



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Planning and Zoning / Local Planning Agency

Thursday, October 22, 2020

6:00 PM

Cocoa City Council Chambers

Special Meeting Special Meeting

I. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA:

AGENDA:

[20-745](#)

Planning & Zoning Board Short Agenda for October 22, 2020

Attachments:

[PZ Short Agenda 10-22-20.pdf](#)

III: NEW BUSINESS:

20-742

Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land.

Attachments:

[603 Brevard Ave Development Agreement - 10-19-20 Draft.pdf](#)

[EXHIBIT A - Legal Description - Lots 2 and 3.pdf](#)

[EXHIBIT B - Legal Description - Lot 4.pdf](#)

[EXHIBIT C - Conceptual Development Plan 10-14-20.pdf](#)

[EXHIBIT D - Elevation Renderings 10-7-20.pdf](#)

[Exhibit E - Project History.pdf](#)

[Exhibit F - Utilities and Stormwater Assessment.pdf](#)

[Exhibit G - Factory Street ROW Vacation.pdf](#)

[Exhibit H - Public Access Easements.pdf](#)

[Exhibit I - Traffic Impact Analysis.pdf](#)

[Exhibit J - Economic Impact.pdf](#)

[Exhibit K - Eco-Freindly.pdf](#)

[Exhibit L - Elevation Renderings 9-18-20.pdf](#)

[Exhibit M - Real Estate Contract for Lot #4.pdf](#)

[Exhibit N - Contract Extension.pdf](#)

[Legal Ad Proof - 603 Brevard Ave.pdf](#)

IV: OLD BUSINESS:

20-743

Proposed revision to Ordinance 16-2020 amending the definition of building height.

Attachments:

[Ordinance 16-2020 \(Revised\) Amending Definition of Building Height 10-21-20.](#)

V. OTHER BUSINESS: None

VI. NEXT MEETING DATE:

Wednesday, November 4, 2020

VII. ADJOURNMENT

NOTICE TO THE PUBLIC:

Public Participation and Special COVID-19 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://cocoa.legistar.com/Calendar.aspx>

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to eighteen (18) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:

City of Cocoa

Attn: Dodie Selig, Planning and Zoning Manager

65 Stone Street

Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

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Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446 or by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

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: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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 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 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.



Legislation Details (With Text)

File #: 20-745 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 10/20/2020 **In control:** Planning and Zoning / Local Planning Agency
On agenda: 10/22/2020 **Final action:**
Title: Planning & Zoning Board Short Agenda for October 22, 2020
Sponsors:
Indexes:
Code sections:
Attachments: [PZ Short Agenda 10-22-20.pdf](#)

Date	Ver.	Action By	Action	Result
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PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: October 22, 2020
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Planning & Zoning Board / Local Planning Agency approval of the Agenda for the Special Meeting of October 22, 2020, as written or with amendments.

BACKGROUND:

The Planning & Zoning Board / Local Planning Agency approves the agendas at the beginning of each meeting.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Planning & Zoning Board / Local Planning Agency approval of the Agenda for the Special Meeting of October 22, 2020, as written or with amendments.



CITY OF COCOA
Planning & Zoning Board /
Local Planning Agency
City Council Chambers

Cocoa City Hall
65 Stone Street
Cocoa, FL 32922

AGENDA
Special Meeting
October 22, 2020
6:00 p.m.

I. OPENING MATTERS:

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

1. AGENDA: Meeting of October 22, 2020

III. NEW BUSINESS:

A. PZ-20-035 – Binding Development Agreement (603 Brevard Ave.)

APPROVAL OF A DEVELOPMENT AGREEMENT to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land.

Two parcels at 603 Brevard Ave. (former Cocoa City Hall location) are owned by the Cocoa Redevelopment Agency. (Parcel #s: 24-36-33-75-*2 and 24-36-33-75-*3) The third parcel at 627 Brevard Ave. is owned by RLR Group, LLC. (Parcel # 24-36-33-75-*4) The parcels are located at the southwest corner of Brevard Ave. and Factory St. in Cocoa Village.

IV. OLD BUSINESS:

A. Building Height Definition change

V. OTHER BUSINESS: None

VI. NEXT MEETING DATE:

November 4, 2020

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Legislation Details (With Text)

File #: 20-742 **Version:** 1 **Name:**
Type: Informational Item **Status:** Agenda Ready
File created: 10/20/2020 **In control:** Planning and Zoning / Local Planning Agency
On agenda: 10/22/2020 **Final action:**
Title: Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land.

Sponsors:

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PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: October 22, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land.

BACKGROUND:

The development agreement encompasses three (3) parcels of land located at the southwest corner of Brevard Avenue and Factory Street in Cocoa Village. Two (2) of the parcels at 603 Brevard Ave. are the former location of the Cocoa City Hall and are owned by the Cocoa Redevelopment Agency. (Parcel #s: 24-36-33-75-*-2 and 24-36-33-75-*-3) The third parcel at 627 Brevard Ave. is owned by RLR Group, LLC. (Parcel #: 24-36-33-75-*-4)

The following is an abbreviated summary of the project timeline. A more complete and detailed summary is provided in the attached. (Exhibit E - Project History)

The City issued a Request for Proposal (RFP) on Monday, January 22, 2018. There was only one responded, Jack D. Brown and Lodging Decisions, Inc. of Chagrin Falls, Ohio, whose proposal included the building of a hotel, retail space, restaurant, bar, meeting space and a parking garage. The RFP was awarded to Mr. Brown on April 10, 2018. A Public Stakeholder Meeting was held on May 7, 2018 to gather public input regarding the proposed project.

A public workshop facilitated by GAI Community Services was held on October 3, 2018 to discuss the issue of building height in relation to a potential zoning amendment related to the project. On October 24, 2018, Council approved Ordinance 06-2018 amending Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-District.

At the January 23, 2019 Cocoa CRA Board meeting the Cocoa CRA approved a Redevelopment Agreement with Lodging Decisions, Inc. pending a discussion of the final deliverables of the Agreement. The Redevelopment Agreement was signed on March 15, 2019.

On July 10, 2019, The Cocoa CRA Board determined that the documents submitted by LDI in June 2019 were insufficient and voted to issue to Lodging Decisions a Notice of Default, allowing 30 days to cure said default. On July 15, the Notice of Default was sent to Jack Brown of Lodging Decisions, Inc., providing that LDI must cure the default by not later than August 19, 2019. As of August 19, 2019, Staff found that the developer, Lodging Decisions, Inc., continued to be in default of the Redevelopment Project Agreement.

At the August 28, 2019 Cocoa CRA Special Meeting, it was decided to extend the deadline for deliverables an additional 90 days, through November 19, 2019. The necessary items were not completed within the additional 90 days to cure the default and at the January 8, 2020 CRA meeting, Agency members granted an additional 60-day extension to cure the deficiencies to March 8, 2020.

In addition, during the January 8, 2020 Agency Board meeting, the Agency Board also indicated that the Agency Attorney and LDI's Attorney must meet to discuss the request for an amendment to the Redevelopment Agreement to attempt to address the Developer's concerns about the required sequence of deliverables under the Agreement with the CRA. A draft of the amended Redevelopment Agreement was finalized by the Agency Attorney and Staff on March 5, 2020 and delivered to the Developer and his Attorney.

An Amended and Restated Redevelopment Project Agreement was approved at the June 10, 2020 Cocoa CRA meeting. Generally, the agreement sets forth a three (3) phase process under which the

developer must meet certain benchmarks leading up to the CRA's conveyance of the Property to construct the hotel:

- Phase I - The primary objective of this phase is the preparation and execution of a Development Agreement with the City of Cocoa to approve the maximum height on the property owned by the CRA and to approve a Conceptual Development Plan, subject to conditions.
- Phase II - This phase includes a second round of review of the Project by the City and Agency, including the Developer's chosen national hotel brand, project financing commitments, a market feasibility study, and any revisions to the Conceptual Development Plan required by the national hotel brand.
- Phase III - This phase involves the actual permitting to construct the project.

The attached Development Agreement represents the Phase I agreement described above.

Staff Analysis of the Requirements of the Redevelopment Agreement

The Redevelopment Agreement discussed above included several requirements of the Phase I approval. Those requirements are listed below along with a staff finding for each item.

A. Development Agreement with City of Cocoa.

...The City Council may authorize execution of a Development Agreement to achieve up to eight (8) stories in building height, after consideration of certain factors, including the economic and social benefits to the City and Agency, aesthetic quality and character, architectural design, physical and visual scale, and compatibility with the special and distinctive character of the Cocoa Village...

Staff Finding:

Analysis of the proposed Development Agreement is provided in detail after the analysis of the requirements of the Redevelopment Agreement.

B. Agency Decision on Extra Floor of Parking.

Staff Finding:

This is no longer applicable.

C. Development Agreement Application Submittals.

(1) Site Development Suitability Analysis.

i. Utilities and Stormwater Analysis.

Staff Finding:

No revisions are needed for the stormwater analysis at this time. The applicant will be required to update the utilities assessment when the final site plan is submitted indicating whether existing utility pipes and infrastructure can adequately handle the anticipated estimated fire flow for the site. (Exhibit F - Utilities and Stormwater Assessment)

ii. Floor Area Ratio (FAR) Analysis.

As part of the FAR Analysis, the Developer must provide the following proof, survey, analysis and documentation:

- a. The total size of the property upon which the Project shall be built directly determines the maximum square footage of the Project, given the 2.0 FAR. Accordingly, the Developer must provide proof of ownership of, or written binding contractual options to purchase, any additional parcels that it intends to combine with the Property to form the total development area.

Staff Finding:

This was provided in the Conceptual Development Plan.

- b. The Developer must provide a survey of the area along the south side of Factory Street and east side of John Garren Lane proposed to be vacated.

Staff Finding:

The full survey will be required when the application for right-of-way vacation is submitted. The revised sketch and legal descriptions are acceptable at this stage in place of an actual survey. (Exhibit G - Factory Street ROW Vacation) and (Exhibit H - Public Access Easements)

- c. The Developer shall prepare a Traffic Impact Analysis, determining the impact of vacating the east side of John Garren Lane to transform it into a one-way street. The Traffic Impact Analysis must provide professional recommendations regarding the best way to configure traffic direction and control within the Cocoa Village area following the proposed street vacations.

Staff Finding:

The Traffic Impact Analysis dated August 2019/Revised July 2020 is acceptable. (Exhibit I)

- d. The Developer must obtain from the City of Cocoa City Manager or his designee a written confirmation of the feasibility of vacating the specific areas identified in the survey and the City's intent to recommend vacation of the rights-of-way to the City Council. The Developer shall cooperate and provide all necessary assistance to the City of Cocoa when the City investigates the feasibility of the proposed vacation with all relevant utility providers.

Staff Finding:

City staff will provide a written confirmation of the feasibility of vacating the portion of Factory Street as indicated in the conceptual plans during final site plan review.

- iii. Parking Analysis. The Developer shall provide the required number of parking spaces for all uses of the Project, consistent with the off-street parking requirements of the City Code, and shall further provide an additional 100 public parking spaces as required by the RFP. The additional 100 public parking spaces shall be subject to a written, perpetual covenant in favor of the City of Cocoa, reserving the parking spaces for benefit of and use by the public in perpetuity and without charge or fee unless the City imposes such charge or fee for municipal purposes. The Developer shall submit a detailed parking plan, indicating specifically where all spaces are to be located, whether on-or offsite. Except as provided in this subparagraph, only net increases in on-street parking shall count toward

the required number of spaces; the Developer shall not be given credit for existing on-street spaces. The Developer may count existing on-street parking spaces toward the 100 required public parking spaces provided that such existing spaces are upgraded to include a stormwater pave drain system similar to that already installed on Florida Avenue and Rosa L. Jones Drive.

Staff Finding:

This was provided in the Conceptual Development Plan. A variance for the parking space dimensions has been included in the Development Agreement.

- (2) Economic Impact Analysis. An Economic and Fiscal Impact Analysis shall be submitted. The report shall be prepared by a duly qualified expert that details the associated economic and fiscal impacts of any proposed Project on the City. Although the City recognizes that the Project may have a regional economic and fiscal impact as well, said report shall predominantly address the economic and fiscal impacts on the Cocoa Village and the City of Cocoa, as its own economic system. The economic impact analysis portion of the report shall address the impacts of the Project on jobs, economic output, and wages. The fiscal impact analysis portion shall pertain to the net fiscal impact of the Project over a period of years which is the sum of those revenues (such as ad valorem taxes, public service taxes, sales taxes, and charges for service) directly received by the City minus the sum of expenditures incurred by the City (such as general government expenses, law enforcement, roads, and parks and recreation).

Staff Finding:

An economic impact analysis was provided with the original RFP. (Exhibit J - Economic Impact) Staff felt that it did not provide the required assessment of impact to the local business community. The applicant has stated that his financial lender will require a similar study once he gets to Phase II of the Redevelopment Agreement. Staff feel that waiting for a copy of the analysis provided to the applicant's lender will be acceptable at this time.

- (3) Eco-Friendly. Developer shall provide to the Agency a plan to incorporate into the Project processes and technology that are environmentally responsible, resource efficient and sustainable throughout the Project's life-cycle, including whether the Developer will endeavor to have the proposed building LEED certified. At minimum, the Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, and energy efficient HVAC systems.

Staff Finding:

This has been submitted to the City and nothing further is required at this time. (Exhibit K - Eco-Friendly)

- (4) Conceptual Development Plan. The Developer shall prepare a Conceptual Development Plan, including a complete set of proposed interior and exterior architectural renderings and building elevations of the Project and a preliminary site plan based on the Site Development and Suitability Analysis. Said renderings and elevations shall contain significant and realistic preliminary detail, be in color, be drawn to scale and shall reflect proposed color and design schemes for the Project. In addition, the Conceptual Development Plan must include scaled renderings of the Project in the context of the surrounding buildings and utilities. For example, the renderings should demonstrate how the Project will be viewed in comparison to the AT&T

tower site and adjacent buildings for height comparison purposes.

Staff Finding:

Staff has reviewed the Conceptual Development Plan site plan pages and found it to be largely in compliance with the City's Comprehensive Plan, Zoning Code and the provisions of the Cocoa Waterfront Overlay District regulations, with the exception of those items identified in Section 9.0 Variances and Waivers below. (Exhibit C - Conceptual Development Plan)

(4) Elevations and Renderings

In addition to (4) above, the Re-Development Agreement Section 3A states that certain factors shall be considered with respect to approval of a Development Agreement, among them the "aesthetic quality and character, architectural design, physical and visual scale, and compatibility with the special and distinctive character of the Cocoa Village."

Staff Finding:

Renderings have been provided at various points throughout the review process. The original set dated August 15, 2019 was altered to correct a change to the building footprint along John Garren Lane, but has essentially the same character as the more recent set dated September 18, 2020. (Exhibit L - Elevation Renderings 9-18-20) These include elements such as the curved building corner, clock tower, mini-towers at the south end of the pool deck and roof deck, and the pitched roofline of the rooftop bar/kitchen area. However these renderings, specifically the elements of the curved building corner and the placement of structures on the rooftop level, have never fully matched the Conceptual Development Plan's civil or architectural pages.

In an effort to resolve the inconsistency, the applicant submitted revised elevation renderings dated 10-7-20 (Exhibit D - Elevation Renderings 10-7-20) which matches the building footprint to the civil/architectural plans but also removes all of the architectural design and character enhancing elements.

Staff Analysis of the proposed Development Agreement

Following are the development related components of this proposed Development Agreement followed by a staff finding for each.

4.0 Condition - Acquisition of Contract Purchase Property and Agency Property by Developer; Partial Vacation of Factory Street.

Developer represents and warrants to the City that it has entered into a binding written contract ("Purchase Agreement") to purchase the Contract Purchase Property and that the Developer intends to expeditiously pursue the completion of the closing on the Contract Purchase Property upon the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it is empowered to negotiate and enter into this Agreement. However, the acquisition of fee title to the Contract Purchase Property by the Developer shall be a condition to the City's approval of a final site plan.

In addition, the City recognizes that the Conceptual Development Plan depicts that an additional approximately 4,200 square-foot portion of the right-of-way on Factory Street is intended to be vacated and redeveloped for the Project. Pursuant to Section 9.B of

the Redevelopment Agreement, vacation of the right-of-way shall occur no sooner than the commencement of construction. After the effective date of any vacation of Factory Street, references in this Agreement to the "Property" shall also automatically include such portion of Factory Street that is vacated.

Staff Finding:

The applicant has provided a real estate contract (Exhibit M - Real Estate Contract for Lot #4) for the purchase of the third project parcel (Lot 4) as well as a contract extension. (Exhibit N - Contract Extension)

5.0 Project Description and Requirements.

Developer shall, at its expense, design, permit and construct an approximately 87,870 square-foot mixed-use hotel project with public access retail space fronting Brevard Avenue on the first floor and a parking garage. The project shall specifically consist of at least 100 hotel rooms and not more than 112 hotel rooms with ancillary meeting space, hotel office space, hotel sundries retail shop, breakfast area and lounge, kitchen, swimming pool, and roof top bar and lounge. The public access retail space, which is distinct from the hotel sundries retail shop, shall consist of a minimum of 3,600 square feet of space with pedestrian access from and onto Brevard Avenue. The parking garage shall be incorporated into the hotel building on floors one through four, and 100 parking spaces in the parking garage shall be reserved for public parking use without charge or fee to the public.

The Developer shall be specifically required to develop the Project to incorporate all amenities described above and as further required in this Agreement into the final site plan, and such amenities shall be maintained in good and working condition throughout the life of 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 "C" ("Conceptual Development Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

Staff Finding:

The Conceptual Development Plan depicts a hotel with 107 rooms, a meeting room, hotel office, hotel sundries retail shop, breakfast area and lounge, kitchen, swimming pool, and roof top bar and lounge. In addition, the plan shows a total of 3600 sq.ft. of independent retail space in four units fronting on Brevard Ave. The parking garage is incorporated into the building design and provides parking on four floors for a total of 251 spaces. There are another 28 spaces in a surface lot to the south of the building as well as 14 on-street parking spaces for a total of 293 spaces, thereby providing the minimum number of parking spaces required by City Code.

6.0 Conceptual Development Plan; Building Height.

The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto Exhibit C. 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 of a final site plan and final engineering plans

("Final Site Plan") consistent with the Conceptual Development Plan in all material respects and in compliance with the City Code.

In approving the Conceptual Development Plan attached hereto as Exhibit C, the City Council expressly authorizes herein through this Agreement as provided in Appendix A, Zoning, Article XI, Section 22(I), a Large Scale Commercial/Mixed-Use Building to be constructed on the Property, which may be a total of eight (8) stories in height. The City Council has considered the factors described in Section 22(I), including the economic and social benefits to the City and the Agency, aesthetic quality and character, architectural design, physical and visual scale in comparison with the surrounding buildings, and compatibility with the special and distinctive character of the Cocoa Village.

Staff Finding:

Please see the finding under (4) Conceptual Development Plan above.

7.0 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 "D," 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.

Staff Finding:

Please see the finding under (4) Elevations and Renderings above.

8.0 Project Enhancements.

In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below and, further, as a condition of the approval of a Large-Scale Commercial/Mixed-Use Building on the Property, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

- (A) Parking. Pursuant to the requirements of the Redevelopment Agreement, 100 parking spaces in the parking garage shall be reserved for public parking use without charge or fee to the public. Prior to the issuance of any certificate of occupancy, the Developer shall deliver to the City a written, perpetual covenant in favor of the City of Cocoa and in a form acceptable to the City Attorney, reserving the parking spaces for the benefit of and use by the public in perpetuity and without charge or fee unless the City imposes such charge or fee for municipal purposes. In addition and in accordance with the Conceptual Development Plan, the Developer shall mill and resurface John Garren Lane and Factory Street along the entire length of the Project frontage, including all travel lanes and shoulders on both sides of each street. The Developer shall further install a total of fourteen (14) parallel, on-street parking spaces and a pave drain system along both sides of John Garren Lane. Sidewalks shall also be installed on both sides of John Garren Lane and Factory Street along the entire length of the Project frontage.

- (B) Prior to the issuance of a certificate of occupancy, the Developer shall provide to the City public access easements in a form acceptable to the City Attorney for the portion of the future sidewalk located on the Property along the length of John Garren and a 24-foot wide public access easement for the drive aisle located on the southern portion of the Property between the 28 hotel parking spaces. The Developer and the City both acknowledge that the 24-foot wide public access easement for the drive aisle may be altered in the future should any changes to the Conceptual Development Plan in Phase II of the Project be approved by the City to include an expansion of the building footprint to the south. Additional easements for sidewalk and utilities shall be reserved for the City when vacating the portion of Factory Street as described in the Conceptual Development Plan.
- (C) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.
- (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.

Staff Finding:

The required number of parking spaces are depicted in the Conceptual Development Plan as are the 14 parallel on-street parking spaces on John Garren Lane. The easements, utilities and energy efficient systems will all be required and reviewed at the final site plan stage.

9.0 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 8.0, the City Council hereby approves the following variance and waiver from the City Code:

- (A) Appendix A Zoning, Article XI, Section 22(l) Cocoa Waterfront Overlay District. The minimum frontage buildout of ninety percent (90%) may be decreased to seventy-eight percent (78%).
- (B) Appendix A Zoning, Article XI, Section 22(l) Cocoa Waterfront Overlay District. Upon the partial vacation of Factory Street, the maximum street setback from Factory Street of 10 feet shall be exceeded to a minimum of 20 feet and a maximum of 36 feet on the Property.
- (C) Appendix A Zoning, Article XI, Section 22(l) Cocoa Waterfront Overlay District. The maximum side street setback from Brevard Avenue of 10 feet shall be exceed to a maximum of 23.2 feet.
- (D) Appendix A Zoning, Article XI, Section 22(l) Cocoa Waterfront Overlay District. The maximum side street setback from John Garren Lane of 10 feet shall be exceeded to a maximum of 29 feet.

- (E) Appendix A Zoning, Article XII, Section 1(c) Off-Street Parking and Loading Regulations. The definition of “off-street” parking shall be relaxed to include rectangular parking areas measuring nine (9) feet by eighteen (18) feet, exclusive of access drives and aisles, for purposes of this Project, rather than ten (10) feet by twenty (20) feet as is typically required.

Staff Finding:

The listed variances are all as depicted on the Conceptual Development Plan.

Consistency with the City’s Comprehensive Plan

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.

Policy 1.1.4.2: The highest densities and intensities of use in the Cocoa Redevelopment Area are in the Central Business District (CBD), designated commercial areas to the northwest of the CBD, designated mixed-use along US 1 and SR 520, and designated high-density residential areas as shown on the Future Land Use Map

Policy 1.1.4.3: The City shall redevelop the Central Business District as a viable business district while preserving the historic character of Cocoa Village and of adjacent historic resources, housing and residential neighborhoods, and with protecting natural resources.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.2: Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.2.1.7: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

Next Steps

The Development Agreement will need to be approved by City Council and is currently scheduled for the Council meeting on October 27, 2020. The attached Concept Plan will be heard by the Cocoa CRA at a meeting on the same date immediately preceding the City Council meeting.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff recommendation is that the Planning and Zoning Board recommend **approval** to City Council of the Binding Development Agreement, subject to the following condition(s):

1. Revision of the Conceptual Development Plan to incorporate the architectural features depicted in the Elevation Renderings of 9-18-20.

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

DRAFT 10/19/20

CITY OF COCOA
DEVELOPMENT AGREEMENT FOR 603 BREVARD AVENUE HOTEL
PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2020, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LODGING DECISIONS, INC.**, an Ohio corporation ("Developer"), whose address is 9889 Bainbridge Road, Chagrin Falls, Ohio 44023.

