrich II, Esq.
Phone: (407) 647-2777
Fax: (407) 647-2157
Email: pdietrich@swannhadley.com

Seller:

BREVARD TOWER
COMMUNICATIONS, INC.
405 Newfound Harbor Drive
Merritt Island, Florida 32952
Attention: P. Rodney Jackson

Copy to:

Attn: P. Rodney Jackson
700 Virginia Street, East
Suite 400
Charleston, West Virginia 25301
Telephone: 843-870-6879
Facsimile: 304-344-9566
E-mail: prodjackson27@yahoo.com

ARTICLE 2
PROPERTY

Section 2.1 Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, the following property (collectively, the "Property"):

(a) Real Property. The approximately 18.11 gross acres of land located along Norfolk Parkway, situated in Brevard County, Florida, described in Exhibit A hereto (the "Land"), together with (1) all improvements located thereon (the "Improvements"), (2) all and singular the rights, interests, benefits, privileges, easements, rights of way, licenses, appurtenances and any other rights, privileges, benefits tenements, hereditaments, and appurtenances thereon or in any way appertaining or running with title to, or in any way related to, the Land; (3) all land use or other consents, authorizations, variances, waivers, warranties, licenses, permits, approvals, impact fee credits, pre-paid impact fees, utility commitments or hook-up rights, drainage and detention rights, development orders, vested rights agreements or any other entitlements issued or granted by or from any governmental authority with respect to the Land, and all other intangible rights which are appurtenant to the Land; and (4) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "Real Property").

(b) Intangible Personal Property. All of Seller's intangible personal property related to the Real Property and the Improvements, including: (1) active warranties and guaranties (if any and to the extent assignable); (2) contract rights related to the operation or ownership of the Real Property, if any (but only to the extent assignable and only to the extent Seller's obligations thereunder are expressly assumed by Purchaser pursuant to this Agreement); (3) governmental permits, approvals, licenses, or similar documents, if any (to the extent assignable and only to the extent applicable to the Land); and (4) all utility deposits, if any, to the extent assignable (collectively the "Intangible Personal Property").

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ARTICLE 3 EARNEST MONEY

Section 3.1 **Deposit and Investment of Earnest Money.** Within three (3) days after the Effective Date, Purchaser shall deposit the Initial Earnest Money with Escrow Agent. If upon the expiration of the Inspection Period, this Agreement is still in force and effect, Purchaser shall be required within three (3) days from the expiration of the Inspection Period to deposit the Additional Earnest Money as specified in Section 1.1(c) with Escrow Agent. At the subsequent written direction of both parties, Escrow Agent shall invest the Earnest Money in an interest-bearing account. Such account shall have no penalty for early withdrawal. Except as expressly set forth herein to the contrary, the Initial Earnest Money shall become nonrefundable upon the expiration of the Inspection Period if Purchaser does not notify Seller in writing on or before the expiration of the Inspection Period that Purchaser elects to terminate this Agreement. Except as expressly set forth herein to the contrary, the Earnest Money shall become nonrefundable upon Purchaser obtaining the Permits and Approvals (as defined in Section 6.1). Notwithstanding the prior sentence, if the transaction fails to close because of Seller's default under this Agreement or failure of a condition precedent to Purchaser's obligations to close other than due to a default or breach by Purchaser, the Earnest Money shall be disbursed to Purchaser as otherwise provided in this Agreement. If the transaction fails to close for any other reason, the Earnest Money shall be disbursed to Seller or Purchaser, as the case may be, as otherwise provided in this Agreement. If the transaction closes in accordance with the terms of this Agreement, then Escrow Agent shall deliver the Earnest Money to Seller at Closing as payment towards the Purchase Price.

Section 3.2 **Independent Consideration.** Seller and Purchaser acknowledge and agree that Purchaser's agreement to perform its obligations under this Agreement, including the obligation to deposit any portion of the Earnest Money, is adequate and sufficient consideration to support this Agreement, notwithstanding Purchaser's termination rights hereunder.

Section 3.3 **Form; Failure to Deposit.** The Earnest Money shall be in the form of a wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement upon three (3) days' advance written notice to Purchaser at any time prior to the date on which Purchaser deposits such portion of the Earnest Money, in which event all Earnest Money previously paid by Purchaser shall be disbursed to Seller and the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

Section 3.4 **Disposition of Earnest Money.** The Earnest Money shall be applied as a credit to the Purchase Price at Closing and otherwise held and disbursed as specifically set forth in this Agreement. In the event of a dispute among the parties regarding the disposition of the Earnest Money, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys' fees and costs and Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4 DUE DILIGENCE

Section 4.1 **Due Diligence Materials To Be Delivered.** To the extent in Seller's possession, Seller shall deliver, or cause to be delivered, or has delivered, or provided on a data site established by the Seller (the "Data Site"), to Purchaser the documents and information listed on Exhibit "B" attached hereto (collectively, the "Property Information") on or before the Property Information Delivery Date.

Section 4.2 Physical Due Diligence. Commencing on the Effective Date and continuing until the Closing, subject to the rights of Tenants, if any, Purchaser and its agents and representatives shall have reasonable access to the Property at all reasonable times during normal business hours, after reasonable advance notice to Seller, for the purpose of conducting inspections and tests, including surveys, engineering, geotechnical and environmental inspections and other tests; provided, Seller shall have the right to accompany Purchaser (or have a representative of Seller accompany Purchaser) on any of such inspections.

Section 4.3 Due Diligence/Termination Right. Purchaser shall have until 5:00 p.m. eastern standard time on the last day of the Inspection Period in which to examine, inspect, and investigate the Property Information and the Property and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Purchaser may terminate this Agreement for any reason or no reason at all by sending written notice thereof to Seller on or before the 5:00 p.m. eastern standard time on the last day of the Inspection Period. In addition, Purchaser shall be deemed to have accepted the Property and elected to proceed to Closing under this Agreement, subject to the conditions precedent thereto as set forth in Article 6, unless Purchaser delivers to Seller written notice of Purchaser's election to terminate this Agreement (the "**Due Diligence Termination Notice**") on or before 5:00 p.m. eastern standard time on the last day of the Inspection Period. Unless Purchaser timely delivers a Due Diligence Termination Notice pursuant to this **Section 4.3**, then upon expiration of the Inspection Period, this Agreement shall continue in full force and effect, and Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this **Section 4.3**. In the event Purchaser timely delivers a Due Diligence Termination Notice pursuant to this **Section 4.3**, the Earnest Money shall be returned to Purchaser.

Section 4.4 Purchaser's Responsibilities. In conducting any inspections, investigations or tests of the Property and/or the Property Information, Purchaser and its agents and representatives shall: (a) not unreasonably interfere with the operation and maintenance of the Property; (b) not damage any part of the Property or any personal property owned or held by any Tenant or any third party; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (g) repair any damage to the Real Property resulting directly from any such inspection or tests.

Section 4.5 Purchaser's Agreement to Indemnify. Purchaser indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Purchaser's inspections or tests permitted under this Agreement or any violation of the provisions of **Section 4.2** and **Section 4.4**. Purchaser's obligations under this **Section 4.5** shall survive the termination of this Agreement and shall survive the Closing for a period of six (6) months.

ARTICLE 5 TITLE AND SURVEY

Section 5.1 Title Commitment. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser, at Seller's cost, a standard owner's preliminary title commitment (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price, describing the Land, showing the Purchaser as the proposed insured, contain the commitment of the Title Company to insure Purchaser's fee simple interest in the Property upon the Closing, and show that title to the Property is good and marketable and insurable subject only to those liens, encumbrances, exceptions or qualifications which are permitted as set forth in this Agreement; and which shall have legible copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

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Section 5.2 **Survey.** Seller shall provide Purchaser with a copy of an existing survey of the Land, if any. At Purchaser's sole cost and expense, Purchaser may obtain a new survey from a surveyor of Purchaser's choice (the "**Survey**") prepared and certified as to all matters shown thereon by a surveyor licensed in the state where the Land is located and otherwise acceptable to Purchaser. Purchaser shall deliver a copy of the Survey to Seller promptly upon Purchaser's receipt of same.

