



**Agenda
City of Cocoa
Planning & Zoning Board / Local Planning
Agency Regular Meeting**

**Apr 02, 2025
6:00 PM
65 Stone Street, Cocoa, FL 32922**

I. Opening Matters:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of Apr 2, 2025.
2. Minutes: Regular Meeting of March 5, 2025.

III. Old Business:

IV. New Business:

1. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing.

V. Tree Board:

VI. Other Business:

VII. Next Meeting Date: Wednesday, May 7, 2025 at 65 Stone Street in Cocoa, FL

VIII. Adjournment:

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at <https://www.cocoafl.gov/291/20338/City-Meetings>
Documents pertaining to the above may also be inspected at the Planning & Zoning Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.



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**MINUTES
CITY OF COCOA
PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
REGULAR MEETING
March 5, 2025**

A Regular meeting of the Planning & Zoning Board Local Planning Agency was held on March 5, 2025, at City Hall, 65 Stone Street, Cocoa, FL, as publicly noted.

I. CALL TO ORDER:

Chairperson Park called the meeting to order at 6:03PM.

ROLL CALL:

Wesley Park	Chairperson
Todd Anderson	Vice Chairperson
Ron Chabot	Board Member
Tamisha Findlay	Board Member
Aleck Greenwood	Board Member
Victoria Jones	Board Member
Katherine Stewart	Board Member
Marcus Wheeler	Board Member
Joseph Bachand	2nd Alternate
Kristin Eick	City Attorney

PRESENT:

Wesley Park	Chairperson
Todd Anderson	Vice Chairperson
Ron Chabot	Board Member
Tamisha Findlay	Board Member
Aleck Greenwood	Board Member
Victoria Jones	Board Member
Katherine Stewart	Board Member
Marcus Wheeler	Board Member
Joseph Bachand	2nd Alternate
Kristin Eick	City Attorney

ABSENT:

STAFF PRESENT:

Lori Chabot, Recording Secretary; Jennifer Webster, City Planner; Patrick Murray, RVI Consultant.

Chairperson Park led the assembly in the Pledge of Allegiance.

II. APPROVAL OF AGENDA AND MINUTES:

1. AGENDA: Meeting of March 5, 2025

- * **MOTION BY CHAIRPERSON PARK; SECONDED BY BOARD MEMBER STEWART TO APPROVE THE MARCH 5, 2025, REGULAR MEETING AGENDA AS WRITTEN.**

AYES: PARK, ANDERSON, CHABOT, GREENWOOD, FINDLAY, JONES, STEWART, WHEELER, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

2. MINUTES: Regular Meeting of November 6, 2024.

- * **MOTION BY BOARD MEMBER WHEELER; SECONDED BY BOARD MEMBER FINDLAY TO APPROVE THE NOVEMBER 6, 2024, REGULAR MEETING MINUTES WITH ONE AMENDMENT UNDER ROLL CALL WHERE A BOARD MEMBER WAS LISTED TWO TIMES.**

AYES: PARK, ANDERSON, CHABOT, GREENWOOD, FINDLAY, JONES, STEWART, WHEELER, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

3. MINUTES: Regular Meeting of December 4, 2024.

- * **MOTION BY BOARD MEMBER CHABOT; SECONDED BY VICE CHAIR ANDERSON TO APPROVE THE DECEMBER 4, 2024, REGULAR MEETING MINUTES AS WRITTEN.**

AYES: PARK, ANDERSON, CHABOT, GREENWOOD, FINDLAY, JONES, STEWART, WHEELER, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

III. OLD BUSINESS:

IV. NEW BUSINESS:

1. Annual Election of Chairperson and Vice Chairperson

Board Member Greenwood nominated Todd Anderson as Vice Chair and Wes Park

as Chairperson. There were no other nominations.

- * **MOTION BY BOARD MEMBER STEWART; SECONDED BY BOARD MEMBER GREENWOOD TO ELECT WESLEY PARK AS CHAIRPERSON.**

AYES: PARK, ANDERSON, CHABOT, GREENWOOD, FINDLAY, JONES, STEWART, WHEELER, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

- * **MOTION BY BOARD MEMBER GREENWOOD; SECONDED BY CHAIRPERSON PARK TO ELECT TODD ANDERSON AS VICE CHAIRPERSON.**

AYES: PARK, ANDERSON, GREENWOOD, CHABOT, WHEELER, FINDLAY, JONES, STEWART, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

2. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing

Consideration of a Development Agreement for affordable housing in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth. The agreement establishes building elevations and floor plans for the future homes and describes development schedules and future permitting requirements. **(POSTPONED TO APRIL 02, 2025)**

3. PZ 20-00100004 London Cove Large Scale Site Plan

Staff requests that the Planning & Zoning Board recommend APPROVAL to City Council of a Large-Scale Site Plan, pursuant to Appendix A, Zoning, Article XIII, Sec. 1(D) of the Cocoa City Code, for the development of a new six (6) lot commercial subdivision on a single parcel of real property, totaling 11.5+ acres. The property is located along SR 524, west of the Cocoa Commons Shopping Center and approximately ¼ mile south of SR 528. Tax Parcel ID number: 24-36-18-00-502 and 24-36-18-00-500.1.

The item was presented by Patrick Murray of RVI via a power point presentation¹.

Board Member Greenwood asked a question about trees. The applicant, Dave Schmitt, replied with details about the types of trees to be planted.

Vice Chair Anderson asked about ingress and egress at the light and Mr. Schmitt replied there will be new signals installed.

The applicant was sworn in by the Recording Secretary before speaking.

ITEM CLOSED TO THE BOARD, OPEN TO THE PUBLIC, NO SPEAKERS OTHER THAN THE APPLICANT. ITEM BACK TO THE BOARD.

*

MOTION BY BOARD MEMBER GREENWOOD; SECONDED BY BOARD MEMBER STEWART TO RECOMMEND APPROVAL to City Council of a Large-Scale Site Plan, pursuant to Appendix A, Zoning, Article XIII, Sec. 1(D) of the Cocoa City Code, for the development of a new six (6) lot commercial subdivision on a single parcel of real property, totaling 11.5+ acres, with the conditions recommended by staff as follows:

1. This Site Plan approval **does not authorize vertical construction of buildings or improvements other than those depicted on the site plan.** Site Plan approval is required prior to vertical construction of buildings.
2. Prior to commencement of construction activities, the **Applicant must provide the city with the gopher tortoise relocation permit** from the Florida Fish and Wildlife Commission.
3. Prior to commencement of construction activities, the Applicant must **provide the City with required permits from the Florida Department of Transportation relating to connection to the SR 524 right-of-way**, and other associated project impacts.
4. **622 trees must be planted** in accordance with the approved Landscape Plans prepared by Borrelli + Partners. No more than 35% of the replanted trees (218 trees) may be palm specimens.