WITNESSETH:

WHEREAS, the Cocoa Community Redevelopment Agency ("Agency") is the owner of certain property with an address of 603 Brevard Avenue, Cocoa, Florida, located at the intersection of Brevard Avenue and Factory Street, being more particularly described on **Exhibit "A"**, attached hereto and incorporated by this reference, consisting of Tax Parcel IDs 24-36-33-75-*-2 and 24-36-33-75-*-3 (the "**Agency Property**"); and

WHEREAS, the Agency acquired the Agency Property for redevelopment purposes in accordance with the Florida Community Redevelopment Act of 1969 (the "**Act**"); and

WHEREAS, in January 2018, Jack D. Brown and Lodging Decisions, Inc. submitted a proposal to the Agency titled "Proposal for Former Cocoa City Hall Redevelopment Site," which proposed that the Agency Property be redeveloped as a mixed-use hotel project consisting of at least seven stories, which exceeded the height limitation of the Commercial Business District-Cocoa Village Overlay zoning district; and

WHEREAS, after multiple public hearings and workshops, the City of Cocoa (hereinafter “City” or “City of Cocoa”) adopted via Ordinance No. 06-2018 on October 24, 2018, a zoning text amendment to allow for Large Scale Commercial/Mixed-Use Buildings on the Agency Property, among other properties, which effectively increased the allowed height on the Agency Property, though such maximum height could only be achieved with approval of a Development Agreement with the City of Cocoa, after Cocoa City Council consideration of certain factors; and

WHEREAS, on June 10, 2020, the Agency and the Developer entered into that certain Amended and Restated Redevelopment Agreement (“Redevelopment Agreement”), which established the development schedule and time periods during which the Agency Property would be expeditiously redeveloped for the betterment of the Cocoa Community Redevelopment Area as a mixed-use hotel project; and

WHEREAS, the Redevelopment Agreement further established three development “phases” for the Project: (1) Phase I, the primary objective of which is the preparation and execution of a Development Agreement with the City of Cocoa to approve the maximum height on the Agency Property and to approve a Conceptual Development Plan, subject to conditions; (2) Phase II, which involves a second round of review of the Project by the City and Agency, including the Developer’s chosen national hotel brand, project financing commitments, a market feasibility study, and any revisions to the Conceptual Development Plan required by the national hotel brand; and (3) Phase III, which includes the actual permitting and construction of the Project; and

WHEREAS, this Agreement is intended to fulfill the requirements of Phase I of the Project, as described in the Redevelopment Agreement, which includes conditional approval of an eight-story (8) mixed-use hotel and the Conceptual Development Plan; and

WHEREAS, the Developer has also entered into a contract to purchase approximately 0.38 acres, more or less, of certain real property with an address of 625 Brevard Avenue, located immediately south of the Agency Property, with Tax Parcel ID 24-36-33-75-*-4 and more particularly described in **Exhibit “B”**, attached hereto and incorporated by this reference (the “Contract Purchase Property”); and

WHEREAS, the Contract Purchase Property is also necessary to accommodate the Large Scale Commercial/Mixed-Use Building for the hotel project as depicted in the Conceptual Development Plan addressed in this Agreement; and

WHEREAS, upon the City Council and Agency’s approval of this Agreement, the Developer shall have demonstrated initial suitability of the Agency Property and Contract Purchase Property for the Project and obtained initial City and Agency approval of the Project’s design subject to additional conditions stated in the Redevelopment Agreement and development permits; and

WHEREAS, the Agency approved the Conceptual Development Plan described and attached herein at its meeting of October 27, 2020; 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 Redevelopment Agreement. The City and Developer recognize and agree that the City is not a party to the Redevelopment Agreement and that the Agency – not the City – is the owner of the Agency Property. Accordingly, this Agreement is not intended to alter the terms and obligations of the Redevelopment Agreement, including but not limited to, future permitting requirements, permitting schedule, effect of City and Agency approvals, and property acquisition schedule and requirements. Rather, this Agreement is intended to supplement the Redevelopment Agreement and refine any requirements that may be necessary from the City’s perspective as the regulatory and permitting authority for the Property. Should any term or condition of the Agreement conflict with any term or condition of the Redevelopment Agreement, the Redevelopment Agreement shall control.

4.0 Condition – Acquisition of Contract Purchase Property and Agency Property by Developer; Partial Vacation of Factory Street. Developer represents and warrants to the City that it has entered into a binding written contract (“Purchase Agreement”) to purchase the Contract Purchase Property and that the Developer intends to expeditiously pursue the completion of the closing on the Contract Purchase Property upon the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it is empowered to negotiate and enter into this Agreement. However, the acquisition of fee title to the Contract Purchase Property by the Developer shall be a condition to the City’s approval of a final site plan. As such, Developer shall keep the City fully apprised of the status of said closing and shall faithfully and expeditiously complete the closing no later than the date on which the Agency conveys the Agency’s Property to the Developer. (“Closing Date”). If Developer fails to complete the closing by the Closing Date and the Agency does not convey the Agency’s Property to the Developer as required by the Redevelopment Agreement, the City Council shall have the right, but not obligation, to terminate this Agreement by written notice. Upon the submittal of applications for a final site plan to the City, the Developer shall provide the City Manager and City Attorney a complete copy of a current title opinion for the Contract Purchase Property so the Parties can determine whether the title opinion, including exceptions, causes any material impediment to the development of the Property as described herein and in the Redevelopment Agreement. The City in its reasonable and sole discretion may declare any such impediment as a default, and Developer shall be afforded an opportunity to cure said default under Section 26.0 of this Agreement. If the Developer fails to cure said default, the City Council, in its sole discretion and by written notice, shall have the right to terminate this Agreement. Because the Conceptual Development Plan demonstrates that the Contract Purchase Property is necessary to accommodate the size of building and amenities contemplated for the Project, any references

hereinafter in this Agreement to the “**Property**” shall include both the Agency Property and the Contract Purchase Property unless otherwise expressly stated.

In addition, the City recognizes that the Conceptual Development Plan depicts that an additional approximately 4,200 square-foot portion of the right-of-way on Factory Street is intended to be vacated and redeveloped for the Project. Pursuant to Section 9.B of the Redevelopment Agreement, vacation of the right-of-way shall occur no sooner than the commencement of construction. After the effective date of any vacation of Factory Street, references in this Agreement to the “**Property**” shall also automatically include such portion of Factory Street that is vacated.

5.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct an approximately 87,870 square-foot mixed-use hotel project with public access retail space fronting Brevard Avenue on the first floor and a parking garage. The project shall specifically consist of at least 100 hotel rooms and not more than 112 hotel rooms with ancillary meeting space, hotel office space, hotel sundries retail shop, breakfast area and lounge, kitchen, swimming pool, and roof top bar and lounge. The public access retail space, which is distinct from the hotel sundries retail shop, shall consist of a minimum of 3,600 square feet of space with pedestrian access from and onto Brevard Avenue. The parking garage shall be incorporated into the hotel building on floors one through four, and 100 parking spaces in the parking garage shall be reserved for public parking use without charge or fee to the public.

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

The Developer shall be specifically required to develop the Project to incorporate all amenities described above and as further required in this Agreement into the final site plan, and such amenities shall be maintained in good and working condition throughout the life of 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 “C”** (“Conceptual Development Plan”). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

6.0 Conceptual Development Plan; Building Height. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto **Exhibit C**. 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 of a final site plan and final engineering plans (“**Final Site Plan**”) consistent with the Conceptual Development Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit C** was prepared prior to application for and submittal of attendant 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 Phase II of the Project 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 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 obtained in either Phase I or Phase II of the Project, which is expressly required as a condition of redeveloping the Property in accordance with the Redevelopment Agreement. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 20.0 and 25.0, 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 Agency to convey the Agency Property to the Developer, but merely constitutes initial approval of the Project design subject to future conditions imposed by the City or Agency 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) a different use of the Property; (b) an increase in the building height as approved herein; (c) a reduction in the required amenities as provided in Sections 5.0 and 8.0; or (d) 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 building, 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.

In approving the Conceptual Development Plan attached hereto as **Exhibit C**, the City Council expressly authorizes herein through this Agreement as provided in Appendix A, Zoning, Article XI, Section 22(I), a Large Scale Commercial/Mixed-Use Building to be constructed on the Property, which may be a total of eight (8) stories in height. The City Council has considered the factors described in Section 22(I), including the economic and social benefits to the City and the Agency, aesthetic quality and character, architectural design, physical and visual scale in comparison with the surrounding buildings, and compatibility with the special and distinctive character of the Cocoa Village.

7.0 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 "D,"** 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.

8.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below and, further, as a condition of the approval of a Large-Scale Commercial/Mixed-Use Building on the Property, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

- (A) Parking. Pursuant to the requirements of the Redevelopment Agreement, 100 parking spaces in the parking garage shall be reserved for public parking use without charge or fee to the public. Prior to the issuance of any certificate of occupancy, the Developer shall deliver to the City a written, perpetual covenant in favor of the City of Cocoa and in a form acceptable to the City Attorney, reserving the parking spaces for the benefit of and use by the public in perpetuity and without charge or fee unless the City imposes such charge or fee for municipal purposes. In addition and in accordance with the Conceptual Development Plan, the Developer shall mill and resurface John Garren Lane and Factory Street along the entire length of the Project frontage, including all travel lanes and shoulders on both sides of each street. The Developer shall further install a total of fourteen (14) parallel, on-street parking spaces and a pave drain system along both sides of John Garren Lane. Sidewalks shall also be installed on both sides of John Garren Lane and Factory Street along the entire length of the Project frontage.
- (B) Prior to the issuance of a certificate of occupancy, the Developer shall provide to the City public access easements in a form acceptable to the City Attorney for the portion of the future sidewalk located on the Property along the length of John Garren and a 24-foot wide public access easement for the drive aisle located on the southern portion of the Property between the 28 hotel parking spaces. The Developer and the City both acknowledge that the 24-foot wide public access easement for the drive aisle may be altered in the future should any changes to the Conceptual Development Plan in Phase II of the Project be approved by the City to include an expansion of the building footprint to the south. Additional easements for sidewalk and utilities shall be reserved for the City when vacating the portion of Factory Street as described in the Conceptual Development Plan.
- (C) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.
- (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.

9.0 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 8.0, the City Council hereby approves the following variance and waiver from the City Code:

- (A) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The minimum frontage buildout of ninety percent (90%) may be decreased to seventy-eight percent (78%).
- (B) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. Upon the partial vacation of Factory Street, the maximum street setback from Factory Street of 10 feet shall be exceeded to a minimum of 20 feet and a maximum of 36 feet on the Property.
- (C) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The maximum side street setback from Brevard Avenue of 10 feet shall be exceeded to a maximum of 23.2 feet.
- (D) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The maximum side street setback from John Garren Lane of 10 feet shall be exceeded to a maximum of 29 feet.
- (E) Appendix A Zoning, Article XII, Section 1(c) Off-Street Parking and Loading Regulations. The definition of “off-street” parking shall be relaxed to include rectangular parking areas measuring nine (9) feet by eighteen (18) feet, exclusive of access drives and aisles, for purposes of this Project, rather than ten (10) feet by twenty (20) feet as is typically required.

10.0 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.

11.0 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.

12.0 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 Orlando, Florida.

13.0 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.

14.0 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.

15.0 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.

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

17.0 Recordation. Upon full execution by the Parties and the closings on the Contract Purchase Property and Agency Property as required by Section 4.0, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

18.0 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.

19.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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 the sum of three hundred thousand dollars (\$300,000.00).

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

25.0 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.

26.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

27.0 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 in the Redevelopment Agreement. 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 26.0 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.

28.0 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.

29.0 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 any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable 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 Uncontrollable 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.

30.0 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

For Developer:

Jack D. Brown
Lodging Decisions, Inc.
9889 Bainbridge Road
Chagrin Falls, OH 44023

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.

31.0 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. 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. 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. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

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

Signature of Witness

Printed Name of Witness

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Carie Shealy, 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 _____, 2020, 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:

LODGING DECISIONS, INC.

Print name and title: _____

Date: _____

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2020, by _____, the _____ of Lodging Decisions, Inc., a foreign 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: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF AGENCY PROPERTY

DRAFT

EXHIBIT B
LEGAL DESCRIPTION OF CONTRACT PURCHASE PROPERTY

DRAFT

EXHIBIT C
CONCEPTUAL DEVELOPMENT PLAN

DRAFT

**EXHIBIT D
BUILDING PLANS**

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF AGENCY PROPERTY

Lots 2 and 3, SINGLETON'S FIRST ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida

EXHIBIT B
LEGAL DESCRIPTION OF CONTRACT PURCHASE PROPERTY

LOT 4 OF PLAT OF SINGLETON'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

DEVELOPMENT TEAM

SITE

COVER SHEET

HILTON GARDEN HOTEL
603 BREVARD AVE.
COCOA, FLORIDA

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS



mail@honeycutt.cc

[illegible]

RICHARD J. KERN PE
39737
STATE OF FLORIDA

AL

DATE 10-14-20

SHEET NO: C 1.1

FILE NAME



JOHN GARREN LANE (50')

FACTORY STREET (60')

BREVARD AVENUE (60')

DESCRIPTION:

LOTS 2 AND 3 OF **PLAT OF SINGLETON'S ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEY NOTES:

BEARING STRUCTURE - BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) / NAD '83.

ELEVATIONS - BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD OF '88) AS REFERENCED TO USC & GS MONUMENT #X-228. ELEVATION = 25.28.

'PV' = ELEVATIONS ON "PAVEMENT"
'TC' = ELEVATIONS ON "TOP OF CURB"
'SW' = ELEVATIONS ON "SIDEWALK"

UTILITIES - LOCATIONS DEPICTED ARE BASED ON (a) FIELD SURVEY OF VISIBLE FACILITIES (i.e., POLES, VALVES, MANHOLES, HYDRANTS, ETC.); (b) GRAPHIC LOCATIONS TRANSCRIBED FROM AVAILABLE AS-BUILT DOCUMENTATION; (c) MARKINGS DEPICTING UNDER-GROUND UTILITIES (IF AVAILABLE).

- * OTHER UNDER-GROUND UTILITIES MAY EXIST WHICH HAVE NOT BEEN LOCATED
- * ALL UNDER-GROUND UTILITIES AND THEIR LOCATIONS MUST BE CONFIRMED PRIOR TO ENGINEERING DESIGN AND ANY EXCAVATION / CONSTRUCTION

JOHN GARREN LANE - THE LOCATION AND CURVE DATA DEPICTED IS BASED ON THAT FLORIDA EAST COAST RAILWAY CO. RIGHT OF WAY MAP LABELED V.2/S.L.13.C - STATION 9129+04.6 TO STATION 9180+25.9, DATED DECEMBER 31, 1927.

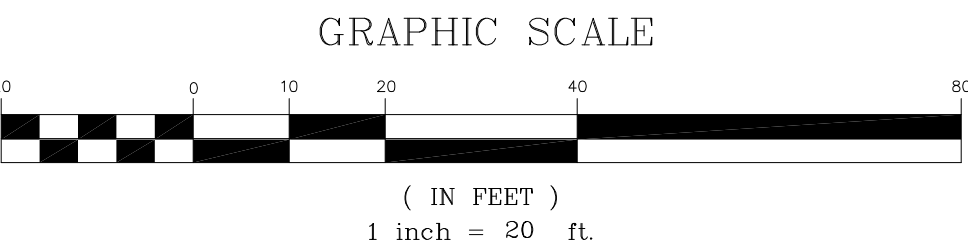
PROPERTY ADDRESSES - LOTS 2 & 3 = 603 BREVARD AVENUE, COCOA, FLORIDA 32922
LOT 4 = 625 BREVARD AVENUE, COCOA, FLORIDA 32922

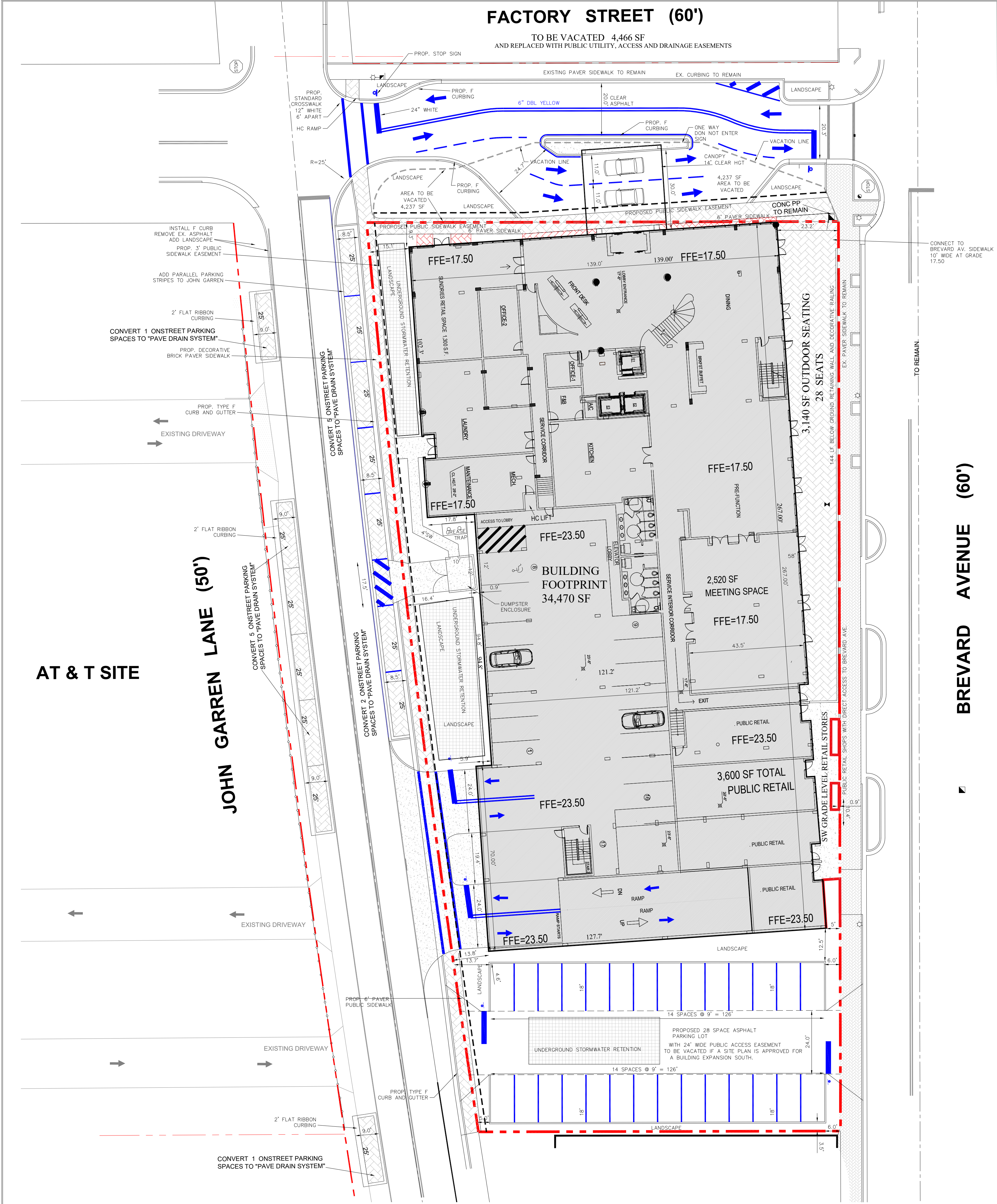
RESERVATION - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

EXISTING CONDITIONS		CONCEPTUAL HOTEL SITE PLAN				mail@honeycutt.cc Certificate of Authorization EB-0007623 (321) 267-6233 Fax (321) 269-7847 Titusville, Florida 32780 3700 South Washington Avenue		Honeycutt & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS		SEAL RICHARD J. KERN PE 39737 STATE OF FLORIDA		REVISION NUMBER DATE REVISION DESCRIPTION	
COCOA, FLORIDA		CONCEPTUAL HOTEL SITE PLAN		C 2.1		SHEET NO:		DATE 10-14-2020		INITIAL PLAN SUBMITTAL DATE:		PROJECT: "HONEYCUTT & ASSOCIATES INC. AT DUNLOP BEACHES"	
FILE NAME:													



EXISTING AERIAL				Honeycutt & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS 3700 South Washington Avenue Titusville, Florida 32780 (321) 267-6233 Fax (321) 269-7847 Certificate of Authorization EB-0007623 mail@honeycutt.cc		RICHARD J. KERN PE 39737 STATE OF FLORIDA		REVISION NUMBER		DATE		REVISION DESCRIPTION	
CONCEPTUAL HOTEL SITE PLAN		SEAL											
COCOA, FLORIDA													
SHEET NO: C 2.2						DATE		10-14-20		INITIAL PLAN SUBMITTAL DATE:		COPYRIGHT © 2013 HONEYCUTT & ASSOCIATES, INC. ALL RIGHTS RESERVED.	
FILE NAME:													





SITE PLAN NOTES

1. DEVELOPER SHALL HAVE JOHN GARREN LANE MILLED AND RESURFACED ALONG THE ENTIRE LENGTH THE PROJECT FRONTAGE.
2. CONSTRUCTION OF ON STREET PARKING SHOULD MATCH THE LOOK OF BREVARD AVE.
3. THE ENTIRE PORTION OF FACTORY STREET BEING VACATED SHALL BE REPLACED WITH A PUBLIC ACCESS EASEMENT, PUBLIC DRAINAGE AND UTILITY EASEMENT. AND A PUBLIC SIDEWALK EASEMENT. THESE SHALL BE DONE CONCURRENTLY WITH THE VACATION.

SHEET NO: C 3.1		RICHARD J. KERN PE 39273 STATE OF FLORIDA		REVISION DESCRIPTION	
FILE NAME:		DATE		REVISION NUMBER	DATE
SITE PLAN <					

AT & T SITE

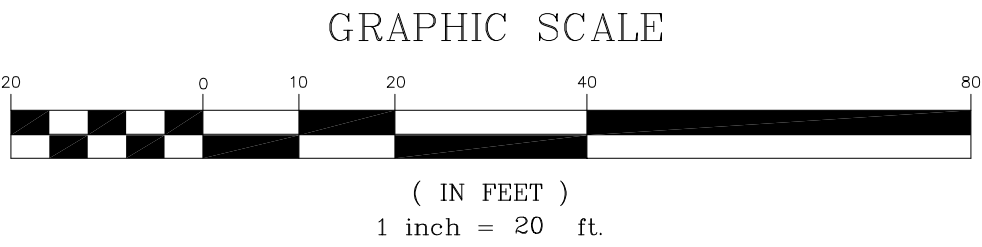
JOHN GARREN LANE (50')

FACTORY STREET (60')

BREVARD AVENUE (60')

DRAINAGE

1. PROVIDE FOR 1" OF RUNOFF.
SITE AREA: 54,555 SF
1" OF RUNOFF X 54,555 SF = 4,546 CF MINIMUM REQUIRED.
2. DRAINAGE SYSTEM SHALL BE DESIGNED TO HANDLE THE 25 YEAR 24 HOUR STORM EXPERIENCE.
3. THE STORMWATER TREATMENT SYSTEM SHALL BE CONNECTED TO THE CITY OF COCOA SYSTEM FOR OVERFLOW.
4. DRAINAGE SYSTEM SHALL BE DESIGNED TO MEET CITY CODE OF ORDINANCES AND COMPREHENSIVE PLAN, AS WELL AS SJRWMD REQUIREMENTS.

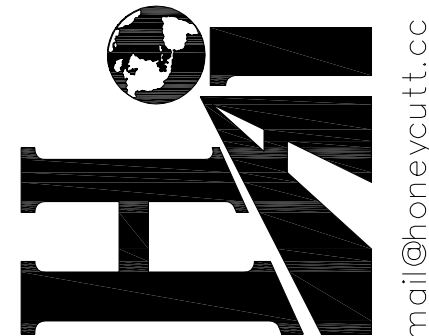


PAVING, GRADING AND DRAINAGE
PLAN

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS
3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6235 Fax (321) 269-7847
Certificate of Authorization EB-0007623



RICHARD J. KERN PE
38737
STATE OF FLORIDA

SEAL

DATE 10-14-20

REVISION DESCRIPTION

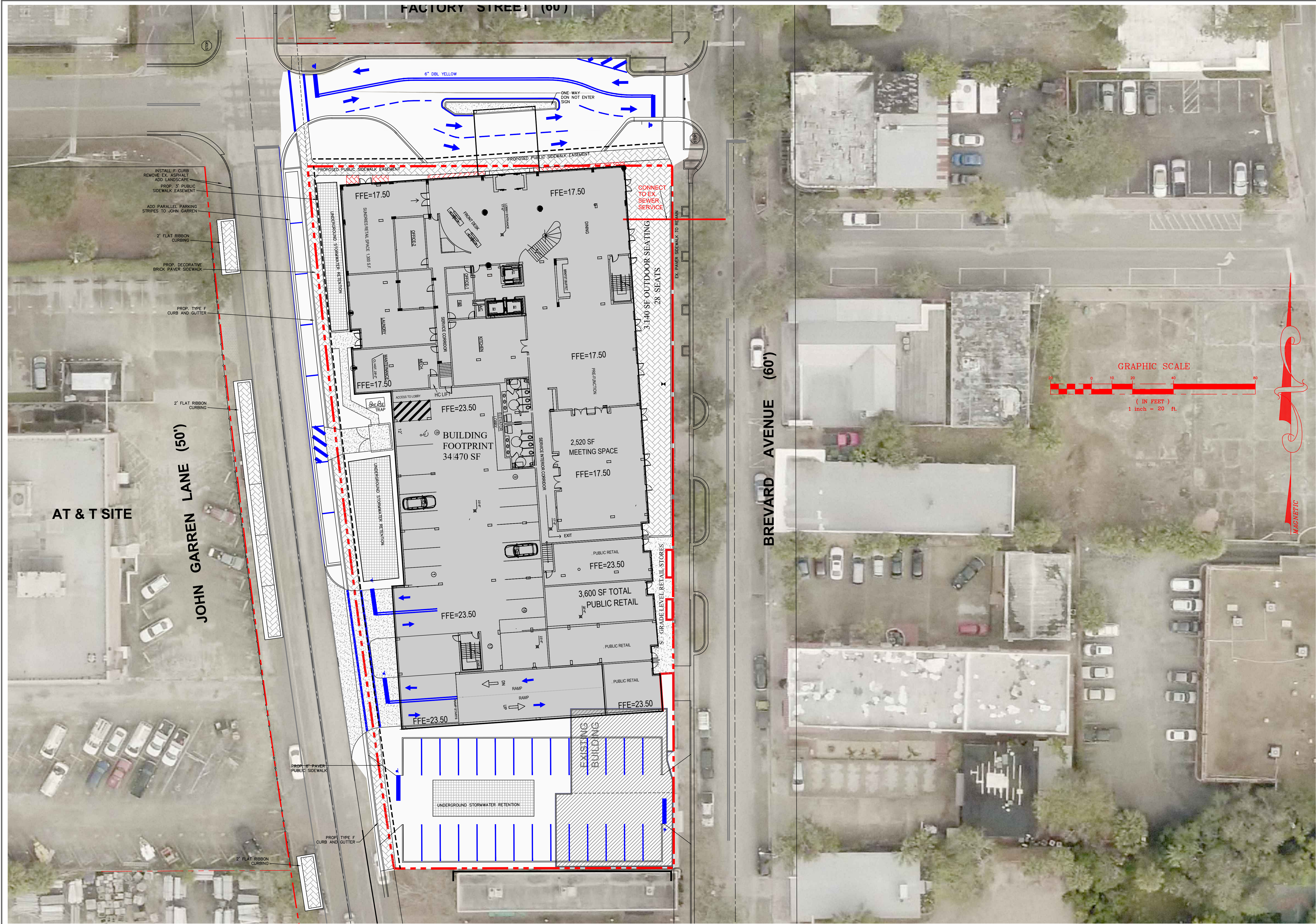
REVISION NUMBER

DATE

INITIAL PLAN SUBMITTAL DATE:
10/14/2020

PROJECT: 2019-0001 HONEYCUTT & ASSOCIATES, INC. ALL RIGHTS RESERVED

SHEET NO: C 3.2
FILE NAME:



SITE PLAN WITH AERIAL		REVISION DESCRIPTION	
CONCEPTUAL HOTEL SITE PLAN		REVISION NUMBER	DATE
COCOA, FLORIDA			
SHEET NO: C 3.3		RICHARD J. KERN PE 38737 STATE OF FLORIDA	
FILE NAME:		SEAL	
		Honeycutt & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS 3700 South Washington Avenue Tusculum, Florida 32780 (321) 267-6235 Fax (321) 269-7847 Certificate of Authorization EB-0007623 mail@honeycutt.com	
		DATE 10-14-2020	
		INITIAL PLAN SUBMITTAL DATE: 10/14/2020 COPYRIGHT © 2013 HONEYCUTT & ASSOCIATES, INC. ALL RIGHTS RESERVED.	