Section 5.3 **Title Review.** At any time and from time to time during the Title and Survey Review Period, Purchaser may object in writing ("**Purchaser's Objection Notice**") to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Purchaser so objects shall be "**Non-Permitted Exceptions**"; if no such objection notice is given during the Title and Survey Review Period, except as otherwise provided below, all matters reflected by the Survey and Title Commitment shall be "**Permitted Exceptions**". Seller may, but shall not be obligated to, at its sole cost and expense, cure, or remove or have the Title Company insure around (or commit in writing to do so by Closing), in a manner reasonably acceptable to Purchaser, some or all Non-Permitted Exceptions, and give Purchaser written notice thereof ("**Seller's Cure Notice**") within five (5) Business Days after Seller receives the Purchaser's Objection Letter; provided, however, Seller, at its sole cost and expense, shall be obligated to cure, remove or, if approved by Purchaser in its sole discretion, insure around by Closing all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other monetary liens and encumbrances against the Property arising by, through or under Seller (other than the liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Purchaser objects thereto during the Title and Survey Review Period (the "**Monetary Liens**"), and all such matters shall be deemed Non-Permitted Exceptions. In the event that Seller does not deliver a Seller's Cure Notice within the aforesaid required time period, then Seller shall be deemed to have elected not to cure all matters set forth in Purchaser's Objection Notice. If Purchaser is not satisfied with the matters that Seller has agreed and not agreed to cure in Seller's Cure Notice or if Seller does not deliver a Seller's Cure Notice within the required time period, then Purchaser may, as its sole and exclusive remedy elect, on or before the end of the Inspection Period, to either (a) terminate this Agreement and recover the Earnest Money by providing written notice of termination to Seller, and neither Purchaser nor Seller shall thereafter have any obligations under this Agreement except those that expressly survive the termination of this Agreement, or (b) purchase the Property subject to the Non-Permitted Exceptions (other than Monetary Liens), in which event such Non-Permitted Exceptions (other than Monetary Liens) shall thereafter be Permitted Exceptions. If Purchaser fails to terminate this Agreement on or before the end of the Inspection Period, Purchaser shall be deemed to have accepted the Title Commitment and Survey in their then current conditions, subject to Seller's commitment to resolve the matters raised in Purchaser's Objection Notice that Seller agreed to cure in the Seller's Cure Notice, and all exceptions remaining in the Title Commitment shall be Permitted Exceptions (other than Monetary Liens).

Purchaser shall have the right to have the Title Commitment and Survey updated until the date of Closing and if, between the end of the Title and Survey Review Period and Closing, Purchaser receives notice of additional liens, encumbrances or other matters not reflected in the initial Title Commitment or Survey or otherwise becomes aware of such matters, Purchaser may submit an additional Purchaser's Objection Notice ("**Additional Purchaser's Objection Notice**") regarding such additional Non-Permitted Exceptions, provided that Purchaser must deliver said Additional Purchaser's Objection Notice within five (5) Business Days of receiving notice about or becoming aware of such additional matter and, in the absence of the provision of any such Additional Purchaser's Objection Notice within such time period, such additional matter shall be deemed to be a Permitted Exception (unless such exception is a Monetary Lien). Seller may, but shall not be obligated to, at its sole cost and expense, commit to cure, remove or insure around by Closing, in a manner reasonably acceptable to Purchaser, any or all Non-Permitted Exceptions raised in the Additional Purchaser's Objection Notice and give Purchaser written notice thereof by way of an additional Seller's Cure Notice ("**Additional Seller's Cure Notice**") delivered within five (5) Business Days after its receipt of Purchaser's Additional Purchaser's Objection Notice with respect to such additional

matter. If Purchaser is not satisfied with the matters that Seller has agreed and not agreed to cure in the Additional Seller's Cure Notice or if Seller does not deliver an Additional Seller's Cure Notice within the required time period (in which event Seller shall be deemed to have elected to cure none of the matters contained within the Additional Purchaser's Objection Notice) and such additional matters arose by, through or under Seller and would adversely affect the title to the Property, then Purchaser may, on or before the date which is two (2) Business Days after receipt of Seller's Additional Cure Notice (or if no notice is given, then within two (2) Business Days after the expiration of the period within which Seller was to deliver an Additional Seller's Cure Notice) but in no event later than the Closing Date, as its sole and exclusive remedy elect to either (a) terminate this Agreement and recover the Earnest Money by providing written notice of termination to Seller, and neither Purchaser nor Seller shall have thereafter any obligations under this Agreement except those that expressly survive the termination of this Agreement, or (b) purchase the Property subject to the Non-Permitted Exceptions (other than Monetary Liens), in which event such Non-Permitted Exceptions (other than Monetary Liens) shall thereafter be Permitted Exceptions.

Section 5.4 Delivery of Title Policy at Closing. In the event that the Title Company does not issue at Closing, or unconditionally commit at Closing, to issue, to Purchaser, due to no fault of Purchaser, an owner's title policy in accordance with the Title Commitment, insuring Purchaser's title to the Property in the amount of the Purchase Price, subject only to the standard exceptions and exclusions from coverage contained in such policy and the Permitted Exceptions (the "Title Policy"), Purchaser shall notify Seller as soon as possible prior to Closing, and Seller may at its option adjourn the Closing for up to but not more than fifteen (15) days to try to resolve such issues with the Title Company. If at Closing, as such Closing may have been adjourned by Seller as provided herein, Title Company still shall not issue, or unconditionally commit to issue to Purchaser such title policy due to no fault of Purchaser, then Purchaser shall have the right to terminate this Agreement, in which case Earnest Money shall be immediately returned to Purchaser and the parties hereto shall thereafter have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

ARTICLE 6

PURCHASER'S CONDITIONS PRECEDENT

Section 6.1 Permits and Approvals. Purchaser's obligation to proceed with the transaction contemplated by this Agreement is contingent upon Purchaser obtaining from Brevard County the final, non-appealable, permits and approvals which are necessary for Purchaser's development of the Property for Purchaser's Intended Use, and shall include without limitation, land use amendment, rezoning, site plan and engineering approvals (collectively, the "Permits and Approvals"). The Purchaser's intended use for the property is as a storage facility (the "Intended Use"). The Purchaser shall commence application for the Permits and Approvals within sixty (60) days of the Effective Date and shall have two hundred and seventy (270) days after the Inspection Period in which to obtain the Permits and Approvals (the "Permits and Approvals Period"). If the Purchaser shall fail to obtain the Permits and Approvals on or before the end of the Permits and Approvals Period, then Purchaser shall have the right and option to either (i) waive the condition and proceed with Closing by delivering written notification of such waiver and election to Seller within one (1) business day after expiration of the Permits and Approvals Period or (ii) terminate this Agreement by delivering written notification of such termination to Seller, in which event, and provided there is no default by Purchaser hereunder, the Earnest Money shall be refunded to Purchaser, and this Agreement shall be deemed terminated and shall be null and void without recourse to either party hereto, except for those obligations which expressly survive the termination of this Agreement.

Section 6.2 Cooperation. Purchaser and Seller recognize that the ability to perform under this Agreement will require cooperation among them. Accordingly Purchaser and Seller shall reasonably cooperate with each other and with the governmental authorities in an effort to obtain the Permits and Approvals as quickly as possible. To the extent required by the applicable governmental authorities, Seller agrees to join in on the execution of any application required in order to apply for the Permits and Approvals

or any other approvals (or file such application individually if the relevant governmental authority shall so require). For purposes of this Agreement, Seller agrees, subject to Seller's approval, which approval shall not be unreasonably withheld, to execute and join in (or cause such other necessary party to execute and join in) on any applications within five (5) Business Days from written request for same by Purchaser. Seller further agrees to cooperate as reasonably necessary with Purchaser in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise cooperating with the efforts of Purchaser to obtain the agreements, assurances, approvals and permits required by Purchaser without additional cost or obligation to Purchaser. Purchaser shall be obligated to pay the cost and expense of obtaining the Permits and Approvals and Seller shall have absolutely no obligation or liability with regard to same, except to cooperate with the efforts of Purchaser to obtain the agreements, assurances, approvals and permits required by Purchaser as set forth above. Furthermore, after the Effective Date hereof and prior to Closing, Seller agrees not to record any documents affecting title to the Property without first providing Purchaser with the opportunity to review and approve same, with such approval not to be unreasonably withheld, conditioned or delayed by Purchaser; however, such review and approval rights of Purchaser shall not be applicable to any documents to be recorded which are expressly contemplated by this Agreement.