AYES: PARK, ANDERSON, CHABOT, GREENWOOD, FINDLAY, JONES, STEWART, WHEELER, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

Assistant City Attorney Eick also reminded the Board that the numbers of the trees and types that are given in the presentation are the most up to date. It states six hundred

¹ Exhibit A: Large Scale Site Plan Presentation

twenty-two trees must be planted in accordance with the approved Landscape Plans prepared by Borrelli + Partners. No more than 36% (218 trees) may be palm specimens.

V. TREE BOARD:

Board Member Greenwood asked for a follow up on a previous question regarding trees. Ms. Webster stated that she did look into it and will get back with him about her findings.

VI. OTHER BUSINESS:

VII. NEXT MEETING DATE:

The next scheduled meeting for the Planning and Zoning Board will be held on Wednesday, April 2, 2025, at 6 pm in Cocoa City Hall, 65 Stone St, Cocoa, FL 32922.

VIII. ADJOURNMENT:

*** MOTION BY CHAIRPERSON PARK; SECONDED BY BOARD MEMBER STEWART TO ADJOURN THE MEETING.**

AYES: PARK, ANDERSON, CHABOT, GREENWOOD, FINDLAY, JONES, STEWART, WHEELER, BACHAND

MOTION PASSED UNANIMOUSLY (9-0)

MEETING ADJOURNED AT 6:38 PM.

Respectfully Submitted By:

Wesley Park, Chairperson

Lori Chabot, Recording Secretary

PLANNING & ZONING AGENDA ITEM

Memo Date: 02/20/2025
Agenda Date: 4/2/2025
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests a recommendation of APPROVAL to the City Council of a Development Agreement for affordable housing in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth. The agreement establishes building elevations and floor plans for the future homes and describes development schedules and future permitting requirements.

BACKGROUND:

Staff is seeking approval of a Development Agreement between the City of Cocoa and Lennar Homes (Developer) to design and construct affordable housing for potential homeowners classified as either very-low or low-income persons as defined in Section 420.0004 of the Florida Statutes.

This property (Property) is generally located within the Diamond Square Community Redevelopment Area (Diamond Square), more specifically on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, as depicted in the Location Map, **Exhibit “A”** attached hereto.

The City acquired the approximately 3.5 acres from the Cocoa Housing Authority for the purpose of developing affordable housing and the City previously subdivided such portion of the Property into the Michael C. Blake subdivision.

The Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75’ minimum widths. However, Diamond Square already consists of many smaller lots that are nonconforming with many being 50’ or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in Diamond Square to promote the development of essential housing on currently available small lots as one means of addressing housing needs.

Overview of Surrounding Area:			
	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed Use	RU-1-7	Single-family Residential & Vacant
South	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
East	Medium Density Residential	RU-1-7	Single-family Residential & Vacant
West	Medium Density Residential	RU-1-7	Single-family Residential & Vacant

Under the authority of the Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances, Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and is consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver, and if the City Council finds and declares that a Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land.

In September of 2024, the City published a Request for Proposal (RFP) for the redevelopment of this Property into affordable single-family housing to further the Diamond Square Community Redevelopment Plan objectives.

In October of 2024, Lennar Homes submitted a proposal to develop the Property as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16' wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet and would be sold for a maximum sales price not exceeding the affordable threshold established by the United States Department of Housing and Urban Development (HUD) at the time of sale. The City Council selected Lennar Homes for further negotiation of a Development Agreement that establishes guidelines and parameters for the development (Project) of the Property.

The Project is generally depicted on the Conceptual Development Plan, **Exhibit "B"** to be constructed in accordance with the requirements set forth in the Development Agreement. In the development of the 17 lots into 32 smaller lots, the Project proposes 3 different floor plans and exterior elevations to achieve architectural diversity and a broader range of choices for residents. Each home will have a minimum 2.5 bathrooms and three to four, second-floor bedrooms, as depicted and described in **Exhibit "C"**, Elevations and Floor Plans. Staff is currently requesting the Developer consider a fourth floor plan to be offered on the two lots between Temple Street and Barbara Jenkins Street that offers a bedroom on the first floor.

In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers requested, the Developer is being asked to incorporate several development enhancements into the Final Site Plan. This requires the Developer to 1) develop affordable single-family homes, as defined by HUD, 2) income-qualify all potential buyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes, 3) provide enhanced landscaping, fencing, and playground equipment for the Harry T. Moore Center, and 4) incorporate the use of energy efficient building methods and materials in the new homes.

The variances or waivers from the current code that would be afforded the Developer include:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.
- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage may be increased from 30%. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

The Development Agreement is still subject to negotiation of some minor points, but it is not anticipated that Conceptual Development Plan or the Building Plans will change except for the possible addition of a fourth floor plan/elevation.

The Development Agreement aligns with the goals, objectives, and policies of the City of Cocoa Comprehensive Plan's Future Land Use Element and Housing Elements, including:

FUTURE LAND USE ELEMENT

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

HOUSING ELEMENT

GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1: Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Objective 3.1.5: Energy Efficiency. The City shall encourage energy efficiency in the design, construction and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations.

Objective 3.1.6: Location of Housing. The City shall provide appropriate and adequate locations for very low-income, low-income, and moderate-income housing, and provide for adequate sites for mobile and manufactured homes.