AT & T SITE

JOHN GARREN LANE (50')

FACTORY STREET (60')

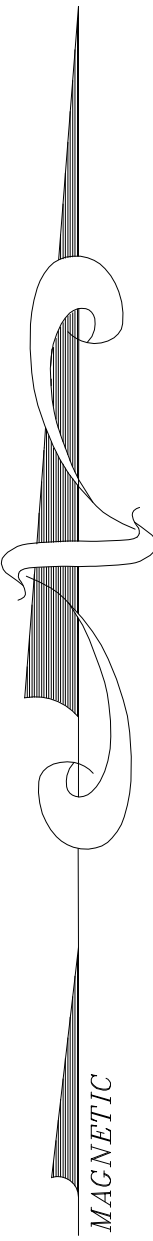
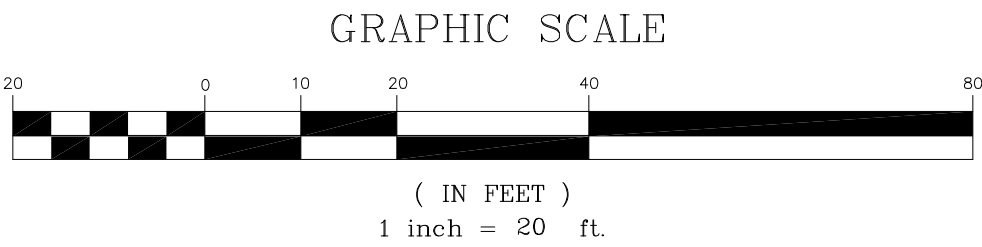
BREVARD AVENUE (60')

THE PORTION OF FACTORY STREET WHICH IS VACATED WOULD HAVE A PUBLIC UTILITY, DRAINAGE, AND SIDEWALK AND VEHICLE ACCESS EASEMENT CREATED OVER IT.

WATER AND SEWER CONNECTIONS

THE PROPOSED HOTEL SHALL CONNECT TO CITY OF COCOA WATER AND SEWER SYSTEM. THE BUILDING SHALL HAVE AN AUTOMATIC SPRINKLER SYSTEM TO COVER THE ENTIRE BUILDING AS REQUIRED BY THE CITY OF COCOA BUILDING DEPARTMENT. IT IS THE PROJECT DEVELOPERS RESPONSIBILITY TO PROVIDE AND INSURE ADEQUATE WATER TO THE SITE FOR FIRE PROTECTION AS WELL AS DOMESTIC POTABLE WATER DEMANDS. DEVELOPER SHALL PROVIDE THE CITY OF COCOA WITH A WATER SYSTEM ANALYSIS AS PART OF THE FINAL SITE CONSTRUCTION PLAN APPROVAL PROCESS THAT CLEARLY DEMONSTRATES THAT THERE IS ADEQUATE FIRE FLOW TO MEET THE CITY REQUIREMENTS FOR THIS BUILDING. DEVELOPER SHALL BE RESPONSIBLE TO DESIGN, AND BUILD AND PAY FOR ANY WATER MAIN EXTENSIONS OR IMPROVEMENTS NEEDED TO PROVIDE THE FIRE FLOW AND POTABLE DRINKING WATER REQUIRED BY THE CITY OF COCOA.

EXISTING FIRE HYDRANT



WATER AND SEWER PLAN

CONCEPTUAL HOTEL SITE PLAN
COCOA, FLORIDA

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS

3700 South Washington Avenue
Tusculum, Florida 32780
(321) 267-6235 Fax (321) 269-7847
Certificate of Authorization EB-0007623



mail@honeycutt.com

RICHARD J. KERN, P.E.
30737
STATE OF FLORIDA

SEAL

DATE 10-14-20

REVISION DESCRIPTION

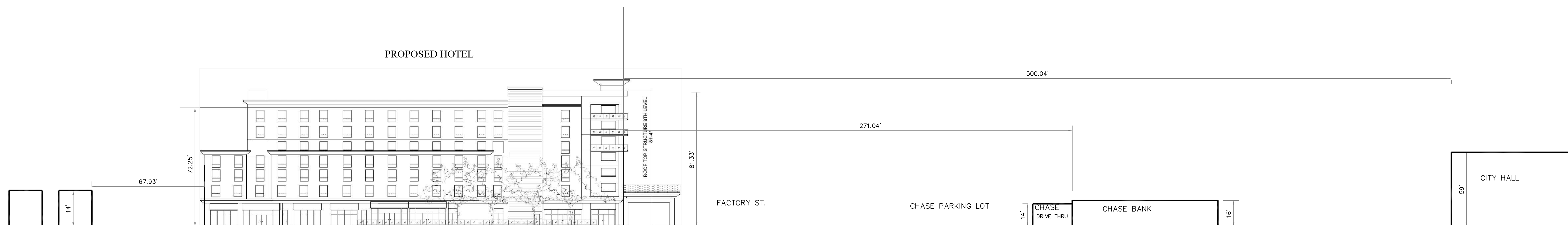
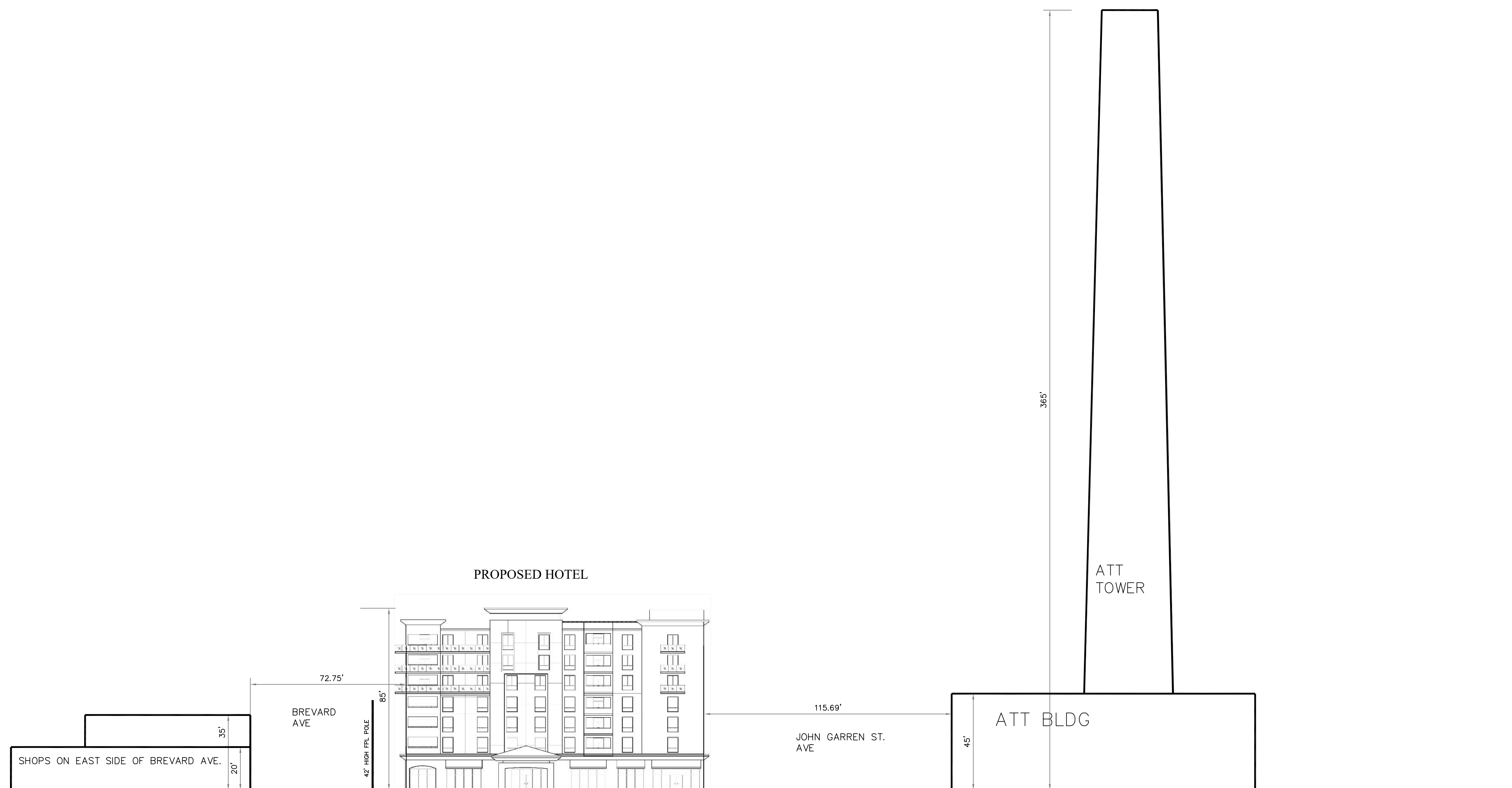
REVISION NUMBER

RICHARD J. KERN, P.E.
30737
STATE OF FLORIDA

SEAL

DATE 10-14-20

SHEET NO: C 3.4
FILE NAME:

[illegible]

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Hilton Garden Inn
Cocoa Village
Cocoa, FL

SHEET TITLE
Site
Landscape
Concept

DATE
07-08-20

DESIGN
S.H.

DRAWN
M.M.

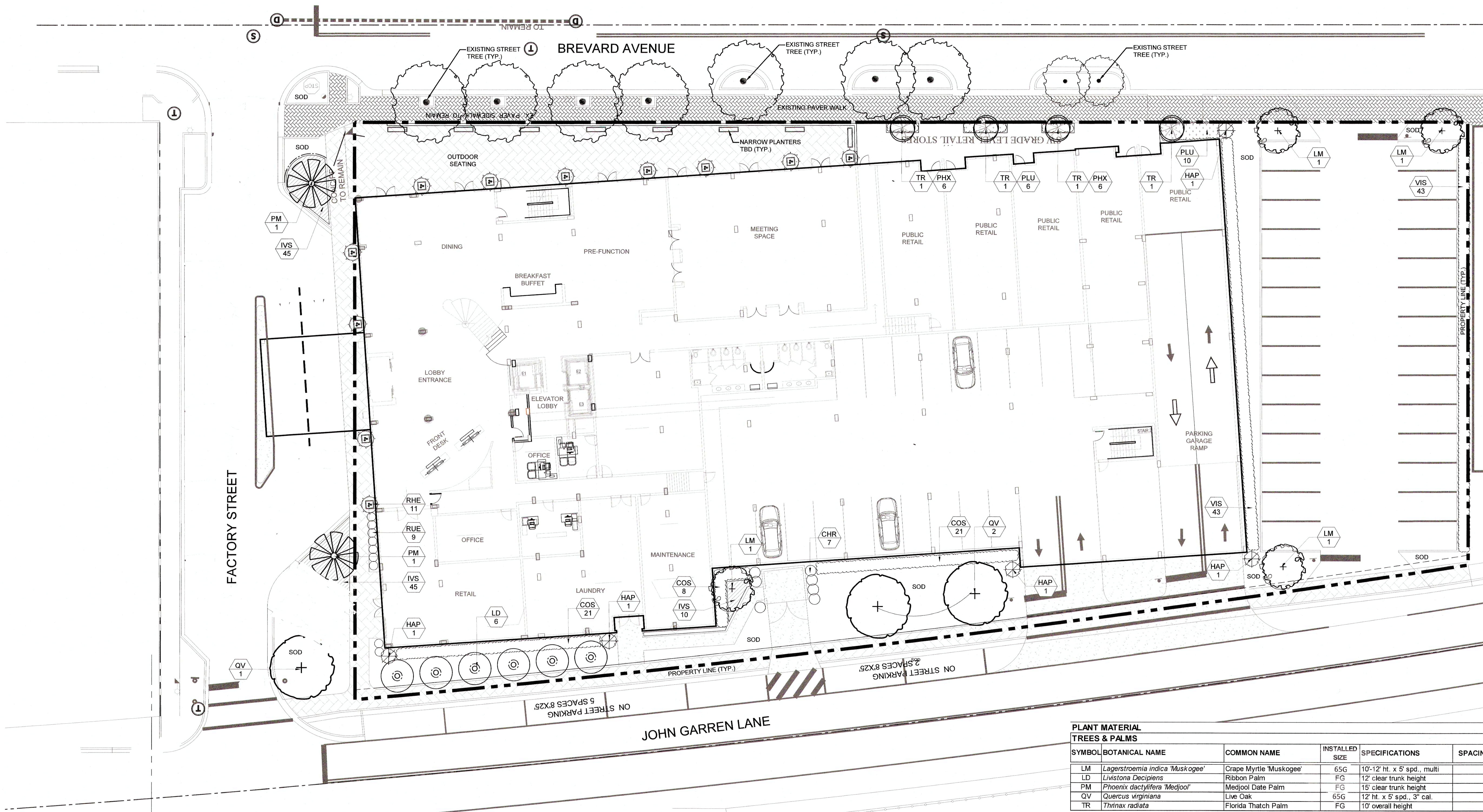
SCALE
1/16" = 1' - 0"

REVISIONS

SEAL

L-1
SHEET

3
OF



PLANT MATERIAL
TREES & PALMS

SYMBOL	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING
LM	<i>Lagerstroemia indica</i> 'Muskogee'	Crape Myrtle 'Muskogee'	65G	10'-12' ht. x 5' spd., multi	
LD	<i>Livistona Decipiens</i>	Ribbon Palm	FG	12' clear trunk height	
PM	<i>Phoenix dactylifera</i> 'Medjool'	Medjool Date Palm	FG	15' clear trunk height	
QV	<i>Quercus virginiana</i>	Live Oak	65G	12' ht. x 5' spd., 3" cal.	
TR	<i>Thrinax radiata</i>	Florida Thatch Palm	FG	10' overall height	

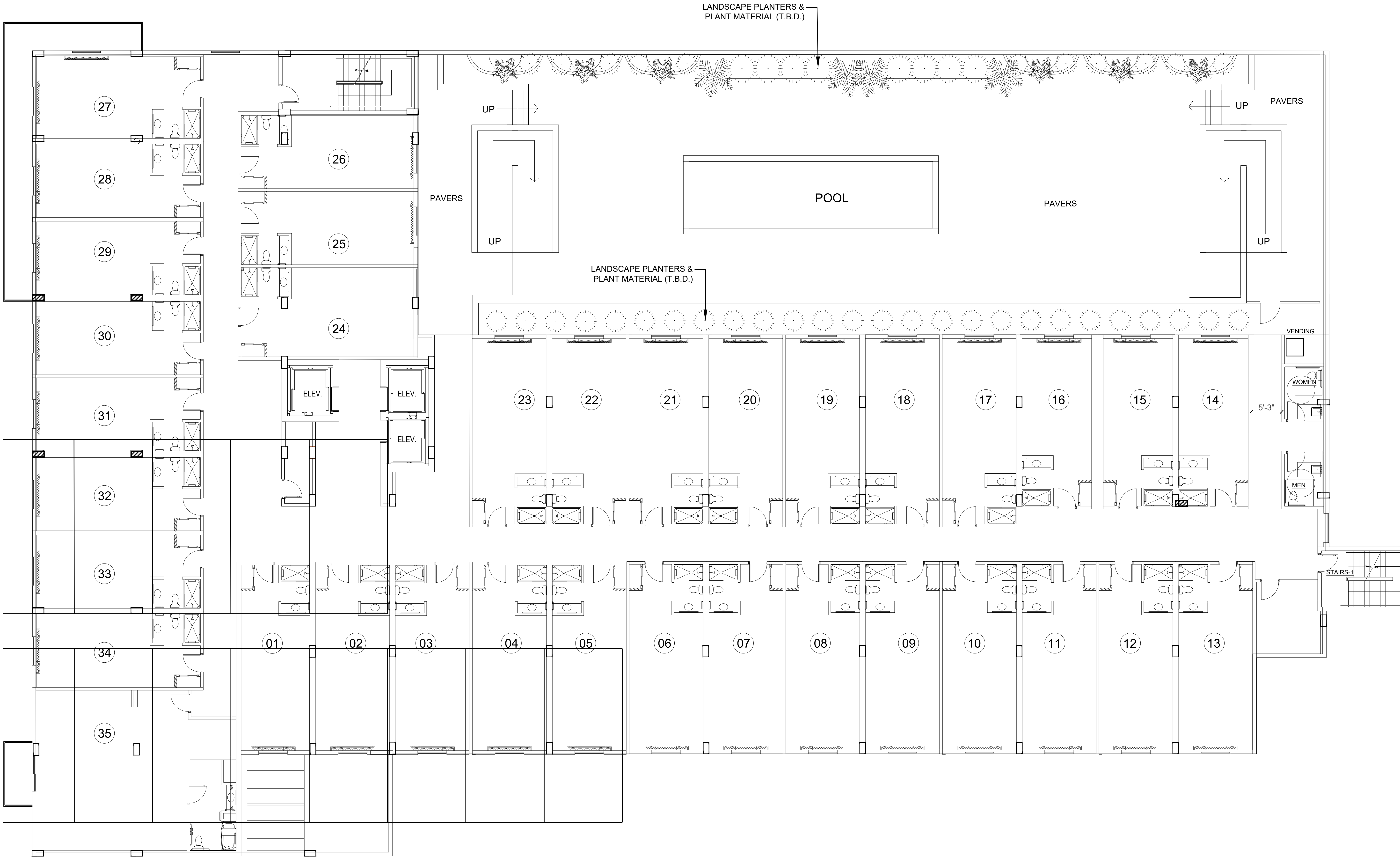
GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING
COS	<i>Conocarpus erectus</i> 'Sericeus'	Silver Buttonwood	3G	16" ht. x 16" ht.	36" oc
CHR	<i>Chrysobalanus icaco</i> 'Red Tip'	Red Tip Cocoplum	3G	16" ht. x 16" ht.	36" oc
IVS	<i>Ilex vomitoria</i> 'Stokes Dwarf'	Ilex 'Stokes Dwarf'	3G	10" ht. x 12" spd.	24" oc
HAP	<i>Hamelia patens</i>	Firebush	7G	28" ht. x 24" spd.	As shown
PLU	<i>Plumbago auriculata</i> 'Imperial Blue'	Blue Plumbago	3G	16" ht. x 16" ht.	36" oc
PHX	<i>Philodendron</i> 'Xanadu'	Philodendron 'Xanadu'	3G	14" ht. x 14" s/d	24" oc
RHE	<i>Rhaps excelsa</i>	Lady Palm	7G	2' ht., in pot	As shown
RUE	<i>Ruellia brittoniana</i> 'Purple Showers'	Ruellia 'Purple Showers'	3G	14" ht., full	24" oc
VIS	<i>Viburnum suspensum</i>	Sandankwa Viburnum	7G	24" ht.	36" oc

NATIVE	WATER WISE
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓

NATIVE	WATER WISE
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓
✓	✓

0' 4' 8' 16' 24' 32' 48'
SCALE: 1/16" = 1'-0"

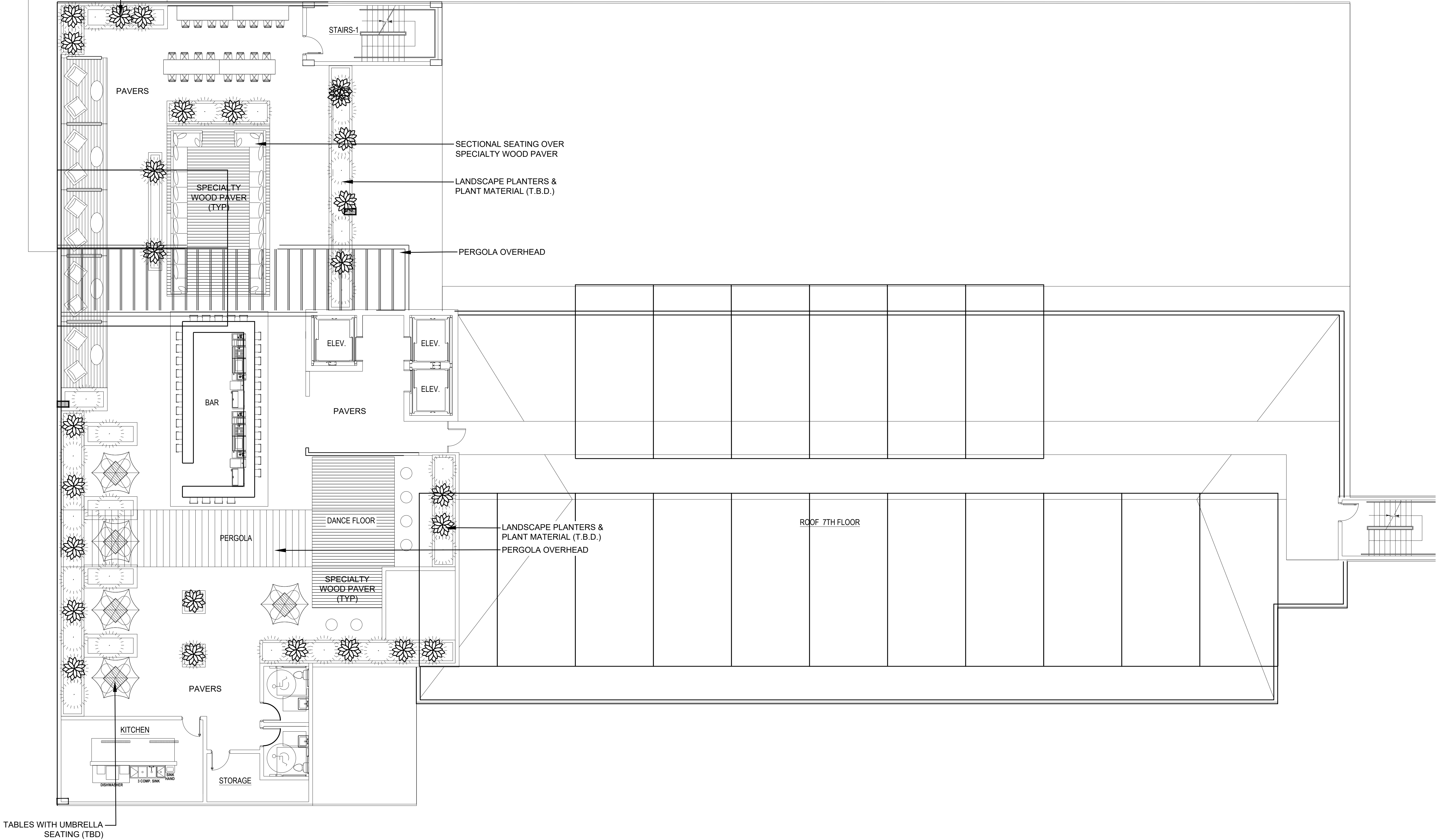


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FAX: (321) 449-1225
www.hall-la.com

Hilton Garden Inn
Cocoa Village
Cocoa, FL

SHEET TITLE	
Pool Deck Landscape Concept	
DATE	
07-08-20	
DESIGN	
S.H.	
DRAWN	
M.M.	
SCALE	
1/8" = 1' - 0"	
REVISIONS	
SEAL	
L-2	3
SHEET	OF

LANDSCAPE PLANTERS &
PLANT MATERIAL (T.B.D.)



Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Hilton Garden Inn
Cocoa Village
Cocoa, FL

SHEET TITLE
Roof Bar
Landscape
Concept

DATE
07-08-20

DESIGN
S.H.

DRAWN
M.M.

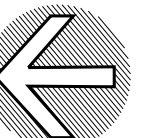
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1/8" = 1' - 0"

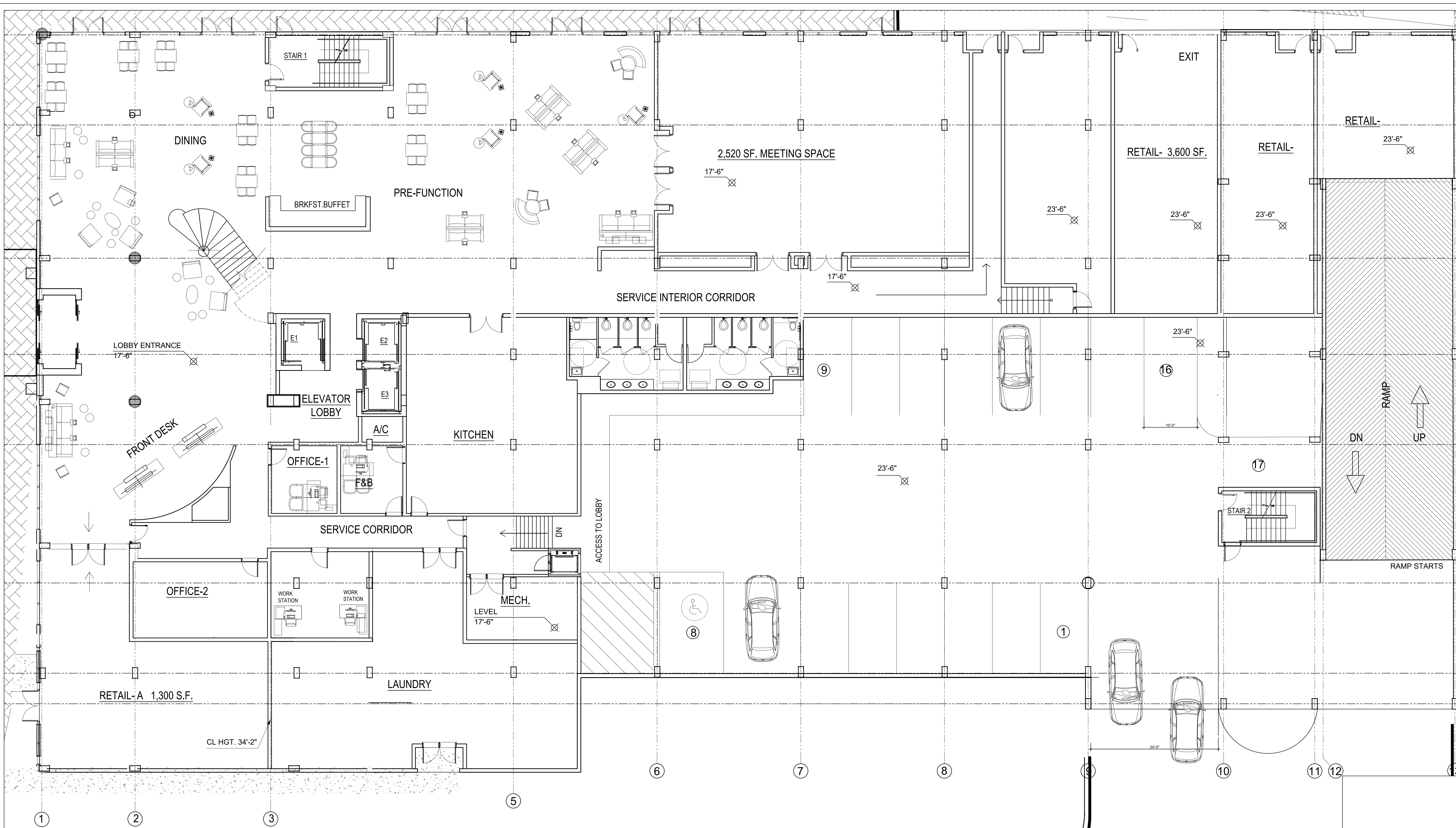
REVISIONS

SEAL

L-3
SHEET OF

0' 4' 8' 16' 24'
SCALE: 1/8" = 1'-0"

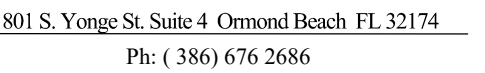




CONCEPTUAL

GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

09-09-20

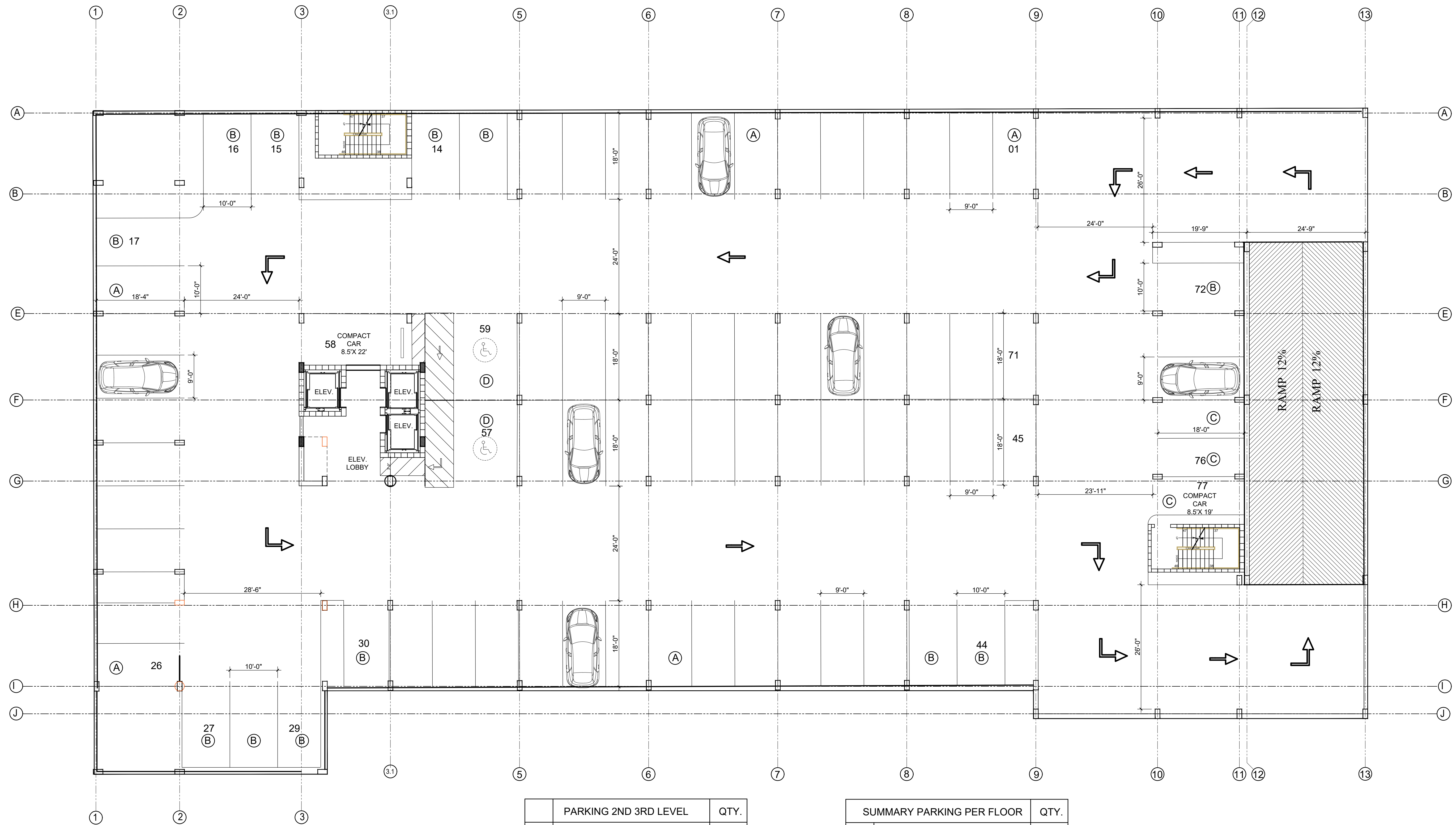


CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
2ND - 3RD FLOOR

OWNER:

[illegible]

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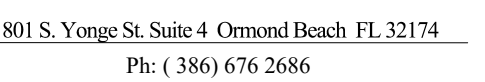


	PARKING 2ND 3RD LEVEL	QTY.
(A)	REGULAR PARKING 9' X 18'	60
(B)	EXTENDED PARKING 10' X 18'	12
(C)	COMPACT PARKING 8.5' X 18'	3
(D)	ACCESSIBLE SPACES	2
TOTAL 2nd 3rd LEVEL (each)		77

SUMMARY PARKING PER FLOOR		QTY.
	GROUND LEVEL	17
	2ND LEVEL	77
	3RD LEVEL	77
	4TH LEVEL	80
TOTAL PARKING GARAGE		251

2ND 3TH FLOOR PLAN

SCALE: 1/8" = 1'-0"



CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
4TH FLOOR

EAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 10.8.4 FBC-B AND CHAPTER 633, FLORIDA STATUTES.

DRAWN BY: AD+A INC

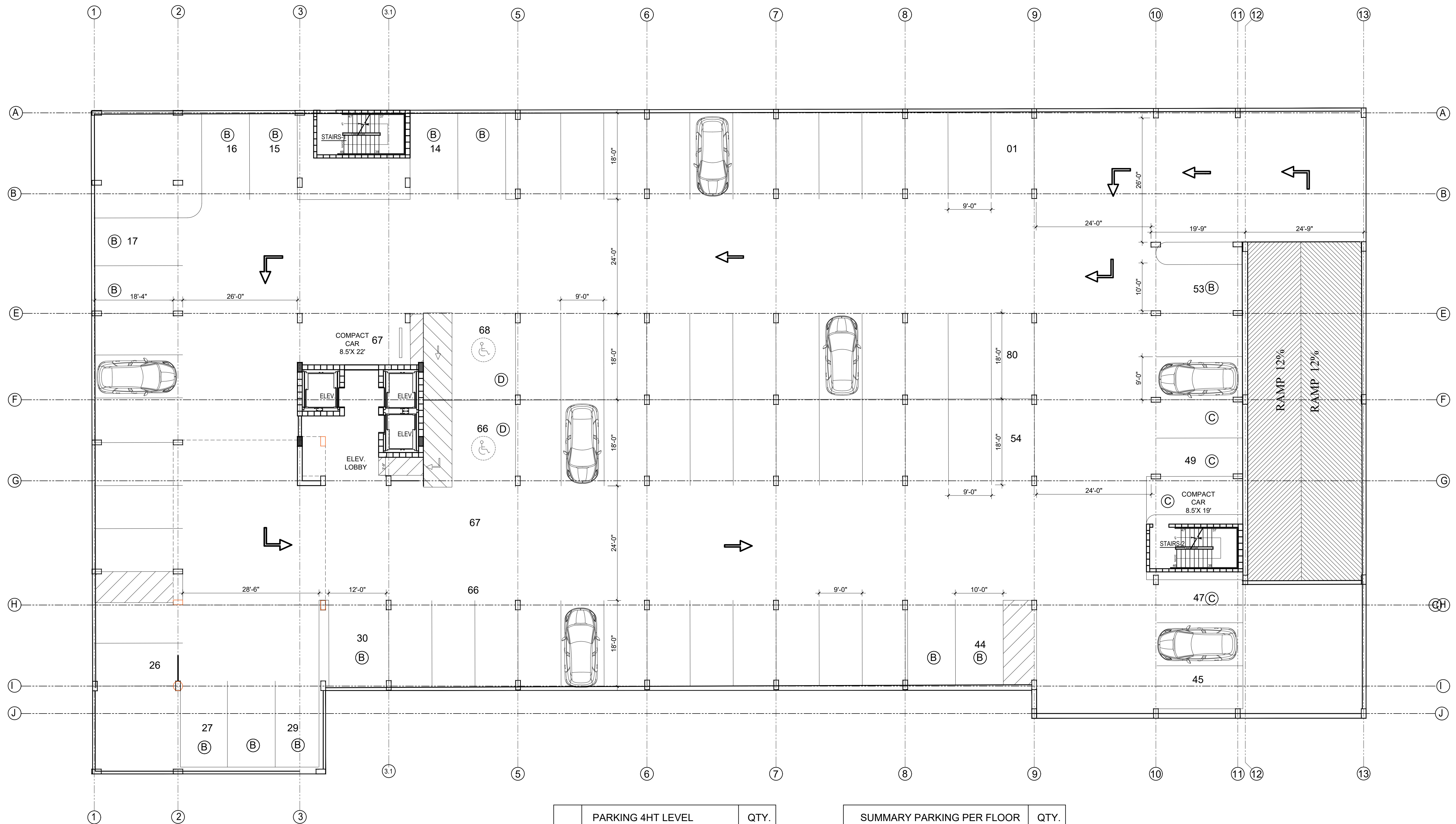
OWNER:

[illegible]

09-09-20

A

3



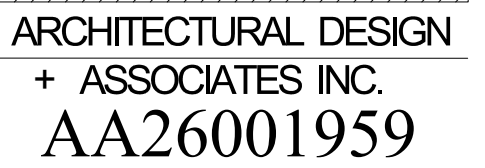
	PARKING 4HT LEVEL	QTY.
(A)	REGULAR PARKING 9' X 18'	62
(B)	EXTENDED PARKING 10' X 18'	13
(C)	COMPACT PARKING 8.5' X 18'	3
(D)	ACCESSIBLE SPACES	2
TOTAL 4TH LEVEL		80

SUMMARY PARKING PER FLOOR		QTY.
	GROUND LEVEL	17
	2ND LEVEL	77
	3RD LEVEL	77
	4TH LEVEL	80
TOTAL PARKING GARAGE		251

CONCEPTUAL

4TH FLOOR PLAN

SCALE: 3/32" = 1'-0"



CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
5TH FLOOR PLAN

EAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUTES.

RAWN BY: AD+A INC

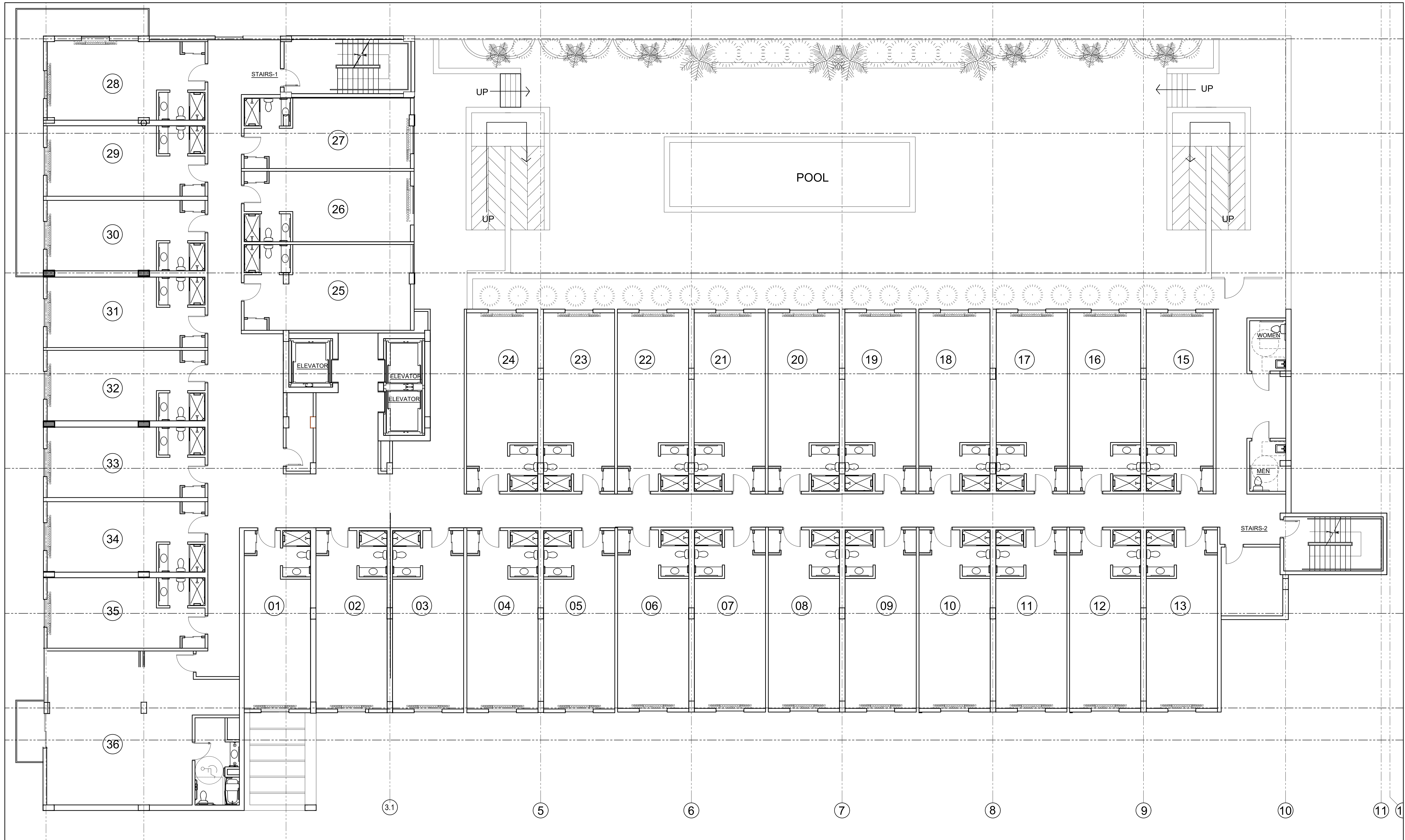
OWNER:

[illegible]

9-09-20

A

4



CONCEPTUAL

5TH FLOOR PLAN

SCALE: 1/8" = 1'-0"



CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA
6TH - 7TH FLOOR PLAN

EAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 10.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUTES.

RAWN BY: AD+A INC

OWNER:

[illegible]

9-09-20

A

5

CONCEPTUAL

6TH-7TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

ROOF PLAN

SCALE: 1/8" = 1'-0"



Cocoa Hotel
Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

Render 1

R1



Cocoa Hotel
Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

2

R2



Cocoa Hotel
Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	
PROJECT NO. WB -	
DATE: 10/7/2020	

3

R3



Cocoa Hotel
Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

4

R4



Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

5

R5

Project History for 603 Brevard Avenue Hotel Project

A Request for Proposals (RFP # P-18-12-COC) for 603 Brevard Avenue was issued on Monday, January 22, 2018. Only one proposal was received. The applicant Jack D. Brown and Lodging Decisions, Inc. of Chagrin Falls, Ohio proposed the building of a mixed-use development to include a hotel, retail, a restaurant and bar, meeting space and a parking garage with a provision for 100 public spaces. The proposal was reviewed and scored by each member of the Committee prior to the Selection Committee meeting. The committee members discussed the proposal at a Publicly Noticed Meeting on Wednesday, March 14, 2018.

The CRA approved the Staff Selection Committee's recommendation to accept the proposal and authorized staff and the Agency Counsel to secure necessary site development information and negotiate a development agreement with Jack D. Brown and Lodging Decisions, Inc. at the April 10, 2018 meeting. The Board also required the developer to hold a Cocoa Village stakeholder meeting to ensure community support for the project and proposed height increase.

The developer held a Public Stakeholder Meeting to present their proposal and receive public input about the project on May 7, 2018. The developer presented their proposal with appropriate graphics, including a scaled 3D rendering and site development plan. The allowed stakeholders to evaluate the impact of increasing the height in context and relationship to surrounding properties and those along Brevard Avenue in Cocoa Village.

Staff met with the developer to identify issues that need to be addressed in terms of compliance with existing Comprehensive Plan goals, policies and objectives and land development regulations of the Zoning Ordinance.

A public workshop was held at the Civic Center on October 3, 2018. The presentation and facilitated discussion by GAI Community Solutions yielded a recommended revision to the originally proposed zoning amendment.

At the October 24, 2018, Council Approved Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-District.

Staff met with Jack Brown of Lodging Decisions, Inc. on October 30, 2018. Staff indicated a timeframe to complete the Redevelopment Agreement between Cocoa CRA and Lodging Decisions, Inc. would be 90 days following the approval of the Zoning Amendment, or January 23, 2019. Staff provided expectations that the developer would provide a more detailed development program that would enable Staff and Legal Counsel to review and validate the Floor Area Ratio (FAR) and parking requirements.

At the January 23, 2019 Cocoa CRA Board meeting the Cocoa CRA approved a Redevelopment Agreement with Lodging Decisions, Inc. pending a discussion of the

final deliverables of the Agreement. On January 29th, 2019, CRA staff and City Staff met with Lodging Decisions, Inc. (LDI) regarding the hotel redevelopment site (603 Brevard Avenue). Mr. Jack Brown agreed to the deliverables presented at the January 29th meeting and, as Chairman/CEO of LDI, signed the Redevelopment Project Agreement dated March 15, 2019.

On July 10, 2019, The Cocoa CRA Board determined that the documents submitted by LDI in June 2019 were insufficient and voted to issue to Lodging Decisions a Notice of Default, allowing 30 days to cure said default. Thus, on July 15, the attached Notice of Default was sent to Jack Brown of Lodging Decisions, Inc., providing that LDI must cure the default by not later than August 19, 2019.

As of August 19, 2019, Staff found that the developer, Lodging Decisions, Inc., continued to be in default of the Redevelopment Project Agreement given that 1.) Several of the submitted documents lack the commitments necessary, i.e. lack of hotel brand and financing commitments; and 2.) Some submitted studies/analyses lacked some of the required details or analysis which are necessary for the CRA and City to make required decisions regarding the Project such as whether to pursue an additional floor of public parking or whether the scope of the proposed Project is even technically or economically feasible for the CRA Property. Moreover, the studies/analysis due to support the City's minimum application requirements which are necessary for the Developer to pursue a development permit and agreement from the City related to the proposed 8 story height under the applicable Waterfront Subdistrict Plan criteria set forth in the City Code.

However, it was clear that LDI was starting to make a more concerted effort to hire qualified professionals for purposes of working with the CRA and City Staff to attempt to produce the required deliverables. Thus, at the August 28 Cocoa CRA Special Meeting, it was decided to extend the deadline for deliverables an additional 90 days, through November 19, 2019.

Notwithstanding, the necessary items were not completed within the additional 90 days to cure the default and at the January 8, 2020 CRA meeting, Agency members granted an additional 60-day extension to cure the deficiencies to March 8, 2020. After the meeting on February 13, 2020, the City Development Review Committee (DRC) met with the developer and his team to discuss the plans and the development of the property at 603 Brevard Avenue. The DRC laid out the needs of staff to assist the developer in preparing a set of plans that will be acceptable and meet the requirements for a Development Agreement.

In addition, during the January 8, 2020 Agency Board meeting, the Agency Board also indicated that the Agency Attorney and LDI's Attorney must meet to discuss the request for an amendment to the Redevelopment Agreement to attempt to address the Developer's concerns about the required sequence of deliverables under the Agreement with the CRA as specifically described below. A draft of the amended Redevelopment Agreement was finalized by the Agency Attorney and Staff on March 5, 2020 and delivered to the Developer and his Attorney.

CRA staff, the Agency Attorney and LDI met and developed the framework of a modified Redevelopment Agreement to address concerns expressed by the Developer regarding the timing of several deliverables including primarily the hotel franchise, financing commitment and market feasibility analysis which Developer admitted could not be provided within the schedule previously agreed to in the Development Agreement.

Given the Developer's expressed concerns, the Agency Attorney worked with Staff and the Developer to re-work the sequence of deliverables and benchmarks which, if approved by the CRA Board, significantly modifies the legal framework for the proposed Project including the development schedule. An Amended and Restated Redevelopment Project Agreement was approved at the June 10, 2020 Cocoa CRA meeting.

Generally, the agreement sets forth a three (3) phase process under which the developer must meet certain benchmarks leading up to the CRA's conveyance of the Property to construct the hotel:

- Phase I - Development Agreement with the City of Cocoa and Initial Approval of Conceptual Development Plan including the CRA Agency's decision regarding the Extra Floor of Parking.
- Phase II - Hotel Brand Adjustments and Financing Commitments; Approval of Revisions to Conceptual Development Plan
- Phase III - Future Permitting to Construct Hotel



Honeycutt & Associates, Inc.

ENGINEERS • SURVEYORS • PLANNERS

email : mail@honeycutt.cc

3700 S. Washington Avenue, Titusville FL 32780

Phone : 321-267-6233

Fax : 321-269-7847

August 19, 2019

Mr. Jack Brown, CEO
Lodging Decision, Inc.
9889 Bainbridge Road
Chagrin Falls, Ohio 44023

RE: PROPOSED HOTEL/MIXED USE PROJECT
603 BREVARD AVENUE
COCOA VILLAGE

Dear Mr. Brown:

You requested that we provide a brief assessment of the Utilities and Stormwater Facilities for the proposed hotel and mixed use project (see Exhibit A) to be located at 603 Brevard Avenue in Cocoa Village. The assessment is in response to Item A. (2) i. of the agreement with the Cocoa Community Redevelopment Agency.