ARTICLE 7 OPERATIONS AND CONDEMNATION

Section 7.1 Ongoing Operations. From the Effective Date through Closing:

(a) New Contracts. Seller will not enter into any contract that could be an obligation affecting the Property subsequent to the Closing, unless (1) Seller obtains Purchaser's prior written approval (which approval may be withheld in Purchaser's sole and absolute discretion) or (2) such contract is of the type that is entered into in the ordinary course of business and is terminable without cause and without the payment of any termination penalty on not more than thirty (30) days' prior notice.

(b) No New Encumbrances. Except as contemplated and required by this Agreement, after the Effective Date, Seller shall not, without the prior written consent of Purchaser (which consent may be withheld in Purchaser's sole and absolute discretion), grant, permit or otherwise create or consent to the creation of any easement, subdivision plat, restriction, restrictive covenant, lien, assessment, or encumbrance affecting any portion of the Property which would survive the Closing contemplated hereunder.

(c) Preservation Of Representations And Warranties. Seller shall take no affirmative action, nor shall it neglect to take some action in the reasonable course of business, that would cause any of its Representations And Warranties to become untrue in the course of this Agreement.

Section 7.2 Condemnation. If proceedings in eminent domain are instituted with respect to the Property or any portion thereof, Seller shall promptly give Purchaser written notice thereof (including a reasonably detailed description of the portion of the Property affected thereby), and if (and only if) such condemnation would (i) materially adversely affect the ability of Purchaser to use the Property in the manner and for the purpose as required by the Intended Use, (ii) would permanently block access between the Property and a public right of way, or (iii) would materially adversely affect the value of the Property, Purchaser may, at its option, by written notice to Seller given within fifteen (15) days after Seller notifies Purchaser of such proceedings (but in all events prior to the Closing Date), either: (a) terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event (and in the event that there is a condemnation that does not permit Purchaser to terminate this Agreement) Seller shall, at the Closing,

assign to Purchaser its entire right, title and interest in and to any condemnation award and shall credit Purchaser for any such award received by Seller after the Effective Date, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 8 CLOSING

Section 8.1 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur either through mail or in person on the Closing Date through an escrow with Escrow Agent. Funds shall be deposited into and held by Escrow Agent in a closing escrow account. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

Section 8.2 Conditions to Purchaser's Obligation to Close. In addition to all other conditions set forth herein, the obligation of Purchaser to consummate the transactions contemplated hereunder is conditioned upon the following:

(a) Representations and Warranties. Except as set forth on the Exhibits to this Agreement, information provided on the Data Site, delivered to Purchaser, or otherwise expressly provided herein, Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date, as modified by any Pre-Closing Disclosures (hereinafter defined). Seller agrees that, should Seller become aware of any fact, matter or circumstance that would make any of Seller's representations or warranties contained herein untrue or incorrect in any material respect, then Seller will provide written notice thereof to Purchaser prior to Closing (any such disclosure being referred to as a "Pre-Closing Disclosure"). If Seller makes any material adverse Pre-Closing Disclosure to Purchaser, or if Purchaser otherwise gains knowledge that one of Seller's representations or warranties becomes untrue or incorrect and same has a material adverse effect on the Property, then within five (5) days after Purchaser's receipt of such Pre-Closing Disclosure or Purchaser's notice of such untrue or incorrect representation or warranty (but in no event later than Closing), Purchaser may, as its sole and exclusive option, either (a) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser and the parties will be released and relieved from all obligations hereunder, except those which expressly survive a termination of this Agreement, or (b) proceed towards Closing. Purchaser's knowledge shall be deemed to include the information provided (i) on the Exhibits to this Agreement or otherwise set forth in this Agreement and (ii) the documents and instruments applicable to the Property posted to the Data Site or otherwise delivered to Purchaser prior to the Closing Date.

(b) Obligations Performed. As of the Closing Date, Seller shall have performed all of its obligations under this Agreement.

Section 8.3 Seller's Deliveries in Escrow. No later than the Closing Date, Seller, at its sole cost and expense, shall deliver in escrow to Escrow Agent the following:

(a) Deed. A special warranty deed in the form reasonably approved by Seller and Purchaser (the "Deed") acceptable for recordation under the law of the state where the Property is located, including a list of Permitted Exceptions to which the conveyance shall be subject, executed and acknowledged by Seller, conveying to Purchaser Seller's interest in the Real Property.

(b) Bill of Sale, Assignment and Assumption. A Bill of Sale, Assignment and Assumption in a form reasonably approved by Seller and Purchaser (the "Assignment"), executed and

acknowledged by Seller, assigning, conveying and transferring to and vesting in Purchaser all of the Property (other than the Land and Improvements) without warranty. At Purchaser's request, Seller shall also deliver a separate Assignment of Development Rights and/or Intangible Personal Property, applicable to the real property, in accordance with the terms of this Agreement.

(c) **Title Affidavit.** A title affidavit in a form reasonably approved by Seller and Purchaser, or as otherwise reasonably required by the Title Company, hereto executed and acknowledged by Seller.

(d) **FIRPTA.** A Foreign Investment in Real Property Tax Act affidavit in the form reasonably approved by Seller and Purchaser and executed by Seller.

(e) **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company and the underwriter for the Title Policy.

(f) **Additional Documents.** Any additional documents that Purchaser, Escrow Agent, or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

Section 8.4 **Purchaser's Deliveries in Escrow.** No later than the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

(a) **Bill of Sale, Assignment and Assumption.** The Assignment, executed and acknowledged by Purchaser.

(b) **Additional Documents.** Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

Section 8.5 **Closing Statements.** As soon as reasonably practicable on the Closing Date, Seller and Purchaser shall deposit (with the parties agreeing that facsimile or emailed signatures are acceptable) with Escrow Agent executed closing statements consistent with this Agreement.

Section 8.6 **Purchase Price.** At or before 2:00 p.m., eastern standard time, on the Closing Date, Purchaser shall deliver, or caused to be delivered, to Escrow Agent the Purchase Price, plus or minus applicable prorations or adjustments, including, but not limited to, at the Closing, (a) the Earnest Money being credited against the Purchase Price and paid by the Escrow Agent to Seller in immediately available funds, (b) prorations as set forth in Section 9.1, (c) closing costs as allocated in Section 9.2, and (d) adjustments as provided in Section 9.3.

Section 8.7 **Possession.** Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Permitted Exceptions and the rights of the Tenants in possession of the Property.

ARTICLE 9

PRORATIONS, COMMISSIONS, IMPACT FEE CREDITS

Section 9.1 **Prorations.** At Closing, the following items shall be prorated (based upon the actual number of days in the month of Closing) as of the date of Closing with all items of income and expense for the Property being borne by Purchaser from and after (but including) the date of Closing: tenant receivables and other income and rents; fees and assessments; prepaid expenses and obligations under service contracts; accrued operating expenses; real and personal ad valorem taxes ("Taxes"); and any

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assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

(a) **Taxes.** If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing (at the maximum discount allowable) which taxes, notwithstanding anything to the contrary contained in this Agreement, and when actual figures are available, an adjustment will be made after Closing as required by this Agreement.