Objective 3.3.1: Incentives for Affordable Housing. The City shall maintain land development regulations and procedures which assist the private and non-profit sector in providing identified housing needs of various types, sizes and costs.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1: Infill Development. The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Staff believes that adoption of the development agreement will support and promote the long-held objectives and goals of the City and the Diamond Square Redevelopment Area Plan towards developing affordable housing, while keeping consistency with relevant comprehensive plan objectives and zoning policy.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

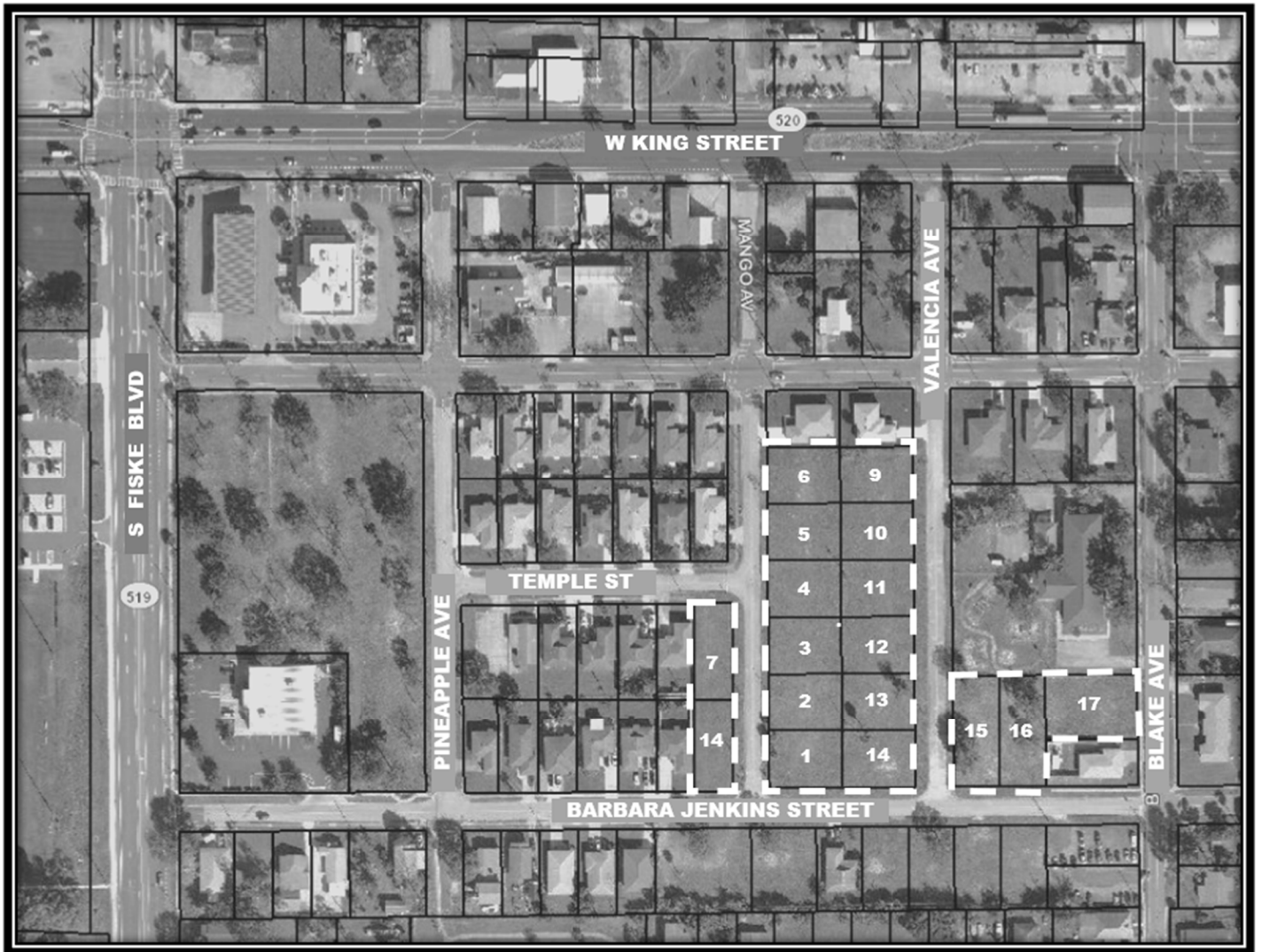
PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff requests a recommendation of APPROVAL to the City Council of a Development Agreement for affordable housing in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth. The agreement establishes building elevations and floor plans for the future homes and describes development schedules and future permitting requirements.

**EXHIBIT “A”
LOCATION MAP**



[illegible]

EXHIBIT "C"

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



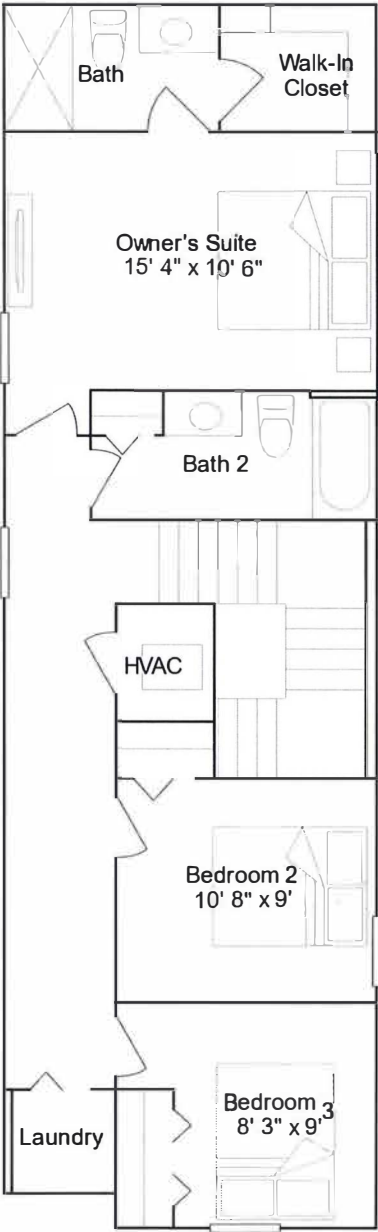
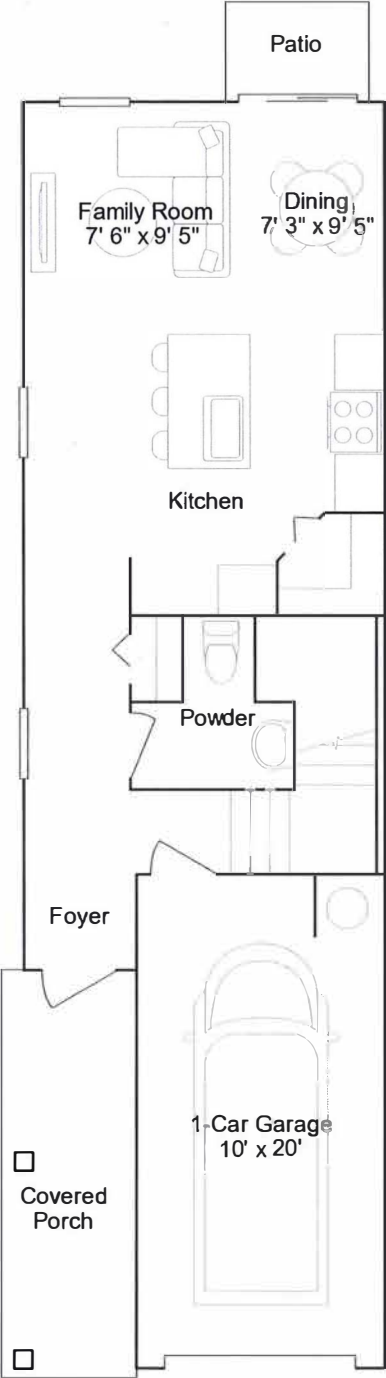
Element Elevation B:



Element Elevation C:



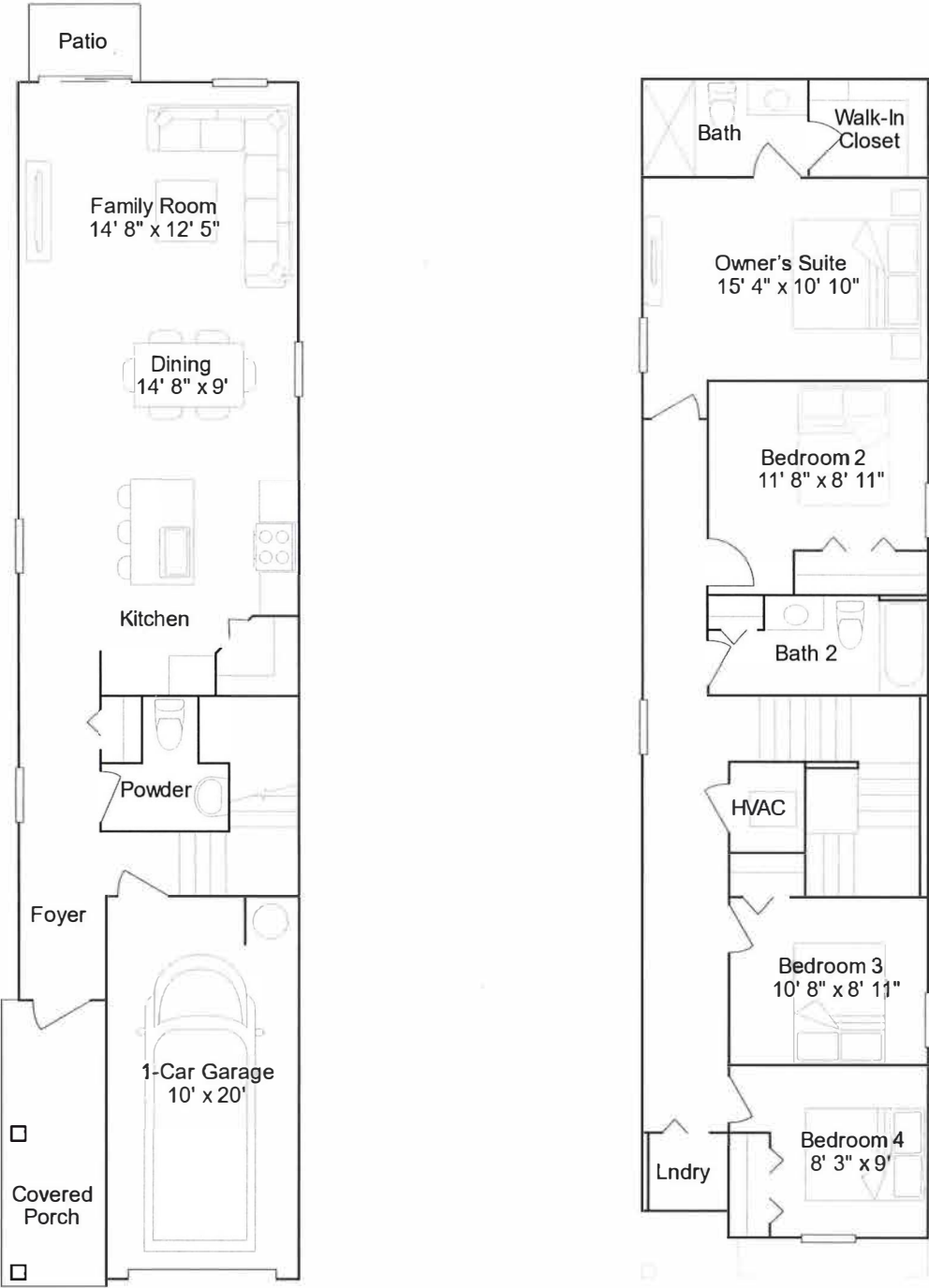
Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING – MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation (“**City**”), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LENNAR HOMES, LLC**, a Florida limited liability company (“**Developer**”), whose principal address is 5505 Waterford District Drive, Miami, FL 33126.

WITNESSETH:

WHEREAS, the City is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69, as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72, totaling approximately 2.83 acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit “A”**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (collectively the “**Property**”); and

WHEREAS, the City acquired a portion of the Property from the Cocoa Housing Authority for purposes of developing affordable housing and previously subdivided such portion of the Property into the Michael C. Blake subdivision; and

WHEREAS, the Property is located in the Diamond Square Community Redevelopment Area; and

WHEREAS, the City solicited proposals in September 2024 via RFP P-25-02-COC for the redevelopment of the Property into affordable, single-family housing to further the Diamond Square Community Redevelopment Plan objectives; and

WHEREAS, in October 2024, the Developer submitted a proposal to the City titled “Lennar Homes, LLC Proposal in Response to Request for Proposal P-25-02-CC For the Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C. Blake Subdivision in Cocoa, Florida 32922 Situated in the Diamond Square Community Redevelopment Area,” which proposed that the Property be developed as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (each referred to herein as a “homesite”), which would be sold for a maximum sales price not exceeding the affordable threshold established by HUD at the time of sale; and

WHEREAS, the Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75’ minimum widths; and

WHEREAS, the Diamond Square Community Redevelopment Area already consists of many smaller lots that are nonconforming as they are 50’ or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in the Diamond Square Community Redevelopment Area, to promote the development of essential housing on currently available small lots as one means of addressing housing needs; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances (“City Code”), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City’s land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver; and

WHEREAS, the City Council finds and declares that this Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land in the Diamond Square Community Redevelopment Area; and

WHEREAS, the Parties agree to fully cooperate with each other to facilitate the City’s goal of promoting the development of essential high quality safe, affordable and attainable housing on the Property in accordance with the terms and conditions stated herein; and

WHEREAS, as the owner of the Property, the City desires that the Property be developed and proceed in accordance with the schedule and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Purchase and Sale Agreement.