The following is a preliminary assessment of those utilities:

1. WATER: there is an existing 6-inch water line along the north and east boundaries of the site. An 8-inch line is available 1 block to the north on Orange Street (see Exhibit B). A proposed 8-inch water line will need to be extended from Orange Street south along John Garren Lane to Factory Street and then east along Factory Street and tie-in to the existing 6-inch existing water main located in Brevard Avenue (see Exhibit C). Based on the current concept plan, this loop will provide sufficient potable water to the proposed hotel/mixed use project. The proposed 8-story building will include a stand pipe and pumping unit to meet fire demand.
2. SEWER: There is an existing 8-inch gravity main located in Brevard Avenue as shown in Exhibit B. This main is adequate to serve the proposed hotel/mixed use project.
3. STORMWATER: The existing and the proposed sites are about 100 percent impervious. There is no treatment of stormwater runoff from the existing site. The first inch of runoff from the new facility must be treated prior to discharge. There is no space onsite for above ground stormwater treatment. Therefore, the proposed stormwater treatment system will need to be underground and should include pervious pavement/roof storage where possible. A conceptual layout of the underground system is shown in Exhibit D. There will be a need for

some street right of way vacation to accommodate the proposed system. The stormwater system can discharge into the existing City of Cocoa drainage system in Factory Street. The existing stormwater structures located in Factory Street are shown on the attached survey, Exhibit E.

Let us know of any questions or comments.

Yours truly,

A handwritten signature in blue ink, appearing to be 'R. Honeycutt', written over the printed name.

Rodney M Honeycutt, PE

EXHIBIT A

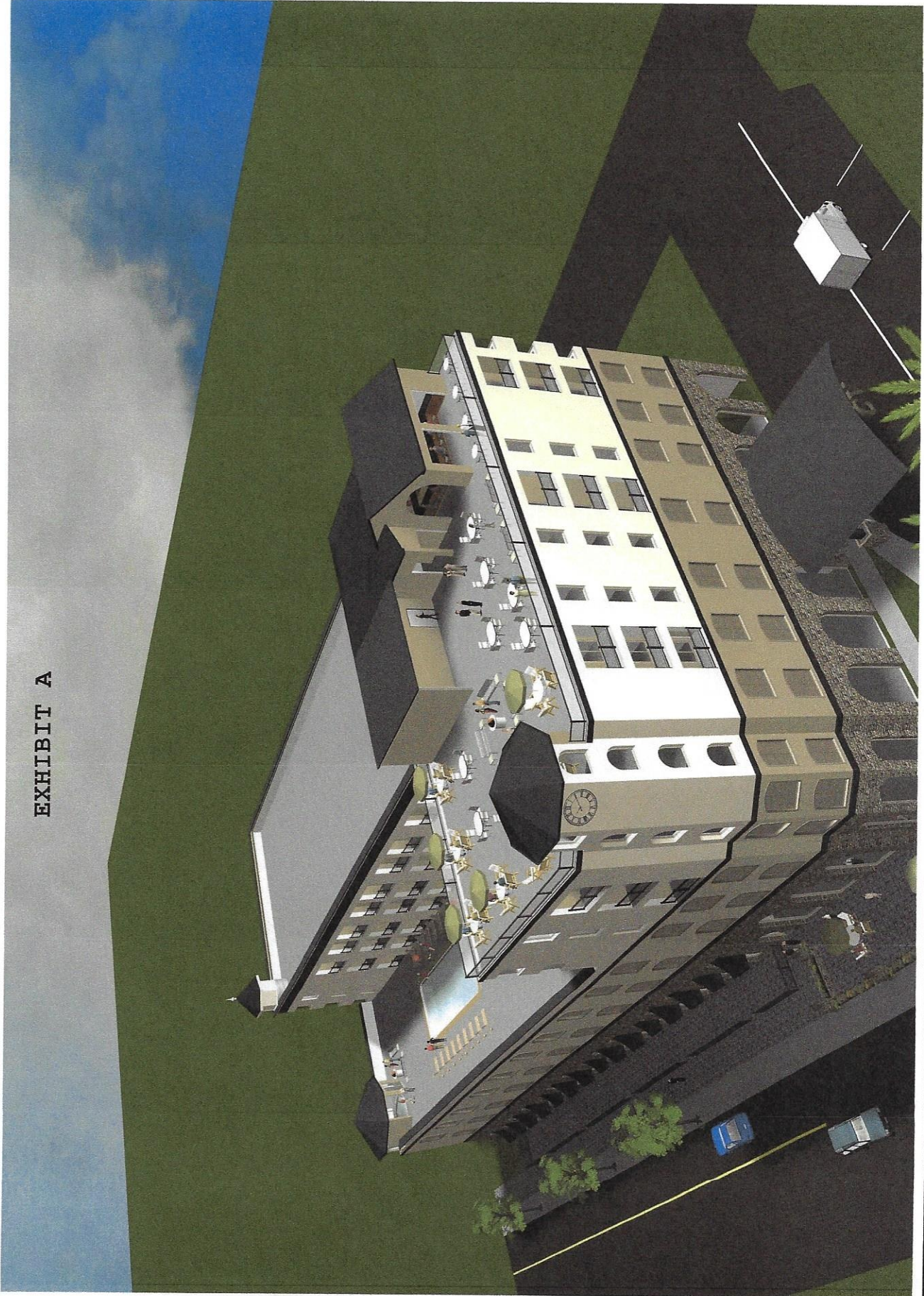


EXHIBIT B

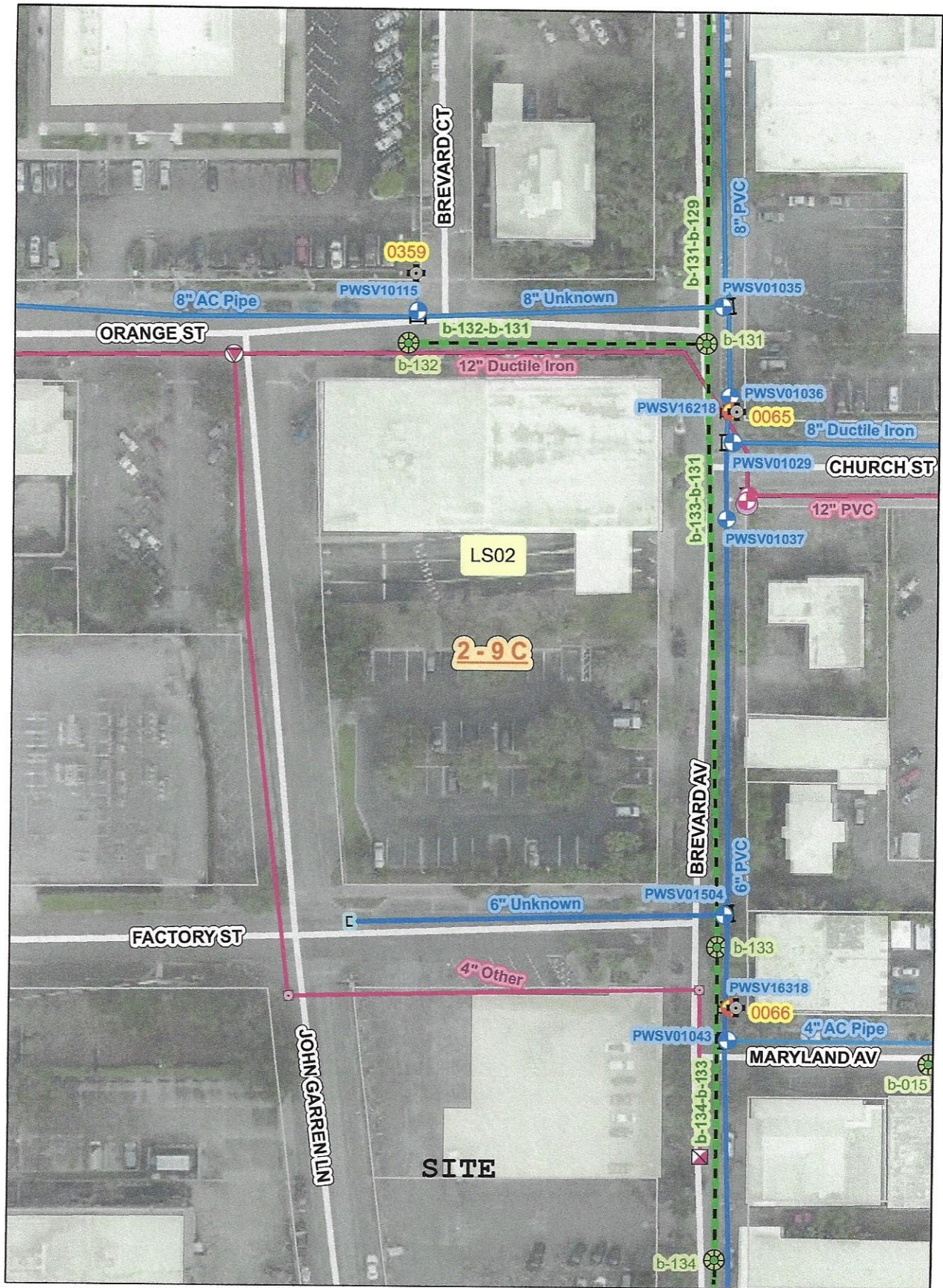
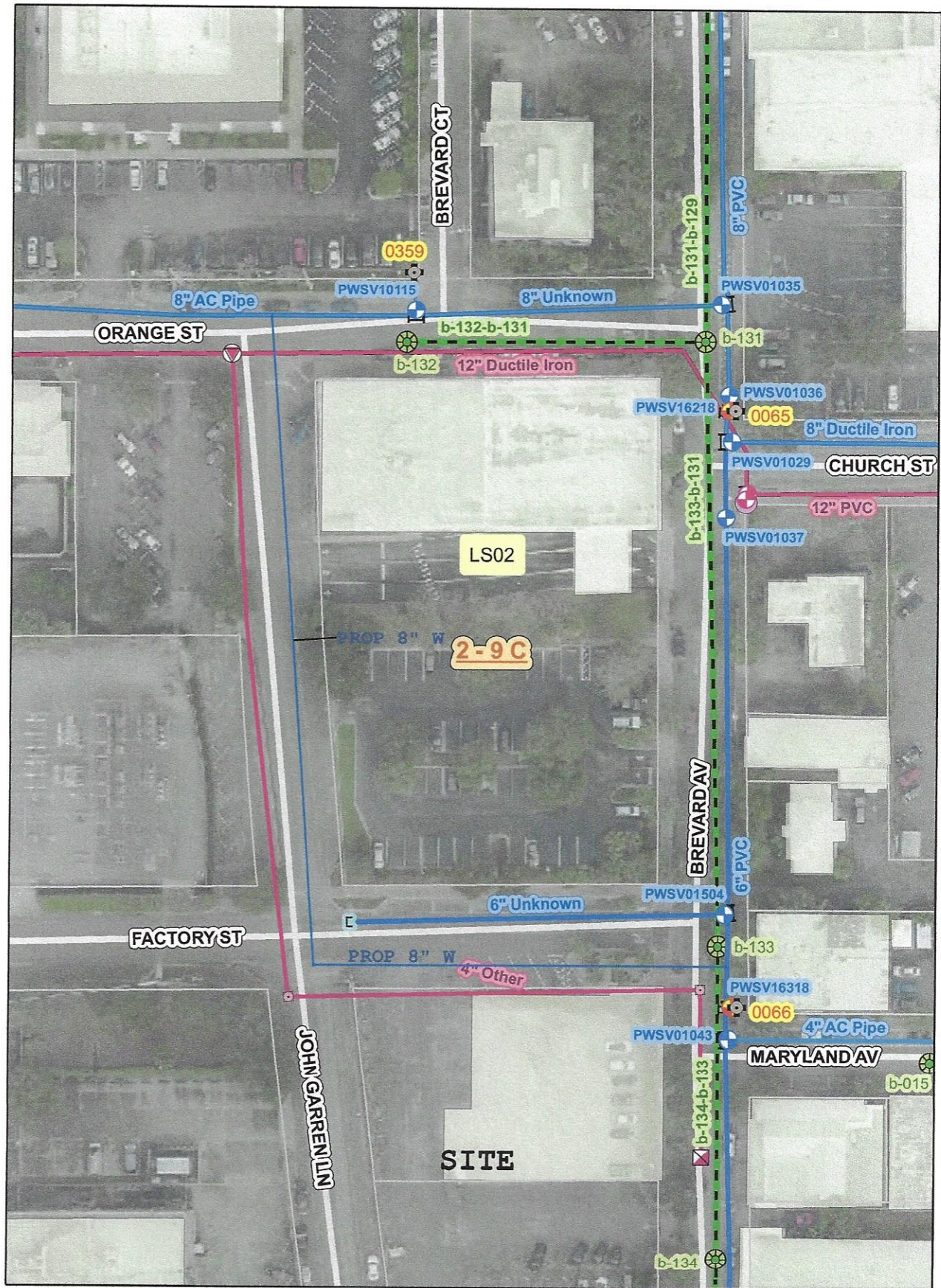


EXHIBIT C

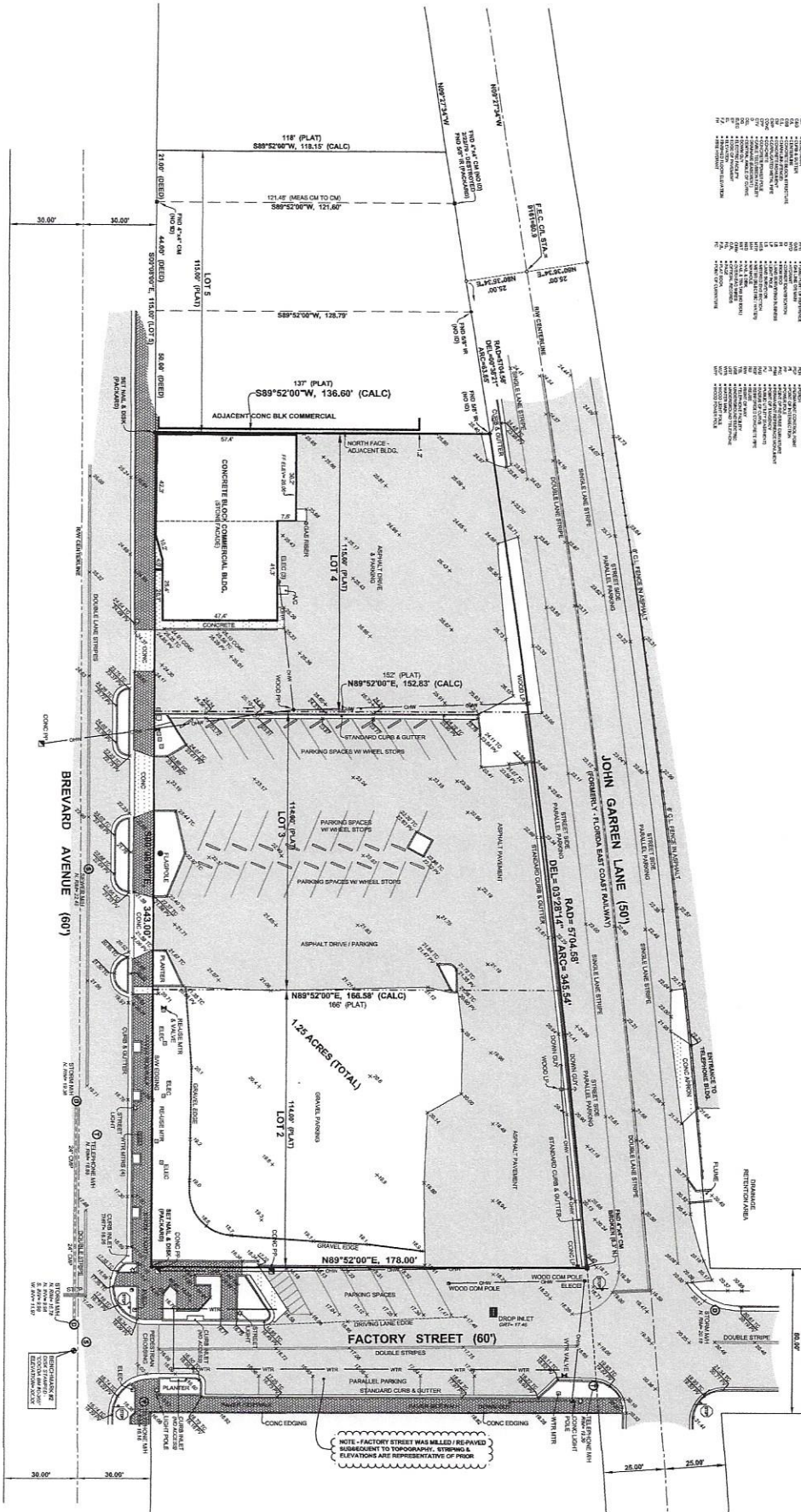


SURVEY NOTES:

DESCRIPTION:
LOTS 2, 3 AND 4 OF PLAT OF SINGLETON'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

GENERAL NOTES:

- | 1. What is the purpose of the study? | | 2. What is the research question? | | 3. What is the hypothesis? | | 4. What is the significance of the study? | | 5. What are the limitations of the study? | | 6. What are the conclusions? | |
|--------------------------------------|--------|-----------------------------------|--------|----------------------------|--------|---|--------|---|--------|------------------------------|---------|
| 1.1 | 1.1.1 | 1.1.2 | 1.1.3 | 1.1.4 | 1.1.5 | 1.1.6 | 1.1.7 | 1.1.8 | 1.1.9 | 1.1.10 | 1.1.11 |
| 1.2 | 1.2.1 | 1.2.2 | 1.2.3 | 1.2.4 | 1.2.5 | 1.2.6 | 1.2.7 | 1.2.8 | 1.2.9 | 1.2.10 | 1.2.11 |
| 1.3 | 1.3.1 | 1.3.2 | 1.3.3 | 1.3.4 | 1.3.5 | 1.3.6 | 1.3.7 | 1.3.8 | 1.3.9 | 1.3.10 | 1.3.11 |
| 1.4 | 1.4.1 | 1.4.2 | 1.4.3 | 1.4.4 | 1.4.5 | 1.4.6 | 1.4.7 | 1.4.8 | 1.4.9 | 1.4.10 | 1.4.11 |
| 1.5 | 1.5.1 | 1.5.2 | 1.5.3 | 1.5.4 | 1.5.5 | 1.5.6 | 1.5.7 | 1.5.8 | 1.5.9 | 1.5.10 | 1.5.11 |
| 1.6 | 1.6.1 | 1.6.2 | 1.6.3 | 1.6.4 | 1.6.5 | 1.6.6 | 1.6.7 | 1.6.8 | 1.6.9 | 1.6.10 | 1.6.11 |
| 1.7 | 1.7.1 | 1.7.2 | 1.7.3 | 1.7.4 | 1.7.5 | 1.7.6 | 1.7.7 | 1.7.8 | 1.7.9 | 1.7.10 | 1.7.11 |
| 1.8 | 1.8.1 | 1.8.2 | 1.8.3 | 1.8.4 | 1.8.5 | 1.8.6 | 1.8.7 | 1.8.8 | 1.8.9 | 1.8.10 | 1.8.11 |
| 1.9 | 1.9.1 | 1.9.2 | 1.9.3 | 1.9.4 | 1.9.5 | 1.9.6 | 1.9.7 | 1.9.8 | 1.9.9 | 1.9.10 | 1.9.11 |
| 1.10 | 1.10.1 | 1.10.2 | 1.10.3 | 1.10.4 | 1.10.5 | 1.10.6 | 1.10.7 | 1.10.8 | 1.10.9 | 1.10.10 | 1.10.11 |
| 1.11 | 1.11.1 | 1.11.2 | 1.11.3 | 1.11.4 | 1.11.5 | 1.11.6 | 1.11.7 | 1.11.8 | 1.11.9 | 1.11.10 | 1.11.11 |
| 1.12 | 1.12.1 | 1.12.2 | 1.12.3 | 1.12.4 | 1.12.5 | 1.12.6 | 1.12.7 | 1.12.8 | 1.12.9 | 1.12.10 | 1.12.11 |
| 1.13 | 1.13.1 | 1.13.2 | 1.13.3 | 1.13.4 | 1.13.5 | 1.13.6 | 1.13.7 | 1.13.8 | 1.13.9 | 1.13.10 | 1.13.11 |
| 1.14 | 1.14.1 | 1.14.2 | 1.14.3 | 1.14.4 | 1.14.5 | 1.14.6 | 1.14.7 | 1.14.8 | 1.14.9 | 1.14.10 | 1.14.11 |
| 1.15 | 1.15.1 | 1.15.2 | 1.15.3 | 1.15.4 | 1.15.5 | 1.15.6 | 1.15.7 | 1.15.8 | 1.15.9 | 1.15.10 | 1.15.11 |
| 1.16 | 1.16.1 | 1.16.2 | 1.16.3 | 1.16.4 | 1.16.5 | 1.16.6 | 1.16.7 | 1.16.8 | 1.16.9 | 1.16.10 | 1.16.11 |
| 1.17 | 1.17.1 | 1.17.2 | 1.17.3 | 1.17.4 | 1.17.5 | 1.17.6 | 1.17.7 | 1.17.8 | 1.17.9 | 1.17.10 | 1.17.11 |
| 1.18 | 1.18.1 | 1.18.2 | 1.18.3 | 1.18.4 | 1.18.5 | 1.18.6 | 1.18.7 | 1.18.8 | 1.18.9 | 1.18.10 | 1.18.11 |
| 1.19 | 1.19.1 | 1.19.2 | 1.19.3 | 1.19.4 | 1.19.5 | 1.19.6 | 1.19.7 | 1.19.8 | 1.19.9 | 1.19.10 | 1.19.11 |
| 1.20 | 1.20.1 | 1.20.2 | 1.20.3 | 1.20.4 | 1.20.5 | 1.20.6 | 1.20.7 | 1.20.8 | 1.20.9 | 1.20.10 | 1.20.11 |
| 1.21 | 1.21.1 | 1.21.2 | 1.21.3 | 1.21.4 | 1.21.5 | 1.21.6 | 1.21.7 | 1.21.8 | 1.21.9 | 1.21.10 | 1.21.11 |
| 1.22 | 1.22.1 | 1.22.2 | 1.22.3 | 1.22.4 | 1.22.5 | 1.22.6 | 1.22.7 | 1.22.8 | 1.22.9 | 1.22.10 | 1.22.11 |
| 1.23 | 1.23.1 | 1.23.2 | 1.23.3 | 1.23.4 | 1.23.5 | 1.23.6 | 1.23.7 | 1.23.8 | 1.23.9 | 1.23.10 | 1.23.11 |
| 1.24 | 1.24.1 | 1.24.2 | 1.24.3 | 1.24.4 | 1.24.5 | 1.24.6 | 1.24.7 | 1.24.8 | 1.24.9 | 1.24.10 | 1.24.11 |
| 1.25 | 1.25.1 | 1.25.2 | 1.25.3 | 1.25.4 | 1.25.5 | 1.25.6 | 1.25.7 | 1.25.8 | 1.25.9 | 1.25.10 | 1.25.11 |
| 1.26 | 1.26.1 | 1.26.2 | 1.26.3 | 1.26.4 | 1.26.5 | 1.26.6 | 1.26.7 | 1.26.8 | 1.26.9 | 1.26.10 | 1.26.11 |
| 1.27 | 1.27.1 | 1.27.2 | 1.27.3 | 1.27.4 | 1.27.5 | 1.27.6 | 1.27.7 | 1.27.8 | 1.27.9 | 1.27.10 | 1.27.11 |
| | | | | | | | | | | | |

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NOTE - FACTORY STREET WAS MILLED / RE-PAVED
SUBSEQUENT TO TOPOGRAPHY. STRIPING &
ELEVATIONS ARE REPRESENTATIVE OF PRIOR

r.m. packard
 & assoc., inc.
 surveying & mapping

1193 U.S. HIGHWAY 1 / UNIT 3
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-8335 • packardsurvey@cllr.com



I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.022, FLORIDA STATUTES (SUBJECT TO NOTES HEREON).