Section 9.2 **Closing Costs.** Closing costs shall be allocated between Seller and Purchaser and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment or updates required to be delivered pursuant to <u>Section 5.1</u>	Seller
Premium for ALTA Title Policy required to be delivered pursuant to <u>Section 5.4</u>	Seller
Premium for any extended coverage upgrade of Title Policy and for any additional endorsements desired by Purchaser and the premium for mortgagee title policy and any lender requested endorsements, the foregoing to be issued at the Simultaneous Issue rate or Florida promulgated rate, as applicable.	Purchaser
Any title search or inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Seller
Costs of survey and/or any revisions, modifications or re-certifications thereto	Purchaser
Deed recording fees	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes or other similar taxes, fees or assessments	Seller
Any mortgage taxes, documentary stamps or intangible taxes for any financing of Purchaser	Purchaser
Any fees and costs charged by Escrow Agent for conducting the Closing	The party choosing the Escrow Agent conducting the Closing
All other closing costs, expenses, charges and fees	The party incurring the same
Fees and costs related to financing	Purchaser

Section 9.3 **Adjustment After Closing.** If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 9.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, and an adjustment shall be made as soon as reasonably possible after the Closing, but in any event within ninety (90) days after Closing (other than for Taxes and tenant receivables), at which time all prorations shall be deemed final. Payments in connection with any adjustment shall be due within thirty (30) days of written notice. All such rights and obligations shall survive the Closing. Seller and Purchaser acknowledge and agree that this Section 9.3 does not limit the requirements of the Seller and Purchaser to reallocate Taxes pursuant to Section 9.1(a) or remit tenant receivables pursuant to Section 9.1.

Section 9.4 Sales Commissions. Seller shall be responsible to Broker for a real estate sales commission at Closing (but only in the event of a Closing in strict accordance with this Agreement) in accordance with a separate agreement between Seller and Broker. Other than as stated above in this Section 9.4, Seller and Purchaser each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under the indemnifying party. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

Section 10.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) Organization and Authority. Seller is a corporation, has been duly organized, is validly existing, is in good standing in the state in which it was formed, and is qualified to do business in the state in which the Real Property is located. Seller has the full right, power and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing (collectively, the "Closing Documents") will be, authorized and duly executed and delivered by Seller and constitute, or will constitute, as appropriate, the legal, valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) Conflicts and Pending Actions. To Seller's Knowledge, there is no agreement to which Seller is a party or that is binding on Seller which is in conflict with this Agreement. Seller has received no written notice of action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or with respect to the Property. Seller has not committed or obligated itself in any manner whatsoever to sell the Property or any interest therein to any other party. To Seller's Knowledge, no rights of first offer or rights of first refusal regarding the purchase of the Property exist under the organizational documents of Seller or under any agreement by which Seller or the Property is or may be bound or affected. To Seller's Knowledge, Seller is not in default or violation of any law, rule, regulation, order, judgment or decree which would have a material adverse effect on the Property.

(c) Due Authority. Seller has all requisite power and authority to own and operate the Property in accordance with its current operations, to execute and deliver this Agreement, and to carry out its obligations hereunder and the transactions contemplated hereby. To Seller's Knowledge, the consummation by Seller of the sale of the Property is not in violation of, or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of Seller, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any applicable Legal Requirement or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(d) Notices. Seller has not received any written notices from any governmental agencies or authorities (1) with respect to any violation of any applicable zoning, building, health, environmental, traffic, flood control, fire safety, handicap or other law, code, ordinance, rule or regulation (collectively, the "Legal Requirements") or (2) of any pending or threatened condemnation proceeding with respect to the Property.

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(e) No Foreign Person. Seller is neither a "foreign person" nor a "foreign corporation" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

(f) Litigation. Seller has received no written notice of any pending or threatened, judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Property.

(g) No Representation or Warranty Regarding Physical Condition of the Property and Improvements. Purchaser acknowledges that Purchaser will have independently and personally inspected the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection and the representations and warranties contained herein. **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO PURCHASER, INCLUDING AS TO THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE.**

(h) Environmental. Neither Seller, nor to the best of Seller's actual knowledge without any independent investigation or inquiry (i) any person during Seller's ownership of the Property, and (ii) any previous owner of the Property or any other person or entity, has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the best of Seller's actual knowledge without any independent investigation or inquiry, has any party ever alleged that any such activities have occurred. To the best of Seller's actual knowledge without any independent investigation or inquiry, no Hazardous Substances are, will be, or have been present on or around the Property in violation of any applicable statutes, ordinances or regulations; and Seller has no notice of any pending or, to the best of Seller's actual knowledge without any independent investigation or inquiry, threatened action or proceeding arising out of the condition of the Property or the Land, or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

When used herein, the phrase "to Seller's Knowledge" or derivations thereof shall mean the current actual knowledge, without investigation or inquiry, of P. Rodney Jackson (the "Seller Representative").

Section 10.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Organization and Authority. Purchaser has been duly organized and is validly existing in good standing in the state in which it was formed. Purchaser has the full right, power and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the legal, valid and binding obligation of Purchaser, enforceable in accordance with their terms. The Seller acknowledges that the Purchaser intends to assign its rights hereunder to a to-be-formed special purpose entity affiliated with Purchaser which, upon consummation of the Closing, acquire title to the Property.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

Section 10.3 Survival of Representations and Warranties. The representations and warranties set forth in this Article 10 are made as of the date of this Agreement, (b) are remade as of the Closing Date, subject to modification by any Pre-Closing Disclosures, and (c) shall not be deemed to be

merged into or waived by the instruments of Closing, but shall survive the Closing or termination of this Agreement for a period of six (6) months (the "Survival Period"). Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder discovered before the end of the Survival Period so long as the party bringing the action for breach files such action within the Survival Period. The provisions of this Section 10.3 shall survive the Closing.

ARTICLE 11 DEFAULT AND REMEDIES

Section 11.1 Seller's Remedies. If Purchaser fails to perform its material obligations pursuant to this Agreement at or prior to Closing for any reason except for the failure of Seller to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Purchaser's representations or warranties are breached or untrue in any material respect, Seller shall be entitled, as its sole remedy, to terminate this Agreement by giving Purchaser and the Escrow Agent written notice thereof prior to or at Closing and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder, in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder, except those that expressly survive the termination of this Agreement. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

Section 11.2 Purchaser's Remedies. If Seller fails to perform its material obligations pursuant to this Agreement for any reason except for the failure of Purchaser to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Seller's representations or warranties are breached or untrue in any material respect and which adversely affect the ability of Purchaser to use the Property for the purpose for which it is currently used or adversely affect the value of the Property, Purchaser shall elect, as its sole remedy, either to (a) terminate this Agreement and recover the Earnest Money by giving Seller and the Escrow Agent timely written notice of such election prior to or at Closing, in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder except those that expressly survive the termination of this Agreement, (b) enforce specific performance of this Agreement (provided that any action for specific performance must be filed no later than thirty (30) days after the occurrence of such breach or default), or (c) proceed to Closing. Purchaser's sole and exclusive remedies shall be limited to those described in Section 10.3, Section 11.2 and Section 11.3.

Section 11.3 Attorneys' Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including reasonable attorneys' fees, incurred in connection with such transaction.

Section 11.4 Notice of Default and Cure. No party shall declare a default unless and until the non-defaulting party has delivered written notice specifying the default, to the defaulting party, and the defaulting party has failed or refused to cure any such default within ten (10) days of the receipt of any such notice.

ARTICLE 12 MISCELLANEOUS

Section 12.1 No Assumption of Liabilities. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement is intended as and shall be deemed to be an agreement for the sale of assets and none of the provisions hereof shall be deemed to create any obligation or liability of any party to any person or entity that is not a party to this Agreement, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise.

Section 12.2 Parties Bound; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may (but no more than one time) assign its rights and obligations under this Agreement without Seller's consent to any entity affiliated with Purchaser, but not otherwise. In the event of such an assignment, Purchaser shall provide written notice to Seller of such assignment and, notwithstanding such assignment, Purchaser shall remain liable under this Agreement. This Agreement is for the sole benefit of Seller and Purchaser, and no third party is intended to be a beneficiary of this Agreement.

Section 12.3 Headings. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

Section 12.4 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

Section 12.5 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located without giving effect to its choice of law provisions.

Section 12.6 Survival. The provisions of this Agreement shall not survive the Closing, except for those specific provisions that are specifically stated herein to survive the Closing. Those provisions which are specifically stated herein to survive the Closing shall not be deemed to be merged into or waived by the instruments of Closing.

Section 12.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

Section 12.8 Time. Time is of the essence in the performance of this Agreement.