- (A) As of even date herewith, the Parties have entered into that certain Agreement for the Purchase and Sale of Real Property (Michael C. Blake Subdivision Project) (the “PSA”), which shall, among other things, govern the conveyance of the Property from the City to the Development (the “Closing”). Pursuant to the PSA, Developer shall have a period of sixty (60) days for the purpose of investigation, discovery, and testing of the Property (the “Investigation Period”). Developer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Developer must deliver written notice to City, reflecting Developer’s decision to proceed (the “Notice to Proceed”), which Notice to Proceed must be delivered to City prior to the expiration of the Investigation Period. If Developer does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer’s RFP Proposal, and thereafter neither party shall have any further rights or obligations hereunder.
- (B) If the PSA is terminated for any reason, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer’s RFP Proposal, and neither party shall have any further rights or obligations hereunder.

4.0 Project Description and Requirements. Developer shall, at its expense, replat, design, permit and construct no more than 32 single-family homes on the Property. The project shall specifically consist of no more than thirty-two (32) single-family homes on individually platted lots, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from approximately 1,295 square feet to approximately 1,700 square feet. The project shall include a minimum of three (3) available elevations and floorplans, to achieve architectural diversity and a broader range of choices for residents, and each home will have a minimum 2.5 bathrooms and three to four bedrooms. Prior to the sale of the homes, the Developer, or a third-party selected by the City and acceptable to the

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Developer (a “**Third-Party Qualifier**”), shall identify and income-qualify potential homebuyers to ensure purchasers are classified as either very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer shall not unreasonably withhold acceptance of the Third-Party Qualifier selected by the City. The Developer shall be responsible for all costs of utilizing a Third-Party Qualifier.

(Hereinafter the project description and requirements are referred to as the “**Project**”).

The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit “B”** (“Conceptual Development Plan”). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

5.0 Conceptual Development Plan. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto as **Exhibit “B”**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City’s approval for a preliminary plat, final plat, and final site plan/final engineering plans (collectively referred to as the “**Final Site Plan**”). These submissions must be consistent with one another, align in all material respects with the Conceptual Development Plan, and comply with the City Code. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit “B”** was prepared prior to application for and submittal of engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes, which must be observed and compliance achieved. Developer acknowledges and agrees that Developer shall proceed with preparation of development permit applications at its own risk given that a full engineering analysis of the Property’s suitability for the Project has not been performed. Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code, except those waivers otherwise granted herein, during the Final Site Plan process the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 23.0 and 28.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with City Codes and this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date. The execution of this Agreement and approval of the Conceptual Development Plan herein shall not be construed under any circumstances as binding the City to either permit or convey the Property to the Developer, but merely constitutes initial approval of the Project design, subject to future conditions imposed by the City and assurances of the Developer.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such modification may not include a different use of the Property nor a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit “C,”** which is attached hereto and incorporated herein by this reference (“**Building Plans**”). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City’s final review and approval procedures to satisfy the requirements of the City Code.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 8.0 below, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

- (A) **Income-Qualified Buyers.** The Developer agrees to income qualify, which may be conducted by a Third-Party Qualifier, all potential homebuyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer agrees that the City may request a copy of the client file from the Third-Party Qualifier if used. Further, the Developer agrees to provide information to all potential homebuyers regarding any then-available programs through Lennar Mortgage to buy down the mortgage for a homesite.
- (B) **Affordable Purchase Price.** The Developer agrees that homes in the Project shall be affordable homes. Accordingly, no home shall be sold for a price exceeding the maximum sale price for affordable single-family homes established by the United States Department of Housing and Urban Development (HUD) at the time of sale, as published by the HUD Office of Policy Development and Research, in the HOME and Housing Trust Fund Homeownership Sales Price Limits, Palm-Bay-Melbourne-Titusville, FL MSA. In addition, the Developer shall convey all lots within the Project subject to a restrictive covenant, in a form acceptable to the City Attorney, providing that the sales price set forth herein shall remain the maximum sales price for said lots for a period of one (1) year from the date of Closing to ensure that home shall be utilized for an affordable residence for a minimum of one year.

(C) Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center. Several lots in the Project adjoin the Harry T. Moore Center, and the adjoining properties require an adequate buffer to ensure compatibility. In addition, small lot sizes for the Project will likely result in little room for family amenities and play equipment. Therefore, the City agrees to prepare an enhanced landscape and decorative fence plan for the buffer and assist the Developer in selection of playground equipment for the Harry T. Moore Center; which, in the judgment of Developer, such plan shall not require the expenditure of more than one hundred and seventy-five thousand dollars (\$175,000.00) to complete. The Developer agrees that, prior to the issuance of the tenth (10th) certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center. The construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in a form subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the landscaping services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The landscaper and/or the Developer shall be required to post a one (1) year landscape maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City. The form of said bond shall be subject to approval of the City Attorney.

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(D) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems. The Project shall also install Florida-Friendly Landscaping for the Cocoa area as listed in the Plant Guide published by the University of Florida IFAS Extension.

8.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following waivers from the City Code:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.
- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage shall be increased from 30 percent to _____. This

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waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

9.0 Development Schedule and Future Permitting. Within three (3) months following the expiration of the Investigation Period the Developer shall, at its expense, prepare and file development permit applications for a Final Site Plan (excluding final plat) for the Project, consistent with the Conceptual Development Plan. As the Property owner, the City herein grants authorization to the Developer to apply for such permits consistent with the terms and conditions of this Agreement. City shall expedite the review of all such permit applications to the extent reasonably possible. The Developer shall diligently pursue and obtain, in good faith, final approval of the Final Site Plan (excluding final plat) within six (6) months following the expiration of the Investigation Period. If the Developer fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months following the expiration of the Investigation Period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty and shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal.

The Developer further shall be required to, within three months of preliminary plat approval, substantially complete all horizontal common infrastructure necessary to serve the subdivision and apply for final plat approval in accordance with Section 18-30 of the City Code. Developer shall not be permitted to apply for final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements and master stormwater improvements, to the extent applicable, are substantially completed. However, because the Project will be served by already-constructed public streets, the City Manager may, within his or her sole discretion, waive the requirement to obtain a preliminary plat to the extent that no master improvements are necessary to be constructed to serve the Project. In such a case, the Developer may immediately apply for a final plat concurrently with application for final site plan/final engineering plan approval.