PRELIMINARY
ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3267

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ORIGINAL SIGNATURE
AND EMBOSSED WITH
SURVEYOR'S SEAL



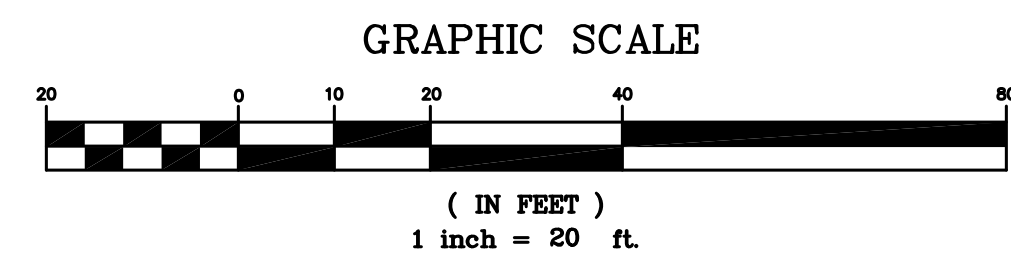
PARCEL 1:

A PARCEL OF LAND LYING IN THE RIGHT OF WAY OF FACTORY STREET AND BEING CONTIGUOUS WITH THE NORTH LINE OF LOT 26, ALL AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA RECORDERD IN PLAT BOOK # 1, PAGE 89, PUBLIC RECORDS OF LEYLAND COUNTY FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 26; THENCE N.89°02'00"E., ALONG THE NORTH SIDE OF SAID LOT 26 A DISTANCE OF 78.95± FEET TO AN IRON PIN MARK SETTING BEGINNING OF
PARCEL OF LAND HEREIN DESCRIBED, THENCE CONTINUE N.89°02'00"E., ALONG SAID NORTH LINE OF LOT 26, A DISTANCE OF 174.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S.22°37'47"W., 14.17 FEET; THENCE N.70°18'46"W., 49.88 FEET; THENCE S.68°59'02"W., 62.47 FEET; THENCE S.57°15'E., 48.31 FEET; THENCE BY CURVATURE THROUGH ONE EIGHTH PART OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOEASTERLY AND HAVING A RADIUS 15.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°08'28", A DISTANCE OF 24.65 FEET; THENCE S.05°10'17"N., 3.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 4237 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

LEGEND

☉ = Centerline
P.C. = Point of Curvature
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
L = Length
R/W = Right-of-way
△ = Delta Angle



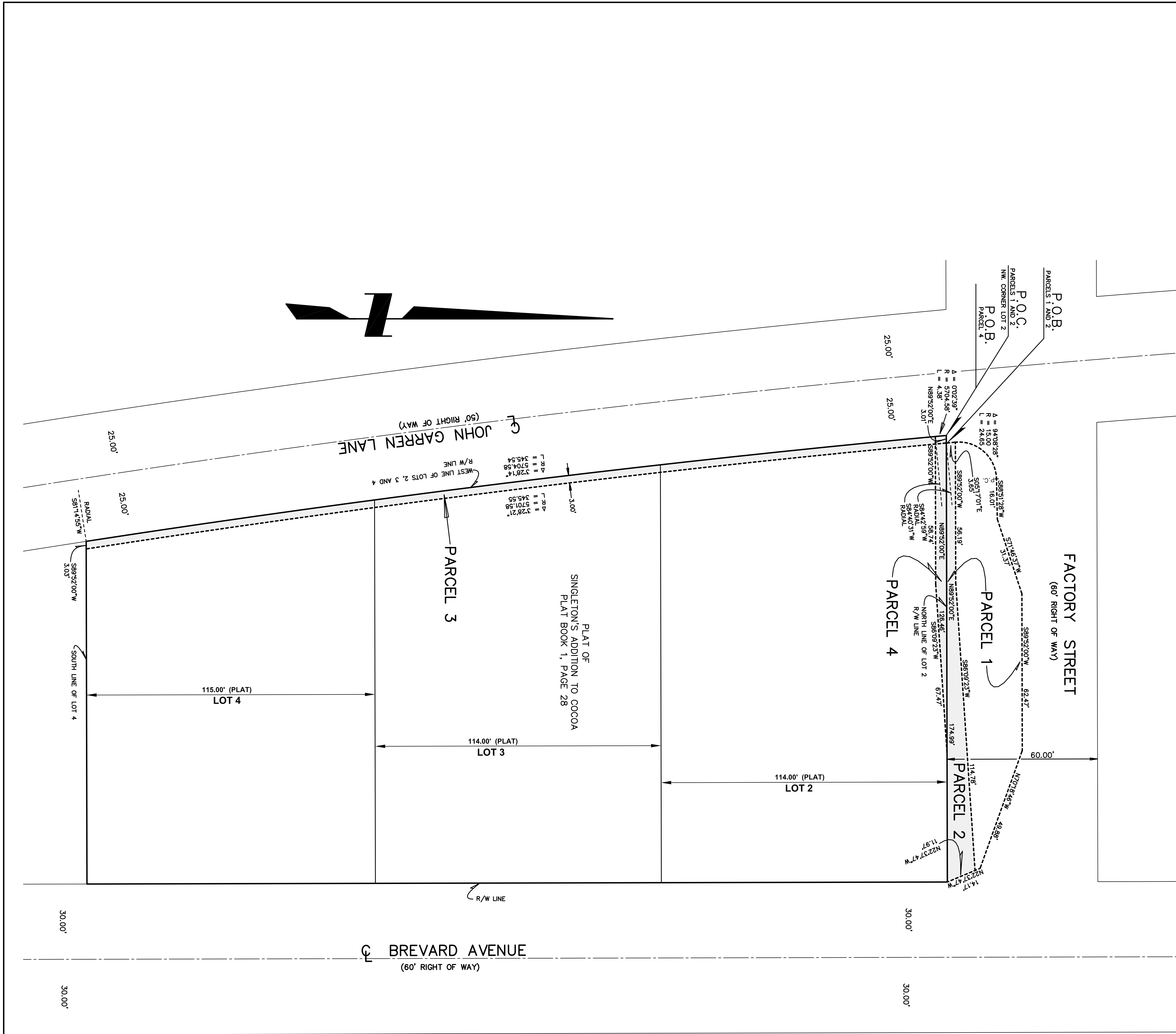
DATE:	ORDER NO.	F.B. NO.	REVISIONS	DATE:	10/15/20	CERTIFIED TO:
				ORDER NO.	25733	JACK BROWN
				F.B. NO.		
				SCALE:	1" = 20'	
				DWG. NO.		
				CADD FILE JACK BROWN PARCEL		1.DWG



THIS IS NOT A SURVEY

CERTIFIED BY: _____
DENNIS W. WRIGHT
 REGISTERED LAND SURVEYOR NO. **4014**
 STATE OF FLORIDA

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



PROPOSED PUBLIC ACCESS EASEMENTS

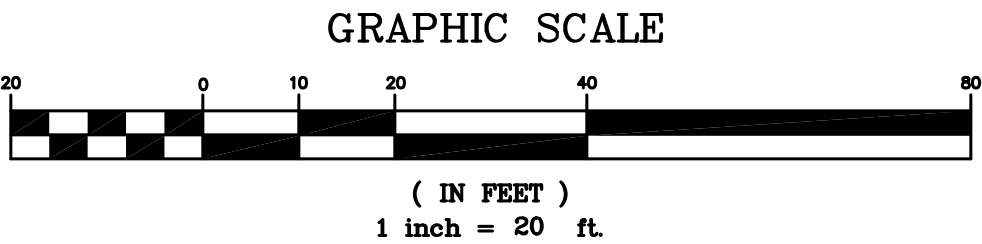
PARCEL 1:
A PARCEL OF LAND LYING IN THE RIGHT OF WAY OF FACTORY STREET AND BEING CONTIGUOUS WITH THE NORTH LINE OF LOT 2, ALL AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. THENCE CONTINUE N.89°52'00"E, ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 174.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N.22°37'47"W, 14.17 FEET; THENCE N.70°18'46"W, 49.88 FEET; THENCE S.89°52'00"W, 62.47 FEET; THENCE S.71°46'37"W, 31.37 FEET; THENCE S.88°51'28"W, 16.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS 15.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°08'28", A DISTANCE OF 24.65 FEET; THENCE S.05°17'01"E, 3.65 FEET TO THE POINT OF BEGINNING. CONTAINING 4237 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

PARCEL 2:
A PARCEL OF LAND LYING IN THE RIGHT OF WAY OF FACTORY STREET AND BEING CONTIGUOUS WITH THE NORTH LINE OF LOT 2, ALL AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. THENCE CONTINUE N.89°52'00"E, ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 174.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N.22°37'47"W, 11.97 FEET; THENCE S.88°09'23"W, 114.78 FEET; THENCE S.89°52'00"W, 56.19 FEET; THENCE S.05°17'01"E, 3.65 FEET TO THE POINT OF BEGINNING. CONTAINING 1071 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PARCEL 3:
THE WEST 3.00 FEET OF LOTS 2, 3 AND 4 AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 4:
A PARCEL OF LAND BEING A PART OF LOT 2, AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 126.46 FEET; THENCE S.86°09'23"W, 67.47 FEET; THENCE S.89°52'00"W, 58.74 FEET TO A POINT LYING ON THE WEST BOUNDARY LINE OF SAID LOT 2 AND THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5704.58 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.84°40'31"W; THENCE NORTHERLY ALONG SAID WEST BOUNDARY LINE OF LOT 2 AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°02'59", 4.38 FEET TO THE POINT OF BEGINNING. CONTAINING 404 SQUARE FEET OR 0.01 ACRES MORE OR LESS

- LEGEND
- ⊙ = Centerline
 - P.C. = Point of Curvature
 - P.O.B. = Point of Beginning
 - P.O.C. = Point of Commencement
 - R = Radius
 - L = Length
 - R/W = Right-of-way
 - Δ = Delta Angle



DATE:	ORDER NO.	F.B. NO.	REVISIONS	DATE:	10/2/20	CERTIFIED TO:	 Honeycutt & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS 3700 South Washington Avenue • Titusville, Florida 32780 (321) 267-6233 Fax (321) 269-7847 CERTIFICATE OF AUTHORIZATION NO. 186782	THIS IS NOT A SURVEY	CERTIFIED BY: _____ DENNIS W. WRIGHT REGISTERED LAND SURVEYOR NO. <u>4014</u> STATE OF FLORIDA
10/15/20	25733		REVISED TO ADD PARCEL 4	ORDER NO.	25728	JACK BROWN			
				F.B. NO.					
				SCALE:	1" = 20'				
				DWG. NO.					
CADD FILE JACK BROWN LEGS-PR.DWG									

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TRAFFIC IMPACT STUDY

BOUTIQUE HOTEL
BREVARD COUNTY, FLORIDA



Prepared for:
Lodging Decisions, Inc.
9889 Bainbridge Road
Chagrin Falls, OH 44023

Prepared by:
Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

August 2019
Revised
July 2020

TPD № 5280

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Boutique Hotel
LOCATION: Brevard County, Florida
CLIENT: Lodging Decisions, Inc.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

P.E. No: 20400

DATE: July 8, 2020

SIGNATURE:



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INTRODUCTION

This analysis was undertaken in order to assess the traffic impact of the proposed development of a Boutique Hotel in Brevard County, Florida. Located in the southeast corner of Factory Street and John Garren Lane, the development will consist of 107 hotel room and 4,800 square feet of retail stores/shops. **Figure 1** depicts the site location and the area roadways.

Data utilized in this study consisted of a site plan provided by Project Engineers, traffic volume data and Level of Service standards obtained from the Space Coast TPO. Additionally, intersection turning movement counts were calculated by Traffic Planning and Design, Inc. staff.





Project Location Map

EXISTING CONDITIONS ANALYSIS

Capacity analyses were performed for the impacted roadway segments of Florida Avenue, Factory Street, John Garren Lane and Brevard Avenue. The analysis was conducted for the existing traffic to establish the current operating conditions in terms of Level of Service.

Roadway Segment Analysis

The roadway segments were analyzed by comparing its existing daily traffic volumes with the adopted LOS/capacity value. The existing traffic volumes and adopted LOS capacities were obtained from the Space Coast TPO. Where daily traffic volumes were not available, they were estimated from the P.M. peak hour counts with the use of a “K” factor of 0.09. Pertinent pages from the traffic count database are included in **Appendix A**. The existing capacity analysis is summarized in **Table 1**.

Table 1
Existing Daily Roadway Capacity Analysis

Roadway Segment	No. of Lanes	Functional Classification	Adopted*		Existing Daily Volume	V/C Ratio	LOS
			LOS	MAV			
Florida Avenue							
SR 520 to Rosa Jones Blvd	2	Urban Minor Collector	E	15,600	4,880	0.31	C
Factory Street							
Cocoa Blvd to Hughett Ave	2	Local Street	E	12,480	111**	0.01	C
Hughett Ave to Brevard Ave	2	Local Street	E	12,480	833**	0.07	C
John Garren Lane							
Orange St to Rosa Jones Blvd	2	Local Street	E	12,480	511**	0.04	C
Rosa Jones Blvd to Florida Ave	2	Local Street	E	12,480	511**	0.04	C
Brevard Avenue							
Factory St to Rosa Jones Blvd	2	Local Street	E	12,480	1,844**	0.15	C

* Based on the Space Coast TPO Traffic Counts

**Based on the intersection counts

As shown, the existing conditions analysis reveals that the study roadway segments currently operates satisfactorily above their adopted Level of Service capacity.



Intersection Analysis

In addition to the roadway segments, the intersections of Brevard Avenue and Factory Street, Factory Street and John Garren Lane and Factory Street and Florida Avenue were included in the analysis. The intersections were analyzed in accordance with the procedures of the *Highway Capacity Manual (HCM 6E)* and *Highway Capacity Software (HCS)*. In the analysis, existing P.M. peak hour traffic volumes and intersection geometry were used. The intersection volumes in the form of turning movement counts are depicted in **Figure 2**. Detailed traffic counts and seasonal FDOT factors are included in **Appendix B**. The results of the intersection capacity analysis are summarized in **Table 2**.

Table 2
Existing Intersection Capacity Analysis

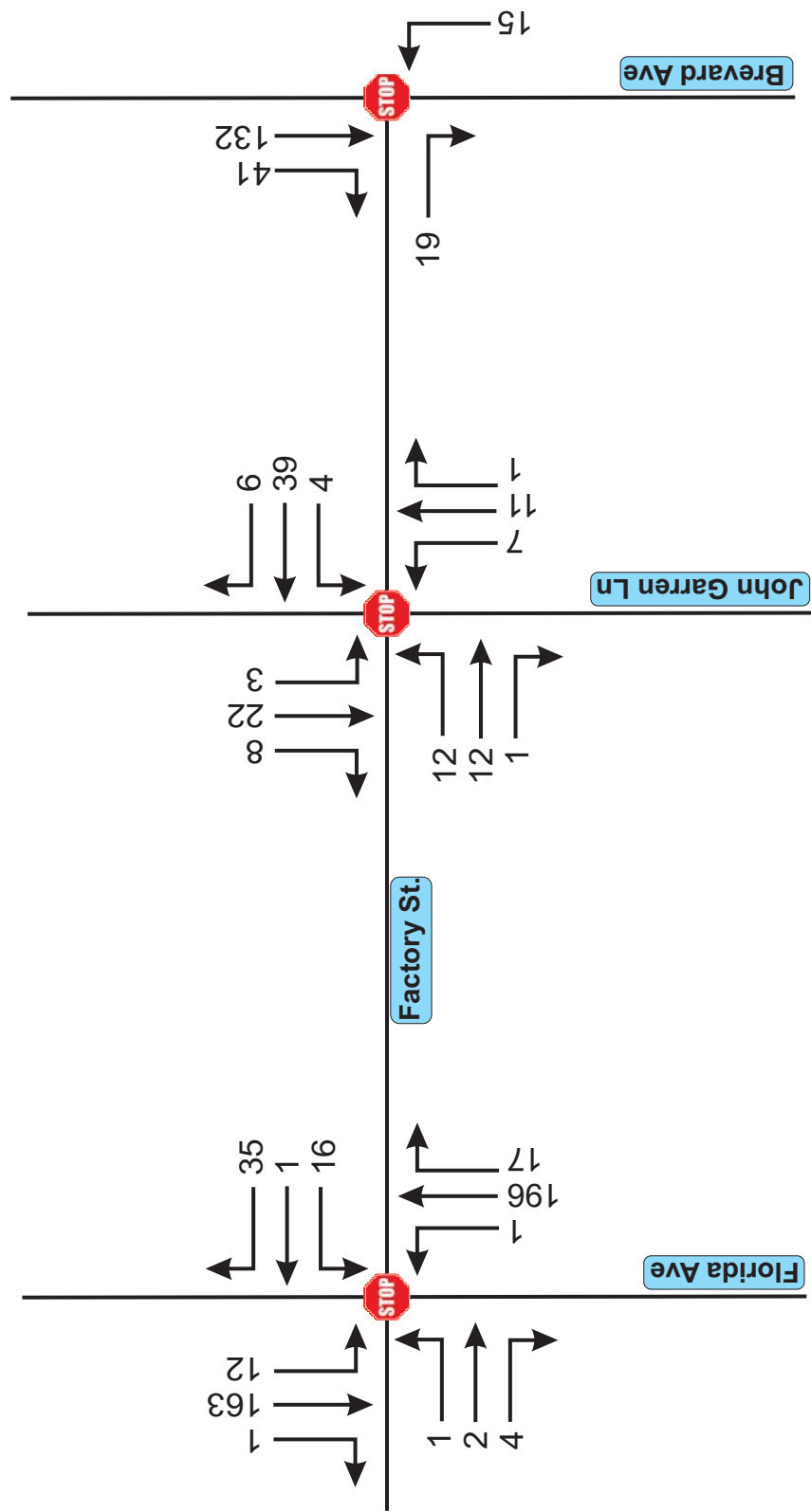
Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Brevard Ave & Factory Street	STOP	6.9	A	--	--	7.6	A	8.0	A	7.9	A
Factory Street & John Garren Lane	STOP	9.6	A	9.7	A	7.3	A	7.2	A	--	--
Factory Street & Florida Avenue	STOP	10.7	B	10.9	B	7.6	A	7.8	A	--	--

The intersections currently operate at satisfactory Levels of Service. The *HCS7.7* capacity analysis worksheets are included in **Appendix C**.





Existing P.M. Peak Hour Volumes



PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 107 hotel rooms and 4,800 square feet of retail uses. Access to the development will be provided by an access driveway on John Garren Lane. **Figure 3** depicts the site plan and its access configuration. As shown in the site plan, it is proposed that Factory Street be made one-way westbound from Brevard Avenue to John Garren Lane. To determine the impact of the development in the area, an analysis of its trip generation characteristics was made. This included the determination of the number of trips generated by the site and their distribution onto the surrounding roadways.

Trip Generation

Trip generation rates were obtained from data contained in the Institute of *Transportation Engineers (ITE) Trip Generation Manual, 10th Edition*. The trip generation calculation of daily, A.M. and P.M. peak hour volumes is summarized in **Table 3**, and the trip generation charts are included in **Appendix D**.

Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate*	Trips	Rate*	Enter	Exit	Total	Rate*	Enter	Exit	Total
310	Hotel	107 Rms	7.3	781	0.45	28	20	48	0.51	28	27	55
820	Shopping Center	4.8 KSF	158.86	763	0.94	3	2	5	11.97	27	30	57
Total Trips			--	1,544	--	31	22	53	--	55	57	112
<i>Shopping Center Pass-by Trips (34%)</i>			--	259	--	1	1	2	--	9	10	19
NEW NET TRIPS				1,285	--	30	21	51	--	46	47	93

* The ITE equations were used to derive trip generation rates when the R-squared correlation coefficient was greater than 0.75

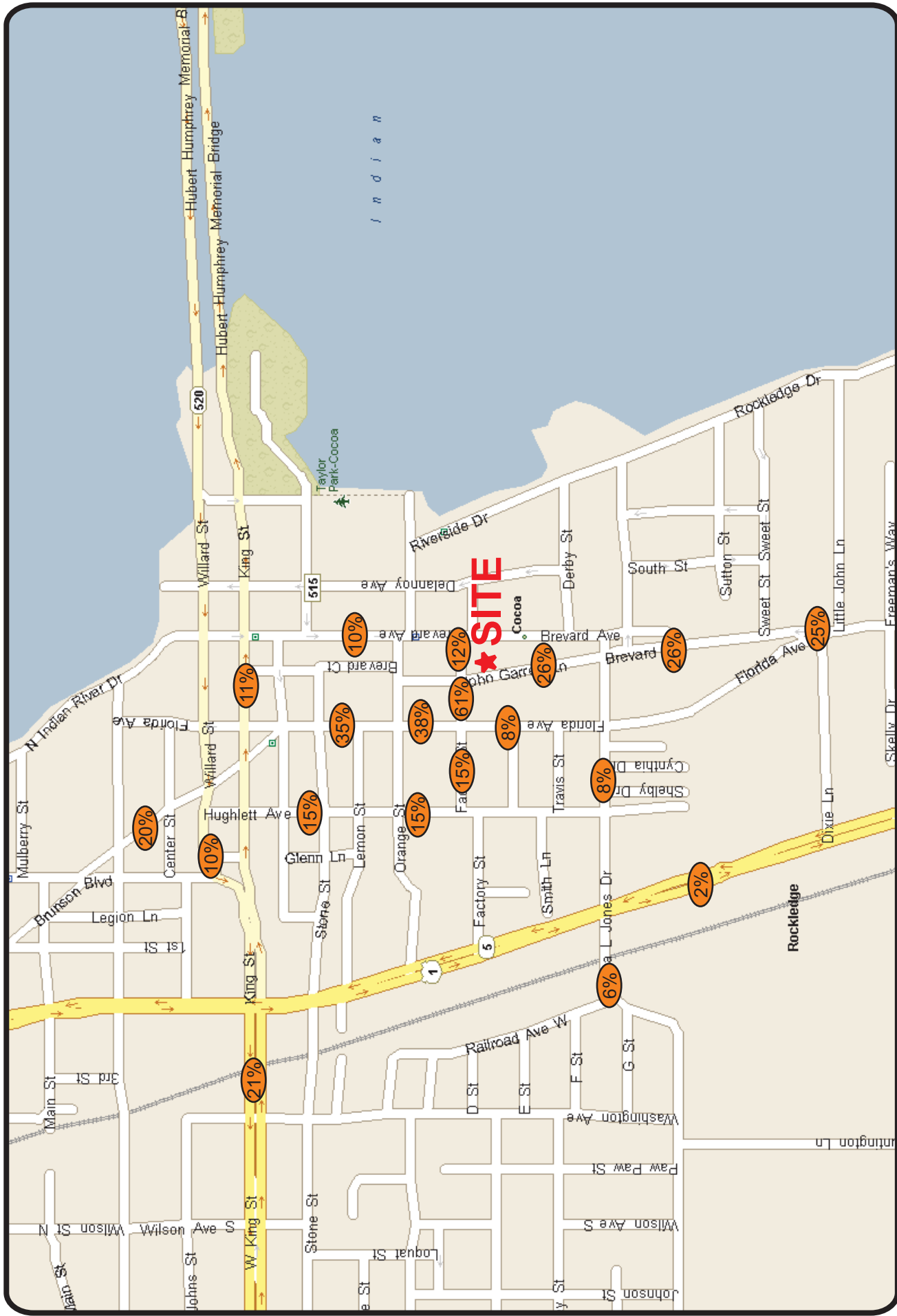
The proposed development is estimated to generate 1,285 new net daily trips, 51 new net A.M. peak hour trips and 93 new net P.M. peak hour trips to be added to the area roadways. In the analysis, the higher volume P.M. peak hour trips will be used.

Trip Distribution/Trip Assignment

A distribution pattern was estimated using the Central Florida Regional Planning Model (CFRPM/ v6). The trip distribution is shown in **Figure 4**. This distribution pattern was used to distribute and assign the project trips to the study roadways and intersections. The copy of the model distribution plot is included in the **Appendix E**.







Project Trip Distribution

Significance Analysis

As per Brevard County procedures and requirements for the TIA, the influence area of the proposed project will include those roadway segments where project trips consume 5% or more of the Maximum Allowable Volume (MAV). Based upon the significance test performed, as shown in **Table 4**, the project will consume 5% or more of the adopted LOS of one segment of Factory Street. This roadway segment along with the adjacent roadway segments were included in the analysis as follows:

- Florida Avenue from SR 520 to Rosa Jones Boulevard
- Factory Street from Cocoa Boulevard to Hughett Avenue
- Factory Street from Hughett Avenue to Brevard Avenue
- John Garren Lane from Orange Street to Rosa Jones Boulevard
- John Garren Lane from Rosa Jones Boulevard to Florida Avenue
- Brevard Avenue from Factory Street to Rosa Jones Boulevard

Additionally, the following intersections were included in the analysis:

- Brevard Avenue and Factory Street
- Factory Street and John Garren Lane
- Factory Street and Florida Avenue
- Project Entrances

Table 4
Significance Analysis

Seg ID	Roadway	Segment	Lanes	LOS Stnd	MAV	Trip Dist	Proj. Trips	% Of Cap	Sig. at 5% Level?
52	Florida Ave	Peachtree St to SR 520	2	E	15,600	21%	270	1.73%	No
54	Florida Ave	SR 520 to Rosa Jones Blvd	2	E	15,600	53%	681	4.37%	No
55	Florida Ave	Rosa Jones Blvd to US 1	2	E	15,600	8%	103	0.66%	No
--	John Garren Ln	Orange St to Rosa Jones Blvd	2	E	12,480	26%	334	2.68%	No
--	John Garren Ln	Rosa Jones Blvd to Florida Ave	2	E	12,480	26%	334	2.68%	No
--	Factory St	Cocoa Blvd to Hughett Ave	2	E	12,480	0.00%	0	0.00%	No
--	Factory St	Hughett Ave to Brevard Ave	2	E	12,480	61%	784	6.28%	Yes
--	Brevard Avenue	Factory St to Rosa Jones Blvd	2	E	12,480	0.00%	0	0.00%	No



PROJECTED TRAFFIC CONDITIONS

Projected traffic conditions were analyzed using projected daily traffic volumes for the roadway segments and P.M. peak hour volumes for the study intersections. To determine the projected traffic volumes for the project's buildout year, background traffic volumes were combined with project trips. Background traffic volumes were estimated with the use of a minimum annual growth rate of 2.0%. The historical trends analysis of traffic counts in the project vicinity indicated a growth rate of -2.99% during the past 5-8 years. The trends analysis chart is included in **Appendix F**.