Section 12.9 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in 1.2. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, (d) by facsimile transmission with a confirmation copy delivered by another method permitted under this Section 12.9, or (e) by electronic mail addressed to the electronic mail address set forth in Section 1.2 for the party to be notified with a confirmation copy delivered by another method permitted under this Section 12.9. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. In no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other

party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

Section 12.10 Construction; Waiver. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Unless otherwise set forth herein, the word "including" and any derivation thereof shall mean "including, without limitation." No provision of this Agreement shall be deemed to be waived by either party unless the waiver is in writing and signed by that party. Unless otherwise expressly provided herein, no consent or approval by either party shall be deemed to be given unless the consent or approval is in writing and signed by that party. No custom or practice that may evolve between Purchaser and Seller during the term of this Agreement shall be deemed or construed to waive or lessen the right of either of the parties hereto to insist upon strict compliance with the terms of this Agreement.

Section 12.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. eastern standard time in the state in which the Real Property is located unless otherwise expressly provided herein. As used herein, the term "Business Day" means any day that is not a Saturday, Sunday or legal holiday for national banks in the city in which the Real Property is located.

Section 12.12 Execution in Counterparts; Offer and Acceptance. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or electronic mail counterparts of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day by any of the delivery methods set forth in Section 12.9 other than facsimile or electronic mail.

Section 12.13 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

Section 12.14 No Marketing. Seller agrees not to market any portion of the Property for sale from the Effective Date until the earlier of (a) the Closing or (b) a termination of this Agreement.

Section 12.15 Joint and Several Liability. Each of the parties executing this Agreement as a "Seller" are jointly and severally liable for all obligations of Seller under this Agreement.

Section 12.16 Recordation. Neither this Agreement, nor any short form, memorandum or notice thereof shall be recorded in any public records. The recording of this Agreement, or any short form, memorandum or notice thereof in any public records by or at the instance of Purchaser shall, at Seller's election, constitute an event of default under this Agreement by Purchaser, which shall immediately give Seller the right, at its election, to terminate this Agreement and to receive the Earnest Money.

SECTION 12.17 1031 Exchange. Seller's sale of the Property may be the sale of relinquished property and Purchaser's acquisition of the Property may be the acquisition of replacement property in a qualifying exchange of like-kind property under Section 1031 of the Internal Revenue Code, as amended ("Exchange"), pursuant to separate Exchange Agreements with a qualified intermediary (the "Intermediary"). The parties agree to cooperate with each other (without liability or cost to the other party) in the completion of each other's Exchange. Such cooperation shall include (i) the assignment of this Agreement by a party to the Intermediary, and the acknowledgment of such assignment by the other party, (ii) the acceptance of the Purchase Price from or by the Intermediary, (iii) the conveyance of the Property to Purchaser pursuant to a written direction of the Intermediary, and (iv) the reassignment of this Agreement to the exchanging party from the Intermediary immediately following the completion of Exchange, and the acknowledgment by the other party of such reassignment. The exchanging party shall in all events be responsible for all costs and expenses related to Exchange and shall fully indemnify, defend and hold the other party harmless for, from and against any and all liability, claims, damages, expenses (including, without limitation, reasonable attorneys' and paralegal fees), taxes, fees, proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such party's Exchange that would not have been incurred by the other party if the transaction did not involve Exchange. EACH EXCHANGING PARTY HEREBY ACKNOWLEDGES THAT THE EXCHANGING PARTY IS AND SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS RELATED TO THE ITS EXCHANGE. FURTHER, THE EXCHANGING PARTY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY OF ITS AGENTS, REPRESENTATIVES OR AFFILIATES HAS ADVISED THE EXCHANGING PARTY, AND NO SUCH PERSON OR ENTITY HAS ANY OBLIGATION OR DUTY TO ADVISE THE EXCHANGING PARTY, WITH RESPECT TO WHETHER THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT COMPLIES WITH THE LAWS, RULES AND REGULATIONS APPLICABLE TO SUCH EXCHANGING PARTY'S EXCHANGE. FURTHER, THE EXCHANGING PARTY REPRESENTS, WARRANTS AND ACKNOWLEDGES TO THE OTHER PARTY THAT IT HAS RELIED UPON ITS OWN TAX AND LEGAL COUNSEL IN DETERMINING COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO ITS EXCHANGE. THE PROVISIONS OF THIS SECTION 12.17 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

Section 12.18 Non-Disclosure. Neither party shall make public disclosure with respect to this transaction before the Closing except:

- (a) as may be required by law; and
- (b) to such tenants or prospective tenants of the Property, local authorities, attorneys, accountants, present or prospective sources of financing, partners, directors, officers, employees and representatives of either party or of such party's advisors who need to know such information for the purpose of evaluating and consummating the transaction, including the financing of the transaction; and
- (c) the foregoing notwithstanding, upon the end of the Inspection Period, Purchaser will be permitted to erect a sign announcing the pending development of its Intended Use.

Section 12.19 as may be permitted specifically by the terms of this Agreement.

ARTICLE 13

"AS IS" CONDITION; LIMITATION OF LIABILITY

Section 13.1 DISCLAIMER AND RELEASE. ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND PURCHASER'S OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER AGREES TO TAKE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS

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AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS ("DISCLOSURES") PROVIDED OR MADE TO PURCHASER OR ITS CONSTITUENTS BY SELLER, ITS AGENTS OR EMPLOYEES CONCERNING THE CONDITION (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION) OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OR IN ANY DOCUMENTS DELIVERED AT CLOSING. EXCEPT AS MAY OTHERWISE BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, PURCHASER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, PURCHASER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. PURCHASER, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR ITS AFFILIATES, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, OR ASSIGNS (COLLECTIVELY, "SELLER AND ITS AFFILIATES") BASED ON (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED, (B) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY; OR (C) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 13.1 SHALL BE DEEMED TO BE A WAIVER, RELEASE OR AGREEMENT NOT TO MAKE A CLAIM OR BRING AN ACTION FOR ANY VIOLATION BY SELLER OF ITS EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR

CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME (IN ADDITION TO THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN) AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS AGREEMENT. UPON CLOSING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

THE PROVISIONS OF THIS SECTION 13.1 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED THEREIN.

Section 13.2 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement on the day and year written below.

PURCHASER

CONDEV PROPERTIES, LLC, a Florida limited liability company

By: 

NAME PRINTED: PETER V. GARDNER

AS ITS: MANAGER

DATE

EXECUTED: 10/29/19

[REMAINING SIGNATURE ON FOLLOWING PAGE]

[SELLER SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

SELLER

BREVARD TOWER COMMUNICATIONS, INC.,
a Florida corporation

By: P. Rodney JACKSON

NAME PRINTED: P. RODNEY JACKSON

AS ITS: PRESIDENT

DATE

EXECUTED: 10-24-2019

LIST OF EXHIBITS

Exhibit A- Legal Description of Real Property

Exhibit B - Property Information

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

E 1/2 Of SW 1/4 Of SE 1/4 & W 132 Ft Of NE 1/4 Of Se 1/4 Ex_n 260' Of 5300' Of E 1/2 Of Sw 1/4 Of Of Se 1/4, Canal No 65, Orb 1328 Pg 84 Par 758.1 , Public Records of Brevard, County, FL. The foregoing may be further described by a survey of the Land.

Parcel ID: 28-26-12-00-758

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EXHIBIT B

PROPERTY INFORMATION

[TBD]

LEGAL DESCRIPTION:

(Per Old Republic National Title Insurance Company File No.: 19129417 LLC)

A portion of the lands described in Official Records Book 3277, Page 924, of the Public Records of Brevard County, Florida, said lands lying in Section 13, Township 28 South, Range 36 East and being more particularly described as follows:

Beginning at the Southwest Corner of Tract ST-1, Sawgrass Lakes Phase One, according to the plat thereof, as recorded in Plat Book 60, Pages 52 through 63 of the said public records, said point being the POINT OF BEGINNING; thence South 89 degrees 32 minutes 31 seconds West, along the North right-of-way line to Norfolk Parkway, per said Sawgrass Lakes Phase One, a distance of 662.33 feet to the Easterly line of said Sawgrass Lakes Phase One, thence North 01 degrees 30 minutes 06 seconds East, along said East line, a distance of 1,151.77 feet; thence leaving said line, North 89 degrees 32 minutes 54 seconds East, a distance of 662.19 feet to the East line of Parcel 1 of said Official Records Book 3277, Page 924; thence South 01 degrees 29 minutes 41 seconds West, along the East line of said Parcel 1 and the East line of Parcel 2 of the Official Records Book 3277, Page 924, a distance of 1,151.69 feet to the POINT OF BEGINNING.