Following final plat approval, the Developer shall obtain building permits and substantially commence vertical construction of at least four (4) of the homesites within three (3) months of final plat approval. Thereafter, the Developer shall apply for and obtain building permits and commence vertical construction of at least (4) additional homes every month such that all building permits have been obtained and the vertical construction of the thirty-two homesites has commenced within ten (10) months of final plat approval. Commencement of vertical construction for purposes of this Agreement shall require, at minimum, foundations have been poured and rough framing commenced. If the Developer fails to substantially commence vertical construction each month as provided in this Section, the City shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Section 29.0 in the event the Developer fails to substantially commence vertical construction as provided in this Section, and the City may exercise its default option(s) pursuant to Section 10.0(B) of this Agreement.

The Developer agrees that all certificates of occupancy for the thirty-two (32) homesites must be issued within fifteen (15) months of the Final Site Plan approval.

A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit “D”** (the “**Schedule of Major Performance Obligations**”). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, an excavation/grading permit, building permits, and any environmental permit approvals which are required in order to allow the Developer to satisfy the construction/development schedule and other terms and conditions of this Agreement. Issuance of a development permit or development order by the City does not create any right on the part of the Developer to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Developer fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All other applicable state or federal permits shall be obtained by the Developer, at the Developer’s expense, before commencement of the development.

10.0 Purchase Price of Property; City Options in the event of Developer Default.

(A) Purchase Price. The Developer has offered to purchase the Property for a Purchase Price, as defined in the PSA, of four hundred and eighty thousand dollars (\$480,000.00), which is the equivalent of \$15,000.00 per homesite. The City Council hereby accepts the offer of the Developer and determines herein, pursuant to Section 163.380, Florida Statutes, that the Purchase Price of the Property represents the value determined to be in the public interest for the proposed uses and Project in accordance with the Diamond Square Community Redevelopment Plan. In determining the value of the Property as being in the public interest for uses in accordance with the community redevelopment plan, the City has taken into account and given consideration to the long-term benefits to be achieved by the City resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the Developer; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas.

(B) City Options in the event of Developer Default. The Developer agrees that the City has an overriding and legitimate public interest in ensuring that the Property be redeveloped in accordance with the terms and conditions of this Agreement. Therefore, to provide the City assurances that it will fulfill its commitment to develop the Property once the City conveys any portion thereof to the Developer, in addition to any other remedies available at law or in equity to the City upon a Developer default, including specific performance of the covenants required herein, the Developer agrees that should the Developer fail to perform each and every one of its obligations hereunder following the conveyance of the Property to the Developer, the City shall have the option to repurchase any homesite upon which Developer has not commenced

construction, as evidenced by the commencement of trenching activities for the foundation of the home, for \$15,000.00 per such homesite.

(C) **Restoration Guaranty.** In the event Developer abandons construction of any homesite of the Project after commencement of such construction, the Developer shall be obligated to raze all partially completed improvements on such abandoned homesites and shall sod the applicable portion of the Property. The foregoing obligation of the Developer shall be guaranteed by a letter of credit in the amount of \$100,000.00, which shall be delivered to the City prior to the issuance of the first building permit. As used herein, the term “abandons” shall mean either (a) the Developer ceases all construction activities on the homesite for a period of six (6) months, subject to the Force Majeure provisions in this Agreement; or (b) the Developer notifies the City of its intent to abandon construction in part or in whole.

11.0 Conveyance of Property; Closing Terms. No sooner than the date that the Developer obtains preliminary plat and final site plan approval for the Project from the City, the Developer shall request that the City convey the Property, which shall be conveyed in a single transaction and in accordance with the terms of the PSA. Conveyance shall be required before the Developer commences any construction on the Project and shall occur under the following conditions:

(A) **Notice.** The Developer shall provide the City a written notice requesting conveyance of the Property (the “**Conveyance Notice**”).

(B) **Financing and Construction Commitments.** As a condition precedent to the City’s obligation to convey the Property, or any portion thereof, as required by this Section 11.0, the Developer shall provide and deliver to the City the following prior to Closing (collectively, the “**Conditions Precedent**”):

(1) **Financing.** Written letter from an authorized representative of the Developer, addressed to the City’s Mayor, affirmatively confirming that the Developer has made a final decision to purchase the Property and commence construction in accordance with the terms and conditions of this Agreement.

(2) **Performance Bonds.** Written proof of a performance bond or other surety by the Project’s general contractor for the completion of the construction of the Project, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction.

(C) **Closing Terms.** The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the Closing date for conveyance of the Property by the City to the Developer pursuant to the PSA shall be sixty (60) days from the applicable Conveyance Notice unless the Developer fails to satisfy the condition precedents set forth in this Section 11.0. If the Developer fails to satisfy the Condition Precedents within said sixty (60) day time period, the City shall have the right to declare the Developer in

default pursuant to Section 29.0 of this Agreement. If the Developer does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty.

(2) Except as otherwise provided for herein, the Developer shall accept the Property in “as-is” condition subject to the Development Covenants required by Section 12.0 of this Agreement and the terms and conditions of the PSA.

12.0 Development Covenants. The following development covenants (the “Development Covenants”) shall survive the Closing under the PSA:

(A) The Developer shall develop the Property in accordance with the terms and conditions of this Agreement and is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the City until such time that the Developer has completed the construction of any or all improvements which the Developer has obligated itself to complete pursuant to this Agreement and the final plat is approved and recorded by the City.

(B) The Property shall be maintained and used as single-family residences on individually platted lots.

(C) Except for the first mortgage required by the Developer’s primary lender on the Project, the Developer shall not encumber the Property with any other mortgage, lien, or other encumbrance without the prior written consent of the City until such time the City approves and records the final plat, and issues a final certificate of occupancy for at least one lot on the Property.

(D) The covenants shall run with the land and be binding upon any subsequent owners of the Property. Further, the covenants shall provide that the City shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the City by law. Such remedies shall include the City’s right to seek reimbursement for reasonable attorney’s fees and costs incurred by the City to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

13.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

14.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

15.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

16.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

17.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

18.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

19.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

20.0 Recordation. Upon full execution by the Parties and the completion of Closing following Final Site Plan approval, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

21.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

22.0 Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. The Developer agrees that the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars

(\$200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

23.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

24.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

25.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

26.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

27.0 Attorney's Fees. Except as provided in Section 12.0, in the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. Attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs, shall also be borne by each party, respectively, except for those circumstances in which Section 12.0 applies.