Roadway Segment Analysis

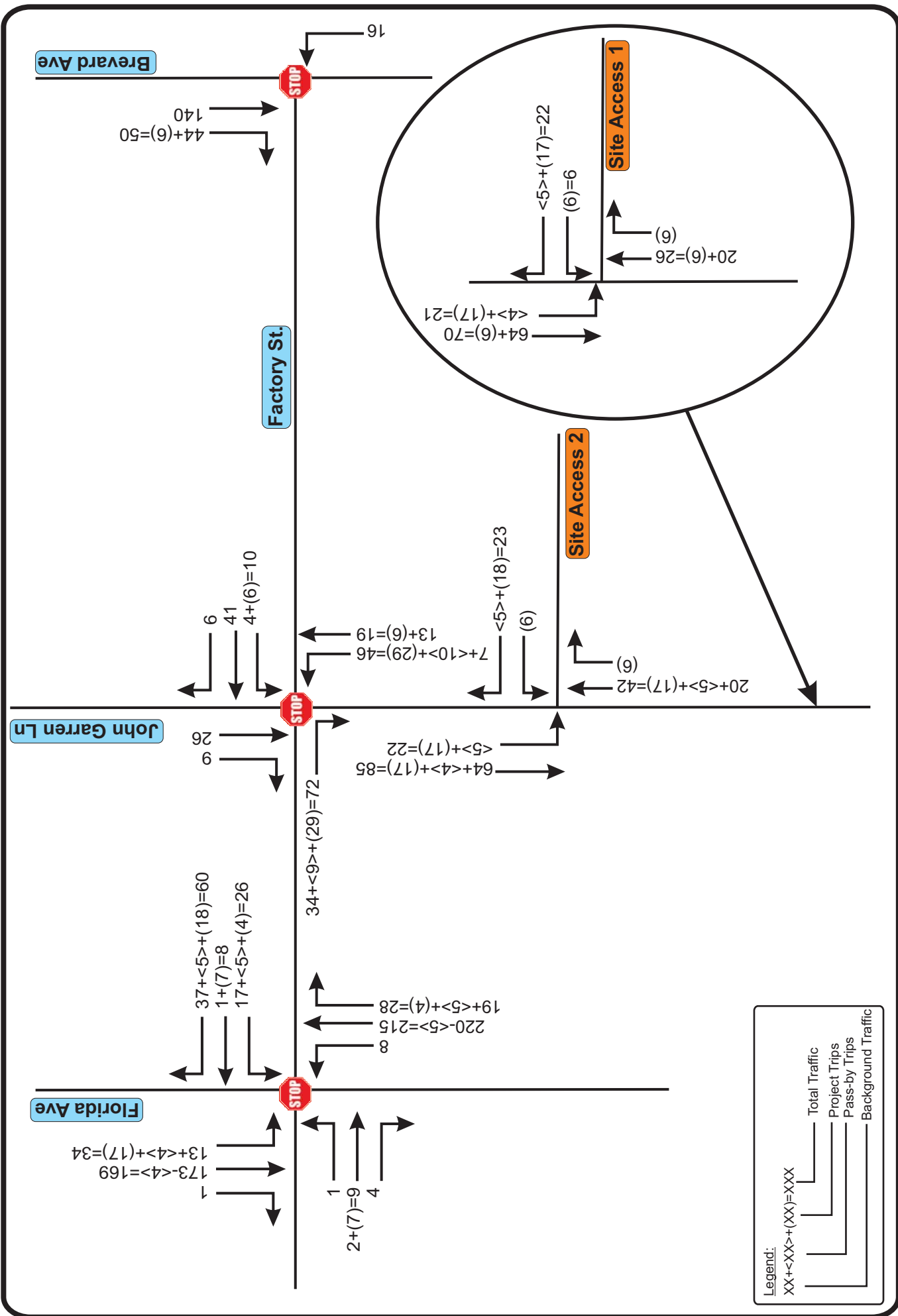
Table 5 is an analysis of the projected traffic conditions for the roadway segments. This table lists the roadway segments along with its number of lanes, functional classification, existing/ projected traffic volumes, LOS/capacity and resultant Level of Service. The table reveals that the roadway segments are projected to operate satisfactorily within its adopted LOS standard.

Table 5
Projected Traffic Conditions Analysis

Roadway Segment	No. of Lanes	Functional Classification	Adopted		Projected Peak Hour Daily Volume			V/C Ratio	Projected LOS
			LOS	MAV	Background*	Project Trips	Total Volume		
Florida Avenue									
SR 520 to Rosa Jones Blvd	2	Urban Minor Collector	E	15,600	5,173	681	5,854	0.38	C
Factory Street									
Cocoa Blvd to Hughett Ave	2	Local Street	E	12,480	118	0	118	0.01	C
Hughett Ave to Brevard Ave	2	Local Street	E	12,480	883	784	1,667	0.13	C
John Garren Ln									
Orange St to Rosa Jones Blvd	2	Local Street	E	12,480	542	334	876	0.07	C
Rosa Jones Blvd to Florida Ave	2	Local Street	E	12,480	542	334	876	0.07	C
Brevard Avenue									
Factory St to Rosa Jones Blvd	2	Local Street	E	12,480	1,955	0	1,955	0.16	C

* Existing Volume (highest of the intersection count) X 1.06





Projected P.M. Peak Hour Volumes

Intersection Analysis

The projected traffic volumes at the study intersections and site access driveway are depicted in **Figure 5**. The figure shows the background P.M. peak hour traffic along with traffic generated by the project development. The intersections were analyzed utilizing *Highway Capacity Software (HCS7.7)* in accordance with the *Highway Capacity Manual (HCM 6E)*. The results of this analysis as summarized in **Table 6** indicate satisfactory traffic operating conditions at the study intersection and the proposed driveway under projected conditions. The *HCS7.7* capacity analysis worksheets are included in **Appendix G**.

Table 6
Projected Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Brevard Ave & Factory Street	STOP	--	--	--	--	6.6	A	6.7	A	6.6	A
Factory Street & John Garren Lane	STOP	8.9	A	10.9	B	7.4	A	--	--	--	--
Factory Street & Florida Avenue	STOP	12.9	B	12.6	B	7.6	A	7.9	A	--	--
John Garren Lane & Site Access 1	STOP	--	--	8.8	A	--	--	7.3	A	--	--
John Garren Lane & Site Access 2	STOP	--	--	8.9	A	--	--	7.3	A	--	--



STUDY CONCLUSIONS

This traffic analysis was conducted in order to assess the traffic impact of a Boutique Hotel at with adjacent retail stores/shops in Brevard County, Florida. Located in the northeast corner of Factory Street and John Garren Lane, the proposed development will consist of 107 Hotel rooms and 4,800 square feet of retail. The findings of this analysis are as follows:

- The proposed development will generate 1,285 new net daily trips and 93 new net P.M. peak hour trips, of which 46 will be entering and 47 will be exiting.
- The analysis of existing conditions indicates that the impacted roadway segments and the study intersections currently operate at satisfactory Levels of Service.
- The analysis of projected traffic conditions revealed that the roadway segments, study intersections and the site access driveway will not be deficient in traffic capacity. The roadway segments and the intersections are projected to operate at satisfactory Levels of Service with project trips added.
- The site is proposed to be served via two access driveways on John Garren Lane. It is proposed that Factory Street be converted to one-way operation westbound adjacent to the development site.



APPENDICES

APPENDIX A

Traffic Count Database

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION TRAFFIC COUNTS: 2009 - 2018

ID	ROAD	SEGMENT (Sections)	2009 AADT	2010 AADT	2011 AADT	2012 AADT	2013 AADT	2014 AADT	2015 AADT	2016 AADT	2017 AADT	2018 AADT	Current MAV	Last Count Taken	Functional Classification
AREA: CENTRAL															
	FISKE	BARTON-SR 520	23,975	24,613	22,435	20,600	20,578	20,465	21,915	20,000	20,118	20,908			
42	FISKE	Barton-St Andrews	27,300	27,910	25,190	23,480	23,250	24,240	24,150	24,200	22,660	24,320	41,790	1/17/2018	Urban Principal Arterial-Other
41	FISKE	St Andrews-Pluckebaum	27,410	28,010	25,980	23,650	23,370	22,620	25,300	23,490	23,080	23,970	41,790	1/17/2018	Urban Principal Arterial-Other
40	FISKE	Pluckebaum-Rosa Jones	21,340	21,950	20,030	18,360	18,700	18,130	19,860	18,210	18,920	17,720	41,790	2/21/2018	Urban Principal Arterial-Other
38	FISKE	Rosa Jones-SR 520	19,850	20,580	18,540	16,910	16,990	16,870	18,350	14,100	15,810	17,620	41,790	1/23/2018	Urban Principal Arterial-Other
37	FISKE	SR 520-DIXON	9,350	9,240	8,440	8,010	7,490	7,270	8,020	8,220	7,390	7,330	15,600	2/21/2018	Urban Minor Arterial
	FLORIDA	US 1-SR 520	10,785	10,990	8,200	8,400	7,125	6,665	7,025	6,710	6,910	6,260			
55	FLORIDA	US 1-Rosa Jones	11,930	11,680	9,750	8,400	8,140	7,580	7,980	7,330	6,910	7,640	15,600	2/21/2018	Urban Minor Arterial
54	FLORIDA	Rosa Jones-SR 520	9,640	10,300	6,650	NC	6,110	5,750	6,070	6,090	UC	4,880	15,600	2/28/2018	Urban Minor Arterial
	FORREST	SR 520-US1	10,525	11,380	10,490	9,890	11,090	9,240	8,630	7,880	8,585	4,843			
52	FORREST	SR 520-Peachtree	10,360	11,220	10,290	9,890	12,580	10,170	9,890	8,700	8,930	NC	15,600	2/8/2017	Urban Minor Arterial
53	FORREST	Peachtree-US 1	10,690	11,540	10,690	NC	9,800	8,310	7,370	7,060	8,240	8,100	15,600	3/14/2018	Urban Minor Arterial
67	FRIDAY	SR 520-SR 524	1,680	1,480	1,220	1,170	1,150	1,220	1,530	1,390	1,500	1,470	15,600	1/24/2018	Urban Major Collector
64	FRIDAY	SR 524-JAMES	3,190	3,180	3,230	3,080	3,020	NC	3,290	NC	3,210	NC	17,700	2/1/2017	Urban Local
593	JDG F JAMIESON	TAVISTOCK DRIVE-STADIUM						4,400	4,480	4,650	5,040	4,960	17,700	1/10/2018	Urban Local
	JDG F JAMIESON	STADIUM-LAKE ANDREW	13,665	14,180	14,310	14,385	14,760	15,795	15,785	16,295	16,400	16,400			
80	JDG F JAMIESON	Stadium-Gov't Ctr./Sch. Bd. Main Entrance	13,310	13,660	13,800	13,810	14,310	14,780	15,380	15,970	16,190	16,250	39,800	1/10/2018	Urban Minor Arterial
78	JDG F JAMIESON	Gov't Ctr./Sch. Bd. Entrance-Lake Andrew	14,020	14,700	14,820	14,960	15,210	16,810	16,190	16,620	16,610	16,550	39,800	2/21/2018	Urban Minor Arterial
	LAKE	COX-SR 520	4,270	4,460	3,797	3,287	3,190	3,133	3,767	4,033	3,870	4,510			
85	LAKE	Cox-Range	3,680	NC	3,180	2,290	2,120	2,150	2,630	2,790	2,890	NC	17,700	2/1/2017	Urban Major Collector
62	LAKE	Range-Clearlake	4,340	4,010	3,820	3,500	3,470	3,260	3,860	3,750	4,040	NC	15,600	2/1/2017	Urban Major Collector
68	LAKE	Clearlake-SR 520	4,790	4,910	4,390	4,070	3,980	3,990	4,810	5,560	4,680	4,510	15,600	2/28/2018	Urban Major Collector
	LAKE ANDREW	WICKHAM-JAMIESON	15,540	16,395	16,445	16,625	16,555	17,085	17,900	17,350	17,130	19,090			
81	LAKE ANDREW	Wickham-The Avenue Main Ent.	17,650	17,950	18,070	18,220	18,320	18,810	19,940	18,480	18,990	18,980	39,800	2/21/2018	Urban Minor Arterial
82	LAKE ANDREW	The Avenue Main Ent.-Jamieson	13,430	14,840	14,820	15,030	14,790	15,360	15,860	16,220	15,270	19,200	39,800	1/10/2018	Urban Minor Arterial
86	MICHIGAN	RANGE-CLEARLAKE	NC	5,170	NC	4,180	NC	3,930	NC	4,180	NC	4,450	15,600	1/30/2018	Urban Major Collector
48	MICHIGAN	CLEARLAKE-US 1	12,790	12,940	12,630	11,990	12,070	10,280	8,420	9,940	10,820	11,090	39,800	1/30/2018	Urban Minor Arterial
	MURRELL	WICKHAM-BARNES	17,913	17,863	17,495	17,275	16,630	16,070	17,400	16,978	16,493	17,170			
528	MURRELL	Wickham-Spyglass	18,610	18,470	17,880	17,810	17,800	17,120	18,160	17,710	16,870	17,330	33,800	1/8/2018	Urban Minor Arterial
59	MURRELL	Spyglass-Viera	17,250	17,420	17,470	16,970	16,840	16,230	16,810	17,230	16,910	17,230	39,800	1/8/2018	Urban Minor Arterial
529	MURRELL	Viera-Club House Drive	19,140	19,250	18,370	18,210	16,830	16,310	18,310	17,430	16,510	17,980	39,800	1/17/2018	Urban Minor Arterial
57	MURRELL	Club House Drive-Barnes	16,650	16,310	16,260	16,110	15,050	14,620	16,320	15,540	15,680	16,140	39,800	1/17/2018	Urban Minor Arterial
592	PEACHTREE	Lake Dr-Fiske					3,010	2,910	NC	NC	NC	3,380	15,600	2/20/2018	Urban Major Collector
	PINEHURST/HOLIDAY SPRINGS	WICKHAM-VIERA BLVD	4,593	4,720	4,685	4,590	4,543	4,458	4,808	4,928	5,088	5,260			
17	PINEHURST	Wickham-Spyglass Hill	6,660	6,960	6,980	6,670	6,490	6,270	6,810	7,100	7,320	7,340	15,600	1/8/2018	Urban Minor Collector
530	PINEHURST	Spyglass Hill-Fargo	5,140	5,250	5,090	5,130	5,140	5,040	5,340	5,350	5,430	5,810	15,600	1/8/2018	Urban Minor Collector
16	PINEHURST	Fargo-Holiday Springs	2,950	3,090	3,050	3,040	3,000	2,950	3,190	3,340	3,380	3,590	15,600	1/10/2018	Urban Minor Collector
94	HOLIDAY SPRINGS	PINEHURST-VIERA BLVD.	3,620	3,580	3,620	3,520	3,540	3,570	3,890	3,920	4,220	4,300	15,600	2/28/2018	Urban Minor Collector
568	PLUCKEBAUM	Clearlake-Fiske	7,560	7,470	7,400	6,540	5,970	6,240	7,030	6,490	6,560	7,570	15,600	1/23/2018	Urban Major Collector
	RANGE	SR 520-MICHIGAN	3,440	UC	4,340	5,150	4,330	5,140	4,760	5,860	4,740	5,970			
531	RANGE	SR 520-Lake	3,440	UC	3,260	NC	4,330	NC	4,760	NC	4,740	NC	15,600	2/1/2017	Urban Major Collector
532	RANGE	Lake-Michigan	NC	UC	5,420	5,150	NC	5,140	NC	5,860	NC	5,970	15,600	2/20/2018	Urban Major Collector
74	ROSETINE	RANGE-CLEARLAKE		NC	2,850	2,680	NC	2,730	NC	NC	NC	2,920	15,600	1/30/2018	Urban Minor Collector

*Note: 2016 AADT's Beaches area were counted twice in 2016 and the AADT listed is the average of the two counts.
NC=Not Counted; UC=Under Construction

APPENDIX B

Existing Intersection Traffic Counts & Seasonal Factor

15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: August 13, 2019 (Tuesday)

CITY: Cocoa

LATITUDE: 0

LOCATION: Brevard Ave & Factory St

COUNTY: Brevard County

LONGITUDE: 0

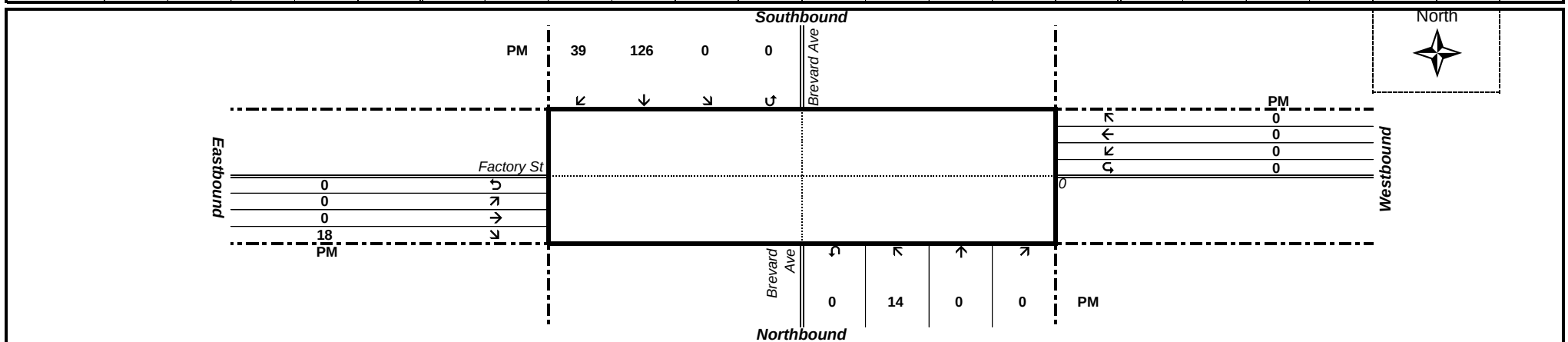
Brevard Ave

Brevard Ave

Factory St

TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
04:00 PM	2	0	0	0	2	0	30	4	0	34	36	0	0	4	0	4	0	0	0	0	0	4	40
04:15 PM	2	0	0	0	2	0	29	12	0	41	43	0	0	7	0	7	0	0	0	0	0	7	50
04:30 PM	4	0	0	0	4	0	31	5	0	36	40	0	0	4	0	4	0	0	0	0	0	4	44
04:45 PM	6	0	0	0	6	0	39	9	0	48	54	0	0	5	0	5	0	0	0	0	0	5	59
TOTAL	14	0	0	0	14	0	129	30	0	159	173	0	0	20	0	20	0	0	0	0	0	20	193
05:00 PM	2	0	0	0	2	0	27	13	0	40	42	0	0	2	0	2	0	0	0	0	0	2	44
05:15 PM	4	0	0	0	4	0	26	5	0	31	35	0	0	1	0	1	0	0	0	0	0	1	36
05:30 PM	4	0	0	0	4	0	33	4	0	37	41	0	0	1	0	1	0	0	0	0	0	1	42
05:45 PM	4	0	0	0	4	0	30	7	0	37	41	0	0	2	0	2	0	0	0	0	0	2	43
TOTAL	14	0	0	0	14	0	116	29	0	145	159	0	0	6	0	6	0	0	0	0	0	6	165

PM Peak												Peak Hour Factor: 0.835											
04:15 PM to 05:15 PM	14	0	0	0	14	0	126	39	0	165	179	0	0	18	0	18	0	0	0	0	0	18	197



(Trucks Only)

LONGITUDE: 0

[illegible]

15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: August 13, 2019 (Tuesday)

CITY: Cocoa

LATITUDE: 0

LOCATION: John Garren Ln & Factory St

COUNTY: Brevard County

LONGITUDE: 0

John Garren Ln

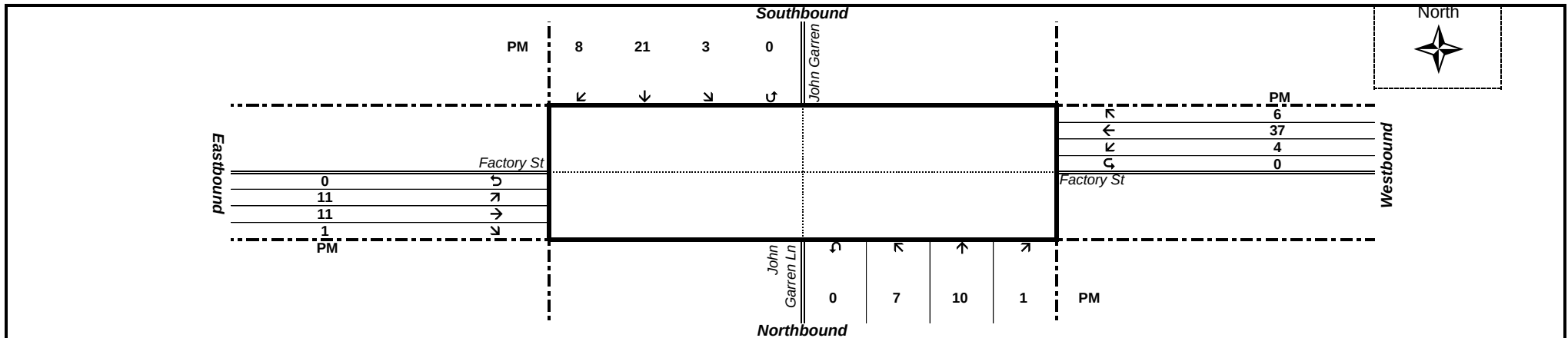
John Garren Ln

Factory St

Factory St

TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
04:00 PM	0	0	0	0	0	0	1	1	0	2	2	4	6	0	0	10	2	7	0	0	9	19	21
04:15 PM	1	2	0	0	3	1	3	1	0	5	8	3	3	1	0	7	1	9	1	0	11	18	26
04:30 PM	2	4	1	0	7	1	2	0	0	3	10	2	2	0	0	4	0	10	3	0	13	17	27
04:45 PM	3	4	0	0	7	1	8	4	0	13	20	3	4	0	0	7	2	10	2	0	14	21	41
TOTAL	6	10	1	0	17	3	14	6	0	23	40	12	15	1	0	28	5	36	6	0	47	75	115
05:00 PM	1	0	0	0	1	0	8	3	0	11	12	3	2	0	0	5	1	8	0	0	9	14	26
05:15 PM	0	4	0	0	4	0	5	1	0	6	10	1	2	1	0	4	0	8	1	0	9	13	23
05:30 PM	1	1	0	0	2	0	1	3	0	4	6	3	0	2	0	5	0	5	2	0	7	12	18
05:45 PM	0	2	0	0	2	0	3	0	0	3	5	2	3	0	0	5	0	8	2	0	10	15	20
TOTAL	2	7	0	0	9	0	17	7	0	24	33	9	7	3	0	19	1	29	5	0	35	54	87

PM Peak		Peak Hour Factor: 0.732																					
04:15 PM to 05:15 PM	7	10	1	0	18	3	21	8	0	32	50	11	11	1	0	23	4	37	6	0	47	70	120



(Trucks Only)

LATITUDE: 0

LONGITUDE: 0

[illegible]

15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: August 13, 2019 (Tuesday)