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2802674
Owners Brevard Tower Communications Inc
Mailing Address 405 Newfound Harbor Dr Merritt Island FL 32952
Site Address 3545 Carriage Gate Dr Unit Tower Melbourne FL 32904
Parcel ID 28-36-13-00-756
Property Use 9900 - Acreage - Vacant, 5 Acres OR More
Exemptions None
Taxing District 5300 - Unincorp District 5
Total Acres 8.87
Subdivision --
Site Code 0143 - Lake(Borrowpit) Frtg
Plat Book/Page --
Land Description S 1/2 Of E 1/2 Of NW 1/4 Of SE 1/4 As Desc IN Orb 586
Pg 439 Exc Orb 3446 Pg 653



VALUE SUMMARY

Category	2019	2018	2017
Market Value	\$147,680	\$124,900	\$124,900
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$137,390	\$124,900	\$124,900
Assessed Value School	\$147,680	\$124,900	\$124,900
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$137,390	\$124,900	\$124,900
Taxable Value School	\$147,680	\$124,900	\$124,900

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/01/1993	\$800	PT	Improved	3277/0924
01/01/1989	\$175,000	PT	--	3051/0457
12/30/1983	\$70,000	WD	--	2487/1312
05/08/1963	\$10,000	WD	Improved	0586/0439

No Data Found



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2802676
Owners Brevard Tower Communications Inc
Mailing Address 405 Newfound Harbor Dr Merritt Island FL 32952
Site Address Not Assigned
Parcel ID 28-36-13-00-758
Property Use 9900 - Acreage - Vacant, 5 Acres OR More
Exemptions None
Taxing District 5300 - Unincorp District 5
Total Acres 18.11
Subdivision --
Site Code 0143 - Lake(Borrowpit) Frtg
Plat Book/Page --
Land Description E 1/2 Of SW 1/4 Of SE 1/4 & W 132 Ft Of NE 1/4 Of SE 1/4 Ex_N 260' Of 5300' Of E 1/2 Of SW 1/4 Of Of SE 1/4, Canal No 65, Orb 1328 Pg 84 Par 758.1

VALUE SUMMARY

Category	2019	2018	2017
Market Value	\$271,650	\$27,170	\$27,170
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$29,880	\$27,170	\$27,170
Assessed Value School	\$271,650	\$27,170	\$27,170
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$29,880	\$27,170	\$27,170
Taxable Value School	\$271,650	\$27,170	\$27,170

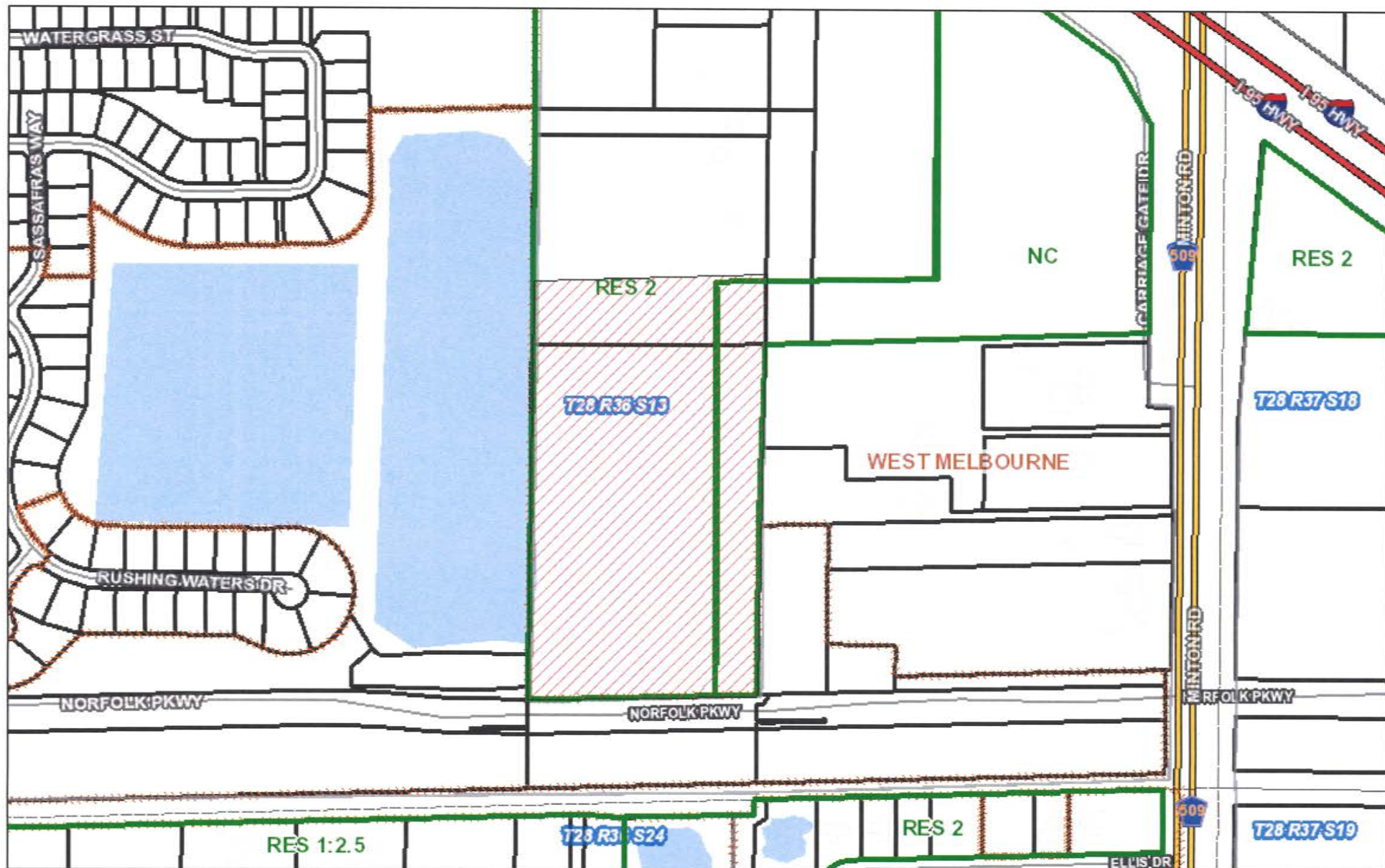
SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/01/1993	\$800	PT	Improved	3277/0924
02/01/1989	\$175,000	PT	--	3051/0457
12/30/1983	\$70,000	WD	--	2487/1312
08/01/1967	\$24,000	--	--	0970/0343

No Data Found

44

Part of Account #s: 2802676 and 2802674



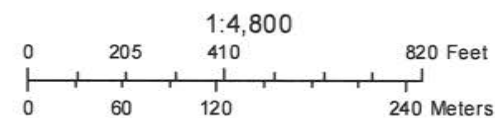
Future Landuse

Section

City (Large Scale)

CAPE CANAVERAL

March 4, 2020



LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Ordinance

ORDINANCE NO. 20__

ORDINANCE AMENDING ARTICLE III, CHAPTER 62, OF THE CODE OF ORDINANCES OF BREVARD COUNTY; ENTITLED "THE COMPREHENSIVE PLAN", SETTING FORTH PLAN AMENDMENT 2020-2.1; AMENDING SECTION 62-501, ENTITLED "CONTENTS OF THE PLAN"; SPECIFICALLY AMENDING SECTION 62-501, PART XI, ENTITLED FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP SERIES; PROVIDING FOR INTERNAL CONSISTENCY WITH THESE AMENDMENTS; PROVIDING LEGAL STATUS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Section 163.3167, Florida Statutes, requires each County in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Community Affairs; and