28.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement; provided Developer is provided notice of such breach and opportunity to cure same pursuant to Section 29.

29.0 Default. Developer Default. Failure by the Developer to perform each and every one of its obligations hereunder, and the City is not otherwise be in default of this Agreement, shall constitute a default, entitling the City to pursue whatever remedies are available

to it under Florida law or equity including, without limitation, termination of this Agreement, exercising the default obligations pursuant to Section 10.0, terminating the City's obligation to convey the Property, or an action for specific performance or injunctive relief. Prior to the City filing any action as a result of a default under this Agreement, the City party shall first provide the Developer with written notice of said default. Upon receipt of said notice, the Developer shall be provided a sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action.

City Default. In the event that the City shall fail to perform each and every one of its obligations hereunder, and the Developer shall not otherwise be in default of this Agreement, then the Developer shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure said default. If the City shall fail to cure such default within the thirty (30) day time period, then the Developer's sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) related to the Property which were incurred subsequent to the City's approval of the Conceptual Development Plan and prior to the City's failure to convey the Property. The City shall reimburse the Developer within sixty (60) days of written termination of this Agreement. At time of payment, the Developer shall deliver to the City all original plans, reports, permits, and other documents provided to the Developer by any company, consultant, or agency related to the City's reimbursement payment required under this subparagraph.

30.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to adhere to the development schedule and deadlines as established herein. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 29.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

31.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

32.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of

God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at-home" orders not including COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions, including hurricanes ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

33.0 Administrative Extension. Upon good cause shown, the City Manager may grant an extension of up to sixty (60) days for any deadline in the Schedule of Major Performance Obligations. Any further extensions shall require City Council approval.

34.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

With Additional Notice to:
Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

For Developer:

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Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as

provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

35.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders or to any entity that will act as a land bank for the benefit of the Developer upon providing written notice to the City. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement; provided in the event of an assignment to a land bank, the land bank shall not be obligated to be a formal signatory to this Agreement and the Developer shall not be released from such Developer's obligations, commitments, representations, and warranties under this Agreement and the land bank shall not assume same. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld.

36.0 Impact Fees. If the City waives Developer's obligation to pay certain City impact fees (the "**Impact Fees**") to the City, Developer agrees that it shall utilize reasonable efforts to elevate the interior specification levels of the furnishings (i.e. appliances, faucets, cabinets, flooring, etc.) within the applicable home on a dollar-for-dollar basis based on the cost savings to Developer resulting from the waiver of such Impact Fees.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

LENNAR HOMES, LLC

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

Print name and title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2025, by _____, the _____ of Lennar Homes, LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

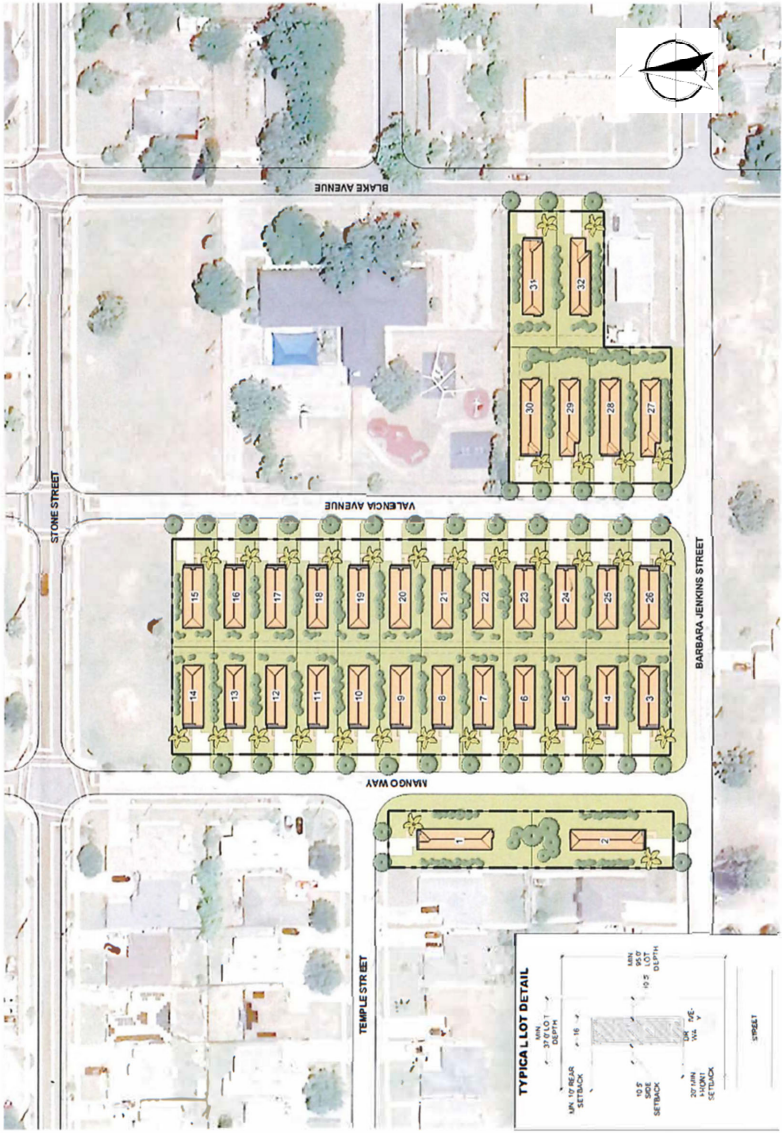
Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.



EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN



**EXHIBIT C
BUILDING PLANS**

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



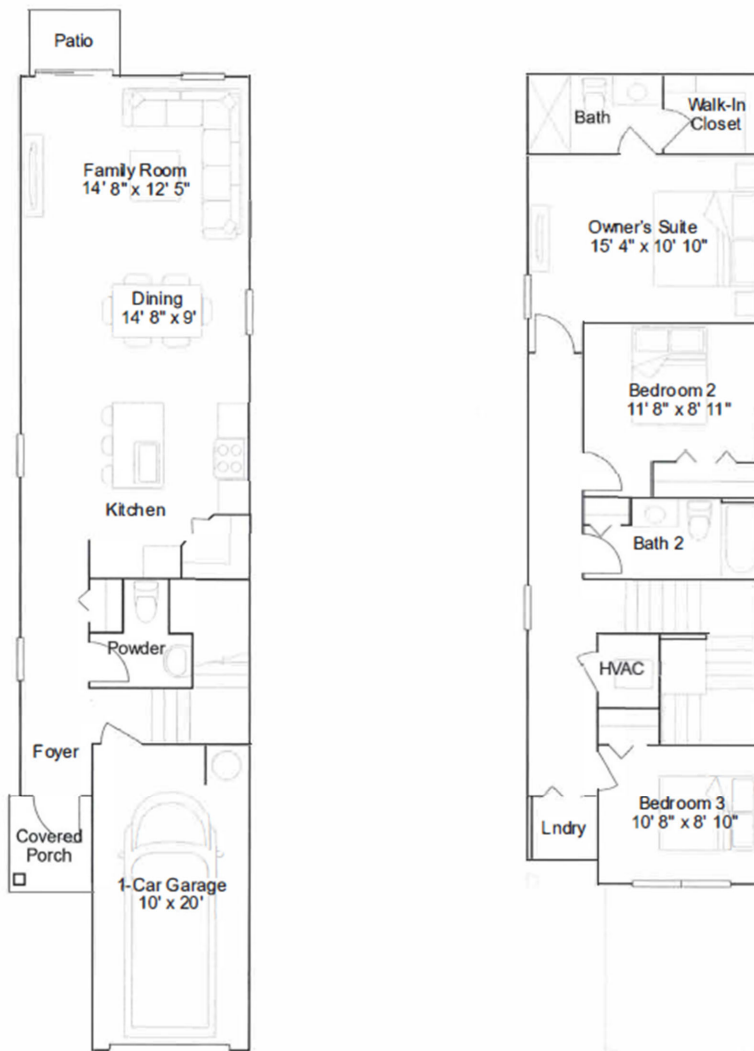
Element Elevation C:



Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



EXHIBIT D
SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

The Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. **The Schedule assumes an Effective Date of April 8, 2025.**

Time for Performance	Action	Section Reference
June 7, 2025	Investigation Period Completed (60 days)	3.0
September 5, 2025	Site plan and preliminary plat application filed with City	9.0
December 4, 2025	Site plan and preliminary plat approval obtained; Developer shall request City begin conveyance process for the Property	9.0/11.0
February 2, 2025	Closing on Conveyance of Property - Construction can only begin after closing	11.0
March 4, 2026	Substantial completion of common horizontal infrastructure; proceed to obtain final plat	9.0
June 2, 2026	Building Permit for first four (4) homes obtained and vertical construction substantially commenced	9.0
January 2027	Building Permit obtained and vertical construction substantially commenced for all 32 homes	9.0
June 2027	Certificate of occupancy for all 32 homes obtained	9.0

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Monica Arsenault
Cocoa City Hall
65 Stone Street
Cocoa FL 32922

STATE OF WISCONSIN, COUNTY OF BROWN

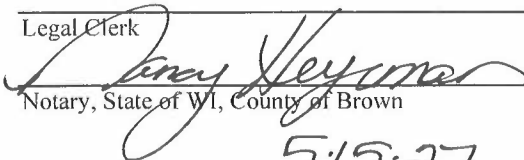
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

02/26/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/26/2025

Legal Clerk


Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost: \$285.59

Tax Amount: \$0.00

Payment Cost: \$285.59

Order No: 11069006

of Copies:

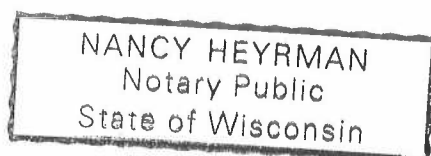
Customer No: 1127247

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



Ad#11069006 2/26/2025
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN
THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING
AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:
PZ 25-02800001 MICHAEL C.
BLAKE SUBDIVISION - LENNAR
HOMES DEVELOPMENT
AGREEMENT FOR
AFFORDABLE HOUSING
CONSIDERATION OF A
DEVELOPMENT AGREEMENT
FOR AFFORDABLE HOUSING IN
THE MICHAEL C. BLAKE
SUBDIVISION IN COCOA,
FLORIDA, SITUATED IN THE
DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AREA,
AFFECTING APPROXIMATELY
2.83 ACRES OF CITY-OWNED
PROPERTY, LOCATED
GENERALLY ON MANGO
AVENUE, VALENCIA AVENUE,
AND BLAKE AVENUE
BETWEEN BARBARA JENKINS
STREET AND STONE STREET.
THE AGREEMENT CALLS FOR
THE DEVELOPMENT OF
SEVENTEEN (17) EXISTING
PARCELS OF REAL PROPERTY
INTO THIRTY-TWO (32)
AFFORDABLE, SINGLE-FAMILY
HOMES WITH LOTS NOT LESS
THAN THIRTY-SEVEN (37) FEET
IN WIDTH AND NINETY-FIVE
(95) FEET IN DEPTH. THE
AGREEMENT ESTABLISHES
BUILDING ELEVATIONS AND
FLOOR PLANS FOR THE
FUTURE HOMES AND
DESCRIBES DEVELOPMENT
SCHEDULES AND FUTURE
PERMITTING REQUIREMENTS.
CONSISTING OF THE
FOLLOWING TAX ID NUMBERS:
24-36-32-07*-5, 24-36-32-07*-6, 24-36-32-07*-9, 24-36-32-07*-10, 24-36-32-07*-4, 24-36-32-07*-11, 24-36-32-07*-3, 24-36-32-07*-12, 24-36-32-07*-2, 24-36-32-07*-13, 24-36-32-07*-1, 24-36-32-07*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07*-15, 24-36-32-07*-16, 24-36-32-07*-17.

PLANNING & ZONING BOARD/
LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE
HELD ON
March 5, 2025
CITY COUNCIL PUBLIC
HEARING WILL BE HELD ON
March 18, 2025
ALL HEARINGS WILL TAKE
PLACE AT 6:00 P.M. OR SOON
THEREAFTER IN THE
COCOA CITY HALL COUNCIL
CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org. The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: <https://www.cocoafl.gov/291/20338/City-Meetings>. Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org. Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: <https://www.cocoafl.gov/291/20338/City-Meetings>. The City is not responsible for technical difficulties that may occur while viewing or listening online.