WHEREAS, on September 8, 1988, the Board of County Commissioners of Brevard County, Florida, approved Ordinance No. 88-27, adopting the 1988 Brevard County Comprehensive Plan, hereafter referred to as the 1988 Plan; and

WHEREAS, Sections 163.3184 and 163.3187, and 163.3189, Florida Statutes, established the process for the amendment of comprehensive plans pursuant to which Brevard County has established procedures for amending the 1988 Plan; and

WHEREAS, Brevard County initiated amendments and accepted application for amendments to the Comprehensive Plan on July 24, 2020, for adoption as an Out of Cycle Large Scale Comprehensive Plan Amendment 2020-2.1; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, have provided for the broad dissemination of proposals and alternatives, opportunity for written comments, public hearings after due public notice, provisions for open discussion, communication programs and consideration of and response to public comments concerning the provisions contained in the 1988 Plan and amendments thereto; and

WHEREAS, Section 62-181, Brevard County Code designated the Brevard County Planning and Zoning Board as the Local Planning Agency for the unincorporated areas of Brevard County, Florida, and set forth the duties and responsibilities of said local planning agency; and

WHEREAS, on January 11, 2021, the Brevard County Local Planning Agency held a duly noticed public hearing on Plan Amendment 2020-2.1, and considered the findings and advice of the Technical Advisory Groups, and all interested parties submitting comments; and

WHEREAS, on February 4, 2021, the Brevard County Board of County Commissioners held a duly noticed public hearing, and considered the findings and recommendations, and all interested parties submitting written or oral comments, and the recommendations of the Local Planning Agency, and upon thorough and complete consideration and deliberation, approved the adoption of Plan Amendment 2020-2.1; and

WHEREAS, Plan Amendment 2020-2.1 adopted by this Ordinance complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Plan Amendment 2020-2.1 adopted by this Ordinance is based upon findings of fact as included in the data and analysis.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

Section 1. Authority. This ordinance is adopted in compliance with, and pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section 2. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to clarify, expand, correct, update, modify and otherwise further the provisions of the 1988 Brevard County Comprehensive Plan.

Section 3. Adoption of Comprehensive Plan Amendments. Pursuant to Plan Amendment 2020-2.1 to the 1988 Comprehensive Plan, Article III, Chapter 62-504, Brevard County Code, the 1988 Brevard County Comprehensive Plan is hereby amended as specifically shown in Exhibit A. Exhibit A is hereby incorporated into and made part of this Ordinance.

Section 4. Legal Status of the Plan Amendments. After and from the effective date of this Ordinance, the plan amendment, Plan Amendment 2020-2.1, shall amend the 1988 Comprehensive Plan and become part of that plan and the plan amendment shall retain the legal status of the 1988 Brevard County Comprehensive Plan established in Chapter 62-504 of the Code of Laws and Ordinances of Brevard County, Florida, as amended.

Section 5. Severability. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 6. Effective Date. The plan amendment shall become effective once the state land planning agency issues a final order determining the adopted amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(9), or until the Administration Commission issues a final order determining the amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(10). A certified copy of the ordinance shall be filed with the Office of the Secretary of the State, State of Florida, within ten days of enactment.

DONE AND ADOPTED in regular session, this ____ day of _____, 2020.

ATTEST

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

By: _____

Rachel Sadoff, Clerk

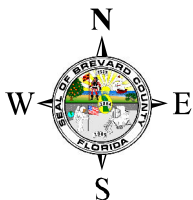
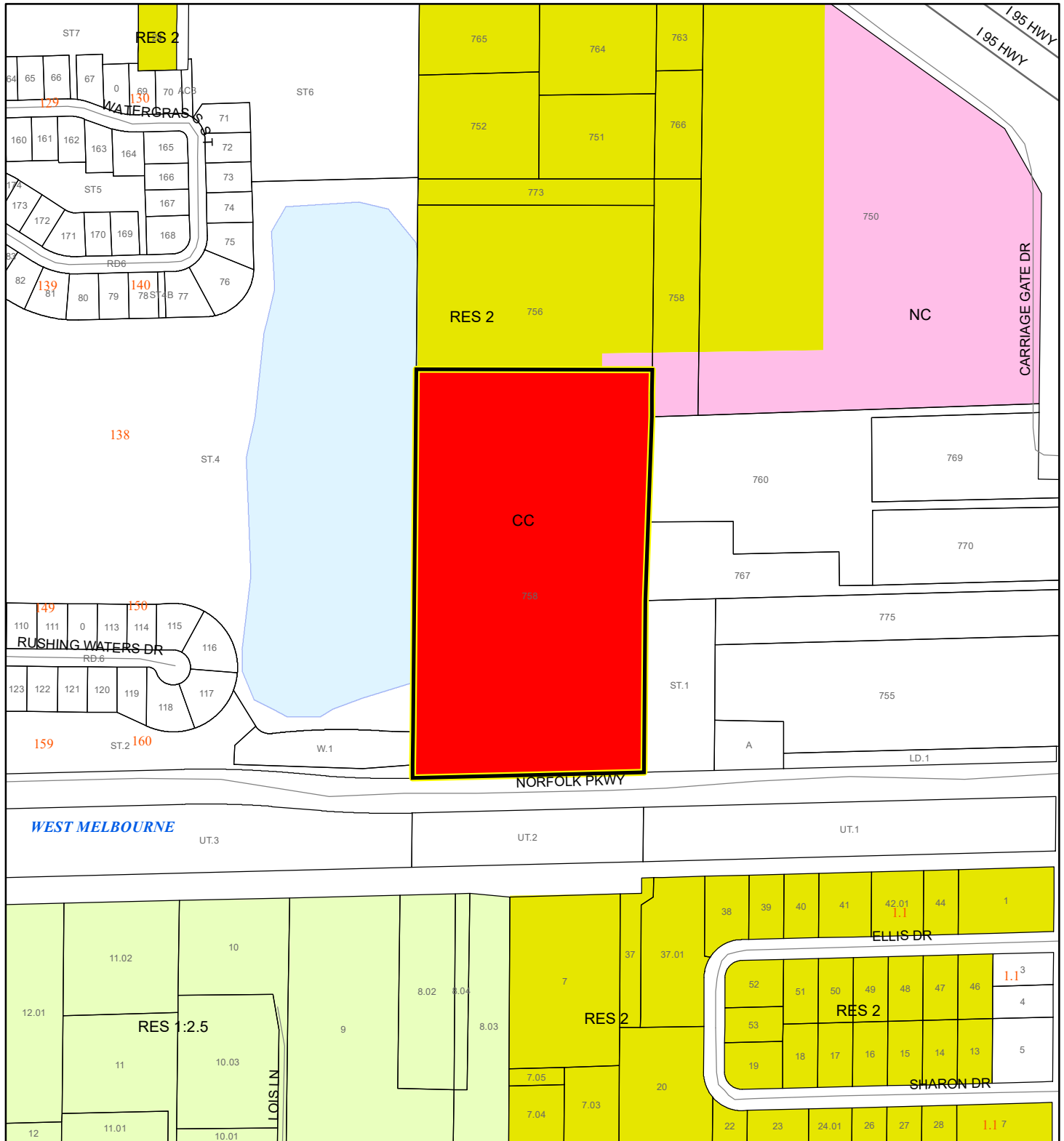
Rita Pritchett, Chair

Approved by the Board on _____, 2020.

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Exhibit A

PROPOSED FUTURE LAND USE MAP

Comprehensive Plan Amendment 2020-2.1
Brevard Tower Communications 20PZ00072



1:4,800 or 1 inch = 400 feet

Subject Property
 Parcels

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

Produced by BoCC - GIS Date: 7/30/2020

LSCPA
Brevard Tower Communications, Inc.
Adoption 2020-2.1
State Agency Comments

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

November 23, 2020

Ms. Cheryl Campbell, Planner III
Brevard County
Planning & Development Department
2725 Judge Fran Jamieson Way, Suite A-114
Viera, Florida 32940

Dear Ms. Campbell:

Thank you for submitting **Brevard County's** proposed comprehensive plan amendment submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is **20-02ESR**.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than December 23, 2020.

If you have any questions please contact Terri Stoutamire, Plan Processor at (850) 717-8513 or Kelly Corvin, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850)717-8503.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/ts

cc: The Honorable Bryan Lober, Chair, Brevard County

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

November 23, 2020

Ms. Cheryl Campbell, Planner III
Brevard County
Planning & Development Department
2725 Judge Fran Jamieson Way, Suite A-114
Viera, Florida 32940

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Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/ts

cc: The Honorable Bryan Lober, Chair, Brevard County

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
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www.twitter.com/FLDEO | www.facebook.com/FLDEO

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

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

November 6, 2020

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item H.7., Transmittal Letter for 2020-2.1 Large Scale Comprehensive Plan Amendment Package

The Board of County Commissioners, in regular session on November 5, 2020, conducted the public hearing, executed, and approved the Transmittal Letter for the 2020-2.1 Large Scale Comprehensive Plan Amendment initiated by Brevard Tower Communications, Inc. to amend Part XI, the Future Land Use Element to change the Future Land Use Map Series designation from Residential 2 and Neighborhood Commercial to Community Commercial. Enclosed is the executed Transmittal Letter.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

Encl. (1)



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department

2725 Judge Fran Jamieson Way

Suite A-114

Viera, FL 32940

Phone: (321)633-2070

November 5, 2020

Mr. Ray Eubanks
Plan Processing Administrator Division of Community Planning
Florida Department of Economic Opportunity
107 East Madison Street, MSC-160
Tallahassee, FL 32399-4120

Re: 2020-2 Out of Cycle Large Scale Comprehensive Plan Amendment Transmittal Package

Dear Mr. Eubanks,

Enclosed please find the Transmittal package for the 2020-2 Out of Cycle Large Scale Comprehensive Plan Amendment. There is one private application for amendment being considered for Transmittal: 2020-2.1 submitted by Brevard Tower Communications Inc., more fully described in the attached staff comments for 20PZ00072.

The Local Planning Agency held a public hearing regarding the Transmittal of the 2020-2.1 Comprehensive Plan Amendment on October 19, 2020. The Brevard County Board of County Commissioners approved the Transmittal of the 2020-2.1 Comprehensive Plan Amendment package during a public hearing on November 5, 2020.

Copies of the proposed amendment Transmittal package have been sent to the St. Johns River Water Management District, the East Central Florida Regional Planning Council, the Florida Department of Environmental Protection, the Florida Department of Transportation (District 5), the Florida Department of State, the Florida Game and Freshwater Fish Commission, the Florida Department of Education, the Florida Department of Agriculture and Consumer Services, and the Patrick Air Force Base Military Installation.

The plan amendment's "content and effect" is included in this mailing. Brevard County is submitting the proposed LSCPA under the expedited state review process.

The proposed amendment package is anticipated to be adopted by Brevard County on February 5, 2021.

The proposed amendment package is not within an area of critical state concern.

The proposed amendment package is not within the Wekiva River Protection Area.

The proposed amendments are not being adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

The contact person for the 2020-2 Plan Amendment package is:

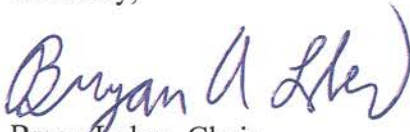
Cheryl Campbell, Planner III
Cheryl.Campbell@brevardfl.gov
Planning and Development Department
2725 Judge Fran Jamieson Way, Building A Viera, FL 32940
PHONE (321) 633-2070 - FAX (321) 633-2074

A local newspaper of general circulation is:

Florida Today 1 Gannett Plaza
Melbourne, FL 32940
(321) 259-5555

In accordance with Florida Statutes, one paper copy and two copies in Portable Document Format (PDF) on the enclosed CD-ROM of the proposed amendment package including all proposed text, maps, and support documents are sent to your office via this transmittal. If you have any questions regarding the enclosed materials, please contact Cheryl Campbell at the above address.

Sincerely,



Bryan A. Lober, Chair

cc:

Brevard County Board of County Commissioners
Frank Abbate, County Manager
Eden Bentley, County Attorney
Tad Calkins, Director, Planning and Development Department
East Central Florida Regional Planning Council
St. Johns River Water Management District
FDOT District Five Florida Department of Environmental Protection
Florida Division of Historic Resources
Florida Fish and Wildlife Conservation Commission
Florida Division of Agriculture and Consumer Services
Florida Department of Education
Patrick Air Force Base Military Installation

Campbell, Cheryl

From: Hight, Jason <Jason.Hight@MyFWC.com>
Sent: Thursday, December 3, 2020 9:22 AM
To: Campbell, Cheryl
Cc: DCPexternalagencycomments@deo.myflorida.com; Conservation Planning Services; DiGruttolo, Laura; Cucinella, Josh
Subject: Brevard County Comprehensive Plan Amendment 20-02ESR (2020-2.1)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Campbell:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to listed species and their habitat or other fish and wildlife resources to offer on this amendment.

If you have specific technical questions, please contact Laura DiGruttolo at (352) 433-5499 or Laura.DiGruttolo@myfwc.com. All other inquiries may be directed to our office by email at ConservationPlanningServices@MyFWC.com.

Sincerely,

Jason Hight
Land Use Planning Program Administrator
Florida Fish and Wildlife
Conservation Commission
620 S. Meridian Street, MS5B5
Tallahassee, FL 32399
850-413-6966

Brevard County 20-02ESR_42907

Campbell, Cheryl

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Wednesday, December 16, 2020 8:27 AM
To: Campbell, Cheryl
Cc: 'DCPexternalagencycomments@deo.myflorida.com'
Subject: Brevard County proposed comprehensive plan amendment 20-2ESR

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Campbell,

St. Johns River Water Management District (District) staff have reviewed Brevard County proposed comprehensive plan amendment 20-2ESR in accordance with the provisions of Chapter 163, *Florida Statutes*. Based on review of the submitted materials, District staff have no comments on the proposed amendment.

If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
Division of Strategic Planning and Initiatives
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
E-mail: sfitzgibbons@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/epermitting

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

KEVIN J. THIBAUT, P.E.
SECRETARY

December 1, 2020

Cheryl Campbell
Planner III
Brevard County Planning and Development Department
2725 Judge Fran Jamieson Way, Building A
Viera, FL 32940

SUBJECT: PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW
LOCAL GOVERNMENT: BREVARD COUNTY
DEO #: 20-02ESR

Dear Ms. Campbell,

The Department of Transportation has completed its review of the above Proposed Comprehensive Plan Amendment, as requested in the County's transmittal letter dated November 5, 2020.

We appreciate the opportunity to participate in this review process. The proposed amendment is not anticipated to result in significant adverse impacts to the State Highway System or the Strategic Intermodal System; therefore, The Department does not have any technical assistance comments.

If you have any questions, you may contact me at 386-943-5150 or by e-mail at Tina.Williamson@dot.state.fl.us.

Sincerely,

Tina Williamson, AICP
Growth Management Coordinator

C: Fred Milch, ECFRPC
Kellie Smith, FDOT
Jennifer Carver, FDOT
Heather Garcia, FDOT

D. Ray Eubanks, FDEO
Kelly Corvin, FDEO
Steve Shams, FDOT

LSCPA
Brevard Tower Communications, Inc.
Out of Cycle 2020-2.1
Adoption Public Comments

Legal Advertisements
Citizen Courtesy Sheets, Misc.

Comprehensive Plan Citizen Courtesy Information List

Local Government: Local Planning Agency

Hearing Date: January 11, 2021

Type Hearing: Adoption RE: 2020-2.1 Out of Cycle Adoption

DCA Amendment Number: 20-02ESR (DEO' Official Use)

Please Print Clearly

By providing your name and address you will receive information concerning the date of publication of the Notice of Intent by the Department of Community Affairs.

[illegible]

Comprehensive Plan Amendment Citizen Courtesy Information List

Local Government: Board of County Commissioners

Hearing Date: February 4, 2021

Type Hearing: Adoption RE: 2020-2.1 Out of Cycle Adoption

DEO Amendment No: 20-02ESR (DEO Official Use)

Please Print Clearly

By providing your name and address you will receive information concerning the date of publication of the Notice of Intent by the Department of Economic Opportunity.

[illegible]