CITY: Cocoa

LATITUDE: 0

LOCATION: Florida Av & Factory St

COUNTY: Brevard County

LONGITUDE: 0

Florida Av

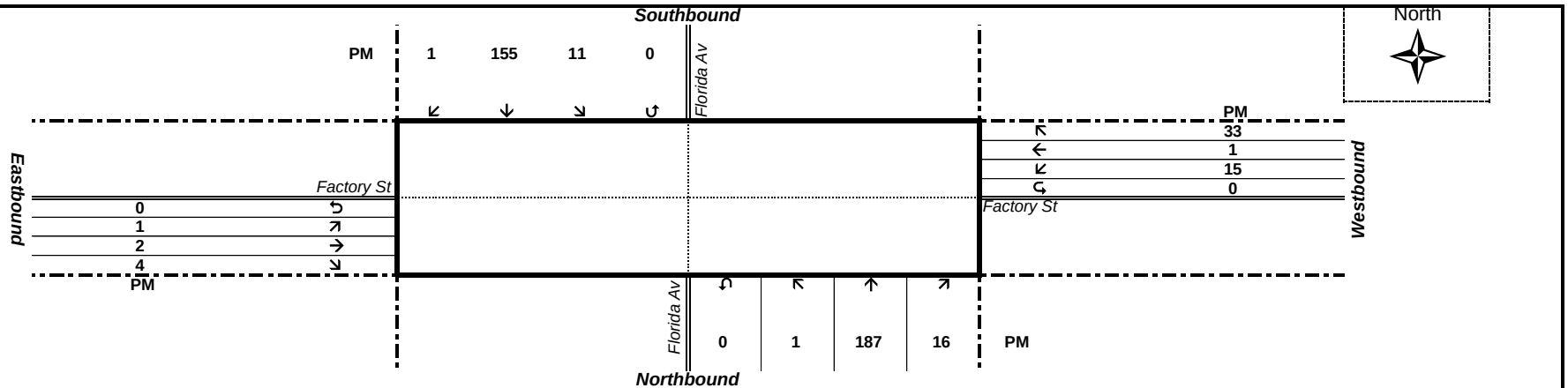
Florida Av

Factory St

Factory St

TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
04:00 PM	0	59	6	0	65	5	45	0	0	50	115	0	0	3	0	3	3	0	5	0	8	11	126
04:15 PM	0	39	5	0	44	2	37	0	0	39	83	0	0	0	0	0	4	0	8	0	12	12	95
04:30 PM	1	48	3	0	52	1	30	0	0	31	83	0	0	1	0	1	6	0	6	0	12	13	96
04:45 PM	0	41	2	0	43	3	43	1	0	47	90	1	2	0	0	3	2	1	14	0	17	20	110
TOTAL	1	187	16	0	204	11	155	1	0	167	371	1	2	4	0	7	15	1	33	0	49	56	427
05:00 PM	0	50	2	0	52	0	41	2	0	43	95	0	2	0	0	2	5	3	7	0	15	17	112
05:15 PM	1	52	0	0	53	2	31	1	0	34	87	4	0	1	0	5	1	3	5	0	9	14	101
05:30 PM	0	34	2	0	36	5	31	5	0	41	77	1	0	1	0	2	2	1	5	0	8	10	87
05:45 PM	1	27	1	0	29	2	27	1	0	30	59	1	2	0	0	3	2	2	5	0	9	12	71
TOTAL	2	163	5	0	170	9	130	9	0	148	318	6	4	2	0	12	10	9	22	0	41	53	371

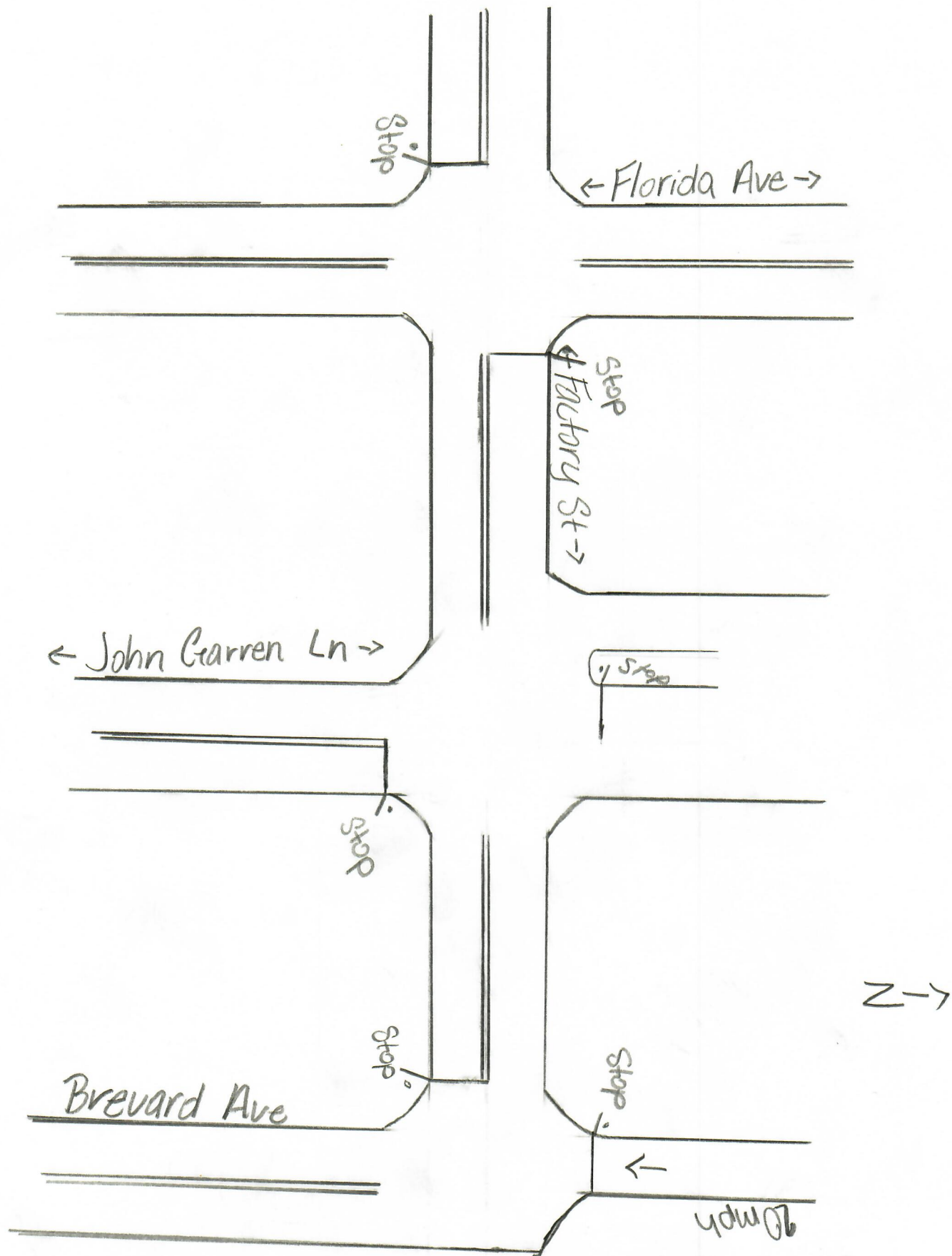
PM Peak		Peak Hour Factor: 0.847																					
04:00 PM to 05:00 PM	1	187	16	0	204	11	155	1	0	167	371	1	2	4	0	7	15	1	33	0	49	56	427



(Trucks Only)

LONGITUDE: 0

[illegible]



2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7000 BREVARD COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2018 - 01/06/2018	1.03	1.13
2	01/07/2018 - 01/13/2018	1.02	1.12
3	01/14/2018 - 01/20/2018	1.01	1.11
4	01/21/2018 - 01/27/2018	0.98	1.08
* 5	01/28/2018 - 02/03/2018	0.95	1.04
* 6	02/04/2018 - 02/10/2018	0.93	1.02
* 7	02/11/2018 - 02/17/2018	0.90	0.99
* 8	02/18/2018 - 02/24/2018	0.89	0.98
* 9	02/25/2018 - 03/03/2018	0.89	0.98
* 10	03/04/2018 - 03/10/2018	0.89	0.98
* 11	03/11/2018 - 03/17/2018	0.88	0.97
* 12	03/18/2018 - 03/24/2018	0.89	0.98
* 13	03/25/2018 - 03/31/2018	0.91	1.00
* 14	04/01/2018 - 04/07/2018	0.92	1.01
* 15	04/08/2018 - 04/14/2018	0.93	1.02
* 16	04/15/2018 - 04/21/2018	0.94	1.03
* 17	04/22/2018 - 04/28/2018	0.97	1.07
18	04/29/2018 - 05/05/2018	1.00	1.10
19	05/06/2018 - 05/12/2018	1.03	1.13
20	05/13/2018 - 05/19/2018	1.06	1.16
21	05/20/2018 - 05/26/2018	1.05	1.15
22	05/27/2018 - 06/02/2018	1.05	1.15
23	06/03/2018 - 06/09/2018	1.04	1.14
24	06/10/2018 - 06/16/2018	1.04	1.14
25	06/17/2018 - 06/23/2018	1.04	1.14
26	06/24/2018 - 06/30/2018	1.04	1.14
27	07/01/2018 - 07/07/2018	1.04	1.14
28	07/08/2018 - 07/14/2018	1.04	1.14
29	07/15/2018 - 07/21/2018	1.04	1.14
30	07/22/2018 - 07/28/2018	1.04	1.14
31	07/29/2018 - 08/04/2018	1.04	1.14
32	08/05/2018 - 08/11/2018	1.05	1.15
33	08/12/2018 - 08/18/2018	1.05	1.15
34	08/19/2018 - 08/25/2018	1.05	1.15
35	08/26/2018 - 09/01/2018	1.05	1.15
36	09/02/2018 - 09/08/2018	1.05	1.15
37	09/09/2018 - 09/15/2018	1.05	1.15
38	09/16/2018 - 09/22/2018	1.05	1.15
39	09/23/2018 - 09/29/2018	1.05	1.15
40	09/30/2018 - 10/06/2018	1.06	1.16
41	10/07/2018 - 10/13/2018	1.06	1.16
42	10/14/2018 - 10/20/2018	1.07	1.18
43	10/21/2018 - 10/27/2018	1.06	1.16
44	10/28/2018 - 11/03/2018	1.05	1.15
45	11/04/2018 - 11/10/2018	1.04	1.14
46	11/11/2018 - 11/17/2018	1.04	1.14
47	11/18/2018 - 11/24/2018	1.03	1.13
48	11/25/2018 - 12/01/2018	1.03	1.13
49	12/02/2018 - 12/08/2018	1.03	1.13
50	12/09/2018 - 12/15/2018	1.03	1.13
51	12/16/2018 - 12/22/2018	1.02	1.12
52	12/23/2018 - 12/29/2018	1.01	1.11
53	12/30/2018 - 12/31/2018	1.01	1.11

* PEAK SEASON

25-FEB-2019 16:26:27

830UPD

5_7000_PKSEASON.TXT

APPENDIX C

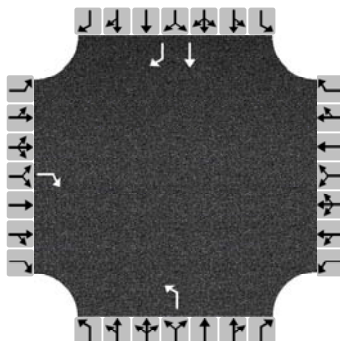
Existing Intersection Capacity Analysis Worksheet

HCS7 All-Way Stop Control Report

General Information

Analyst	BH	Intersection	Factory St & Brevard Ave
Agency/Co.	TPD, Inc.	Jurisdiction	Brevard County
Date Performed	8/14/2019	East/West Street	Factory St
Analysis Year	2019	North/South Street	Brevard Ave
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.84
Time Analyzed	P.M. Peak Hour Existing		
Project Description	Boutique Hotel at Coco Village		

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume			19				15				132	41
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	R						L			T	R	
Flow Rate, v (veh/h)	23						18			157	49	
Percent Heavy Vehicles	1						1			1	1	

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20						3.20			3.20	3.20	
Initial Degree of Utilization, x	0.020						0.016			0.140	0.043	
Final Departure Headway, hd (s)	3.80						4.46			4.58	3.88	
Final Degree of Utilization, x	0.024						0.022			0.200	0.053	
Move-Up Time, m (s)	2.0						2.0			2.3	2.3	
Service Time, ts (s)	1.80						2.46			2.28	1.58	

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	23						18			157	49	
Capacity	946						807			787	929	
95% Queue Length, Q ₉₅ (veh)	0.1						0.1			0.7	0.2	
Control Delay (s/veh)	6.9						7.6			8.4	6.8	
Level of Service, LOS	A						A			A	A	
Approach Delay (s/veh)	6.9						7.6			8.0		
Approach LOS	A						A			A		
Intersection Delay, s/veh LOS	7.9						A					

HCS7 Two-Way Stop-Control Report

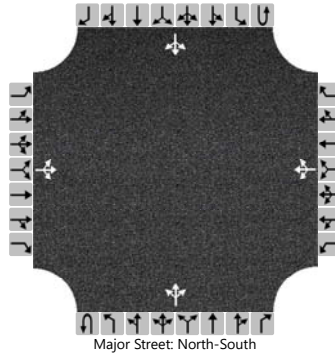
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	8/14/2019
Analysis Year	2019
Time Analyzed	P.M. Peak Hour Existing
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & John Garren
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	John Garren Ln
Peak Hour Factor	0.73
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		12	12	1		4	39	6		7	11	1		3	22	8
Percent Heavy Vehicles (%)		1	1	1		1	1	1		1				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.11	6.51	6.21		7.11	6.51	6.21		4.11				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.51	4.01	3.31		3.51	4.01	3.31		2.21				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			34				67			10				4		
Capacity, c (veh/h)			817				832			1575				1607		
v/c Ratio			0.04				0.08			0.01				0.00		
95% Queue Length, Q ₉₅ (veh)			0.1				0.3			0.0				0.0		
Control Delay (s/veh)			9.6				9.7			7.3				7.2		
Level of Service (LOS)			A				A			A				A		
Approach Delay (s/veh)	9.6				9.7				2.7				0.7			
Approach LOS	A				A											

HCS7 Two-Way Stop-Control Report

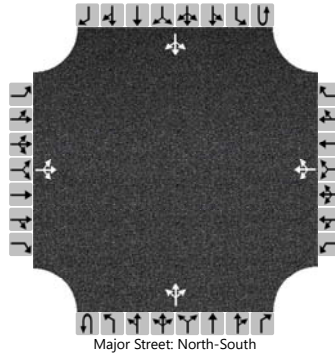
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	8/14/2019
Analysis Year	2019
Time Analyzed	P.M. Peak Hour Existing
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & Florida Ave
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	Florida Ave
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		1	2	4		16	1	35		1	196	17		12	163	1
Percent Heavy Vehicles (%)		1	1	1		1	1	1		1				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.11	6.51	6.21		7.11	6.51	6.21		4.11				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.51	4.01	3.31		3.51	4.01	3.31		2.21				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8				61			1				14		
Capacity, c (veh/h)			637				668			1386				1321		
v/c Ratio			0.01				0.09			0.00				0.01		
95% Queue Length, Q ₉₅ (veh)			0.0				0.3			0.0				0.0		
Control Delay (s/veh)			10.7				10.9			7.6				7.8		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)	10.7				10.9				0.0				0.6			
Approach LOS	B				B											

APPENDIX D

ITE Trip Generation Sheets

Hotel (310)

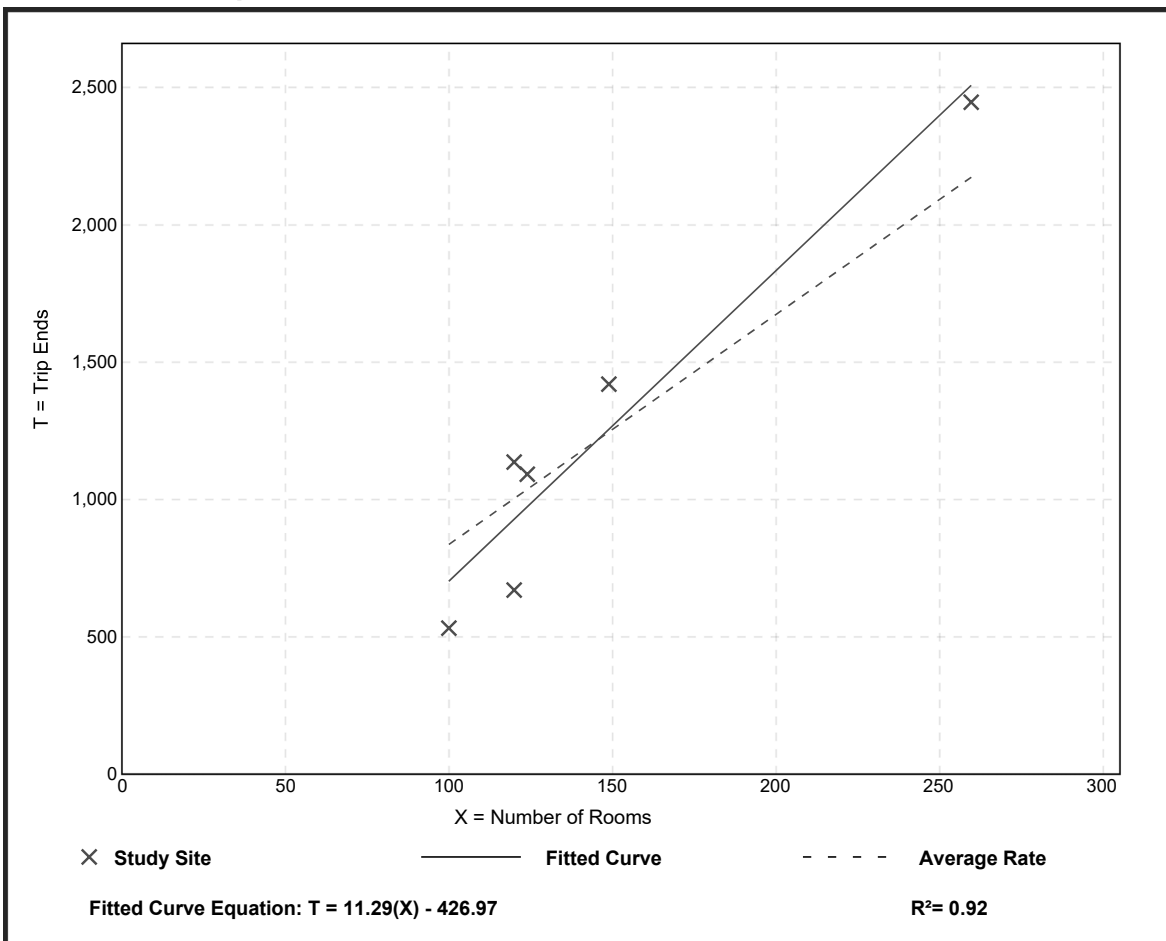
Vehicle Trip Ends vs: Rooms
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Rooms: 146
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.36	5.31 - 9.53	1.86

Data Plot and Equation



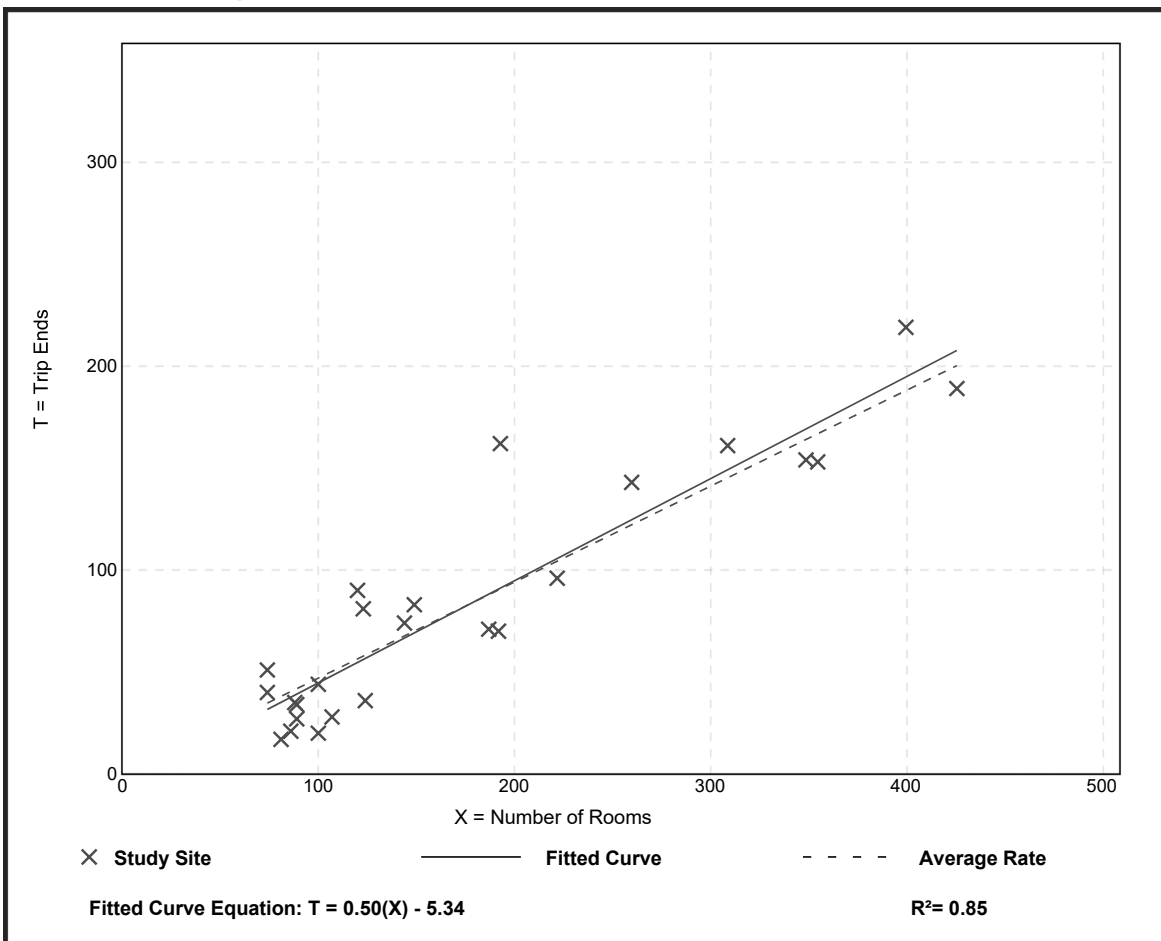
Hotel (310)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 25
 Avg. Num. of Rooms: 178
 Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.47	0.20 - 0.84	0.14

Data Plot and Equation



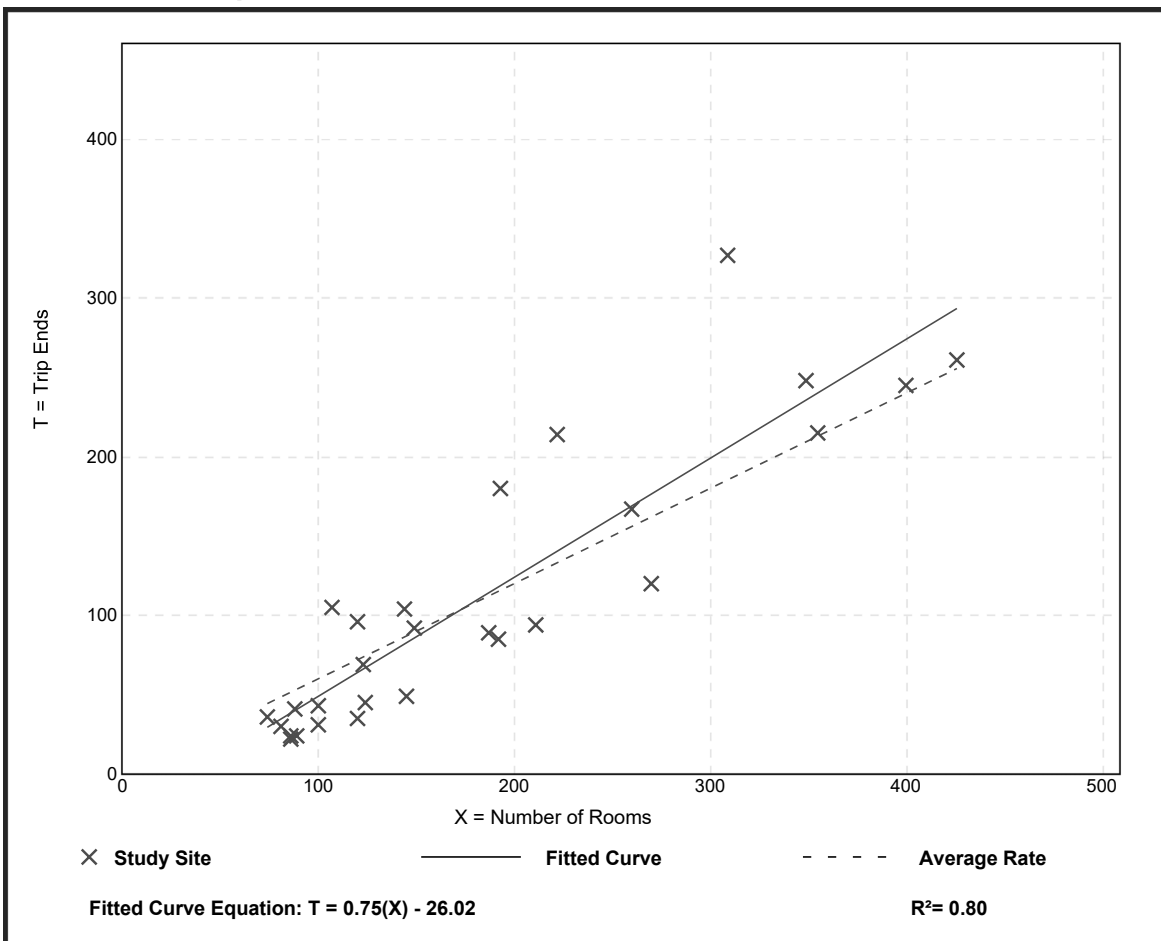
Hotel (310)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 28
 Avg. Num. of Rooms: 183
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.26 - 1.06	0.22

Data Plot and Equation



Shopping Center (820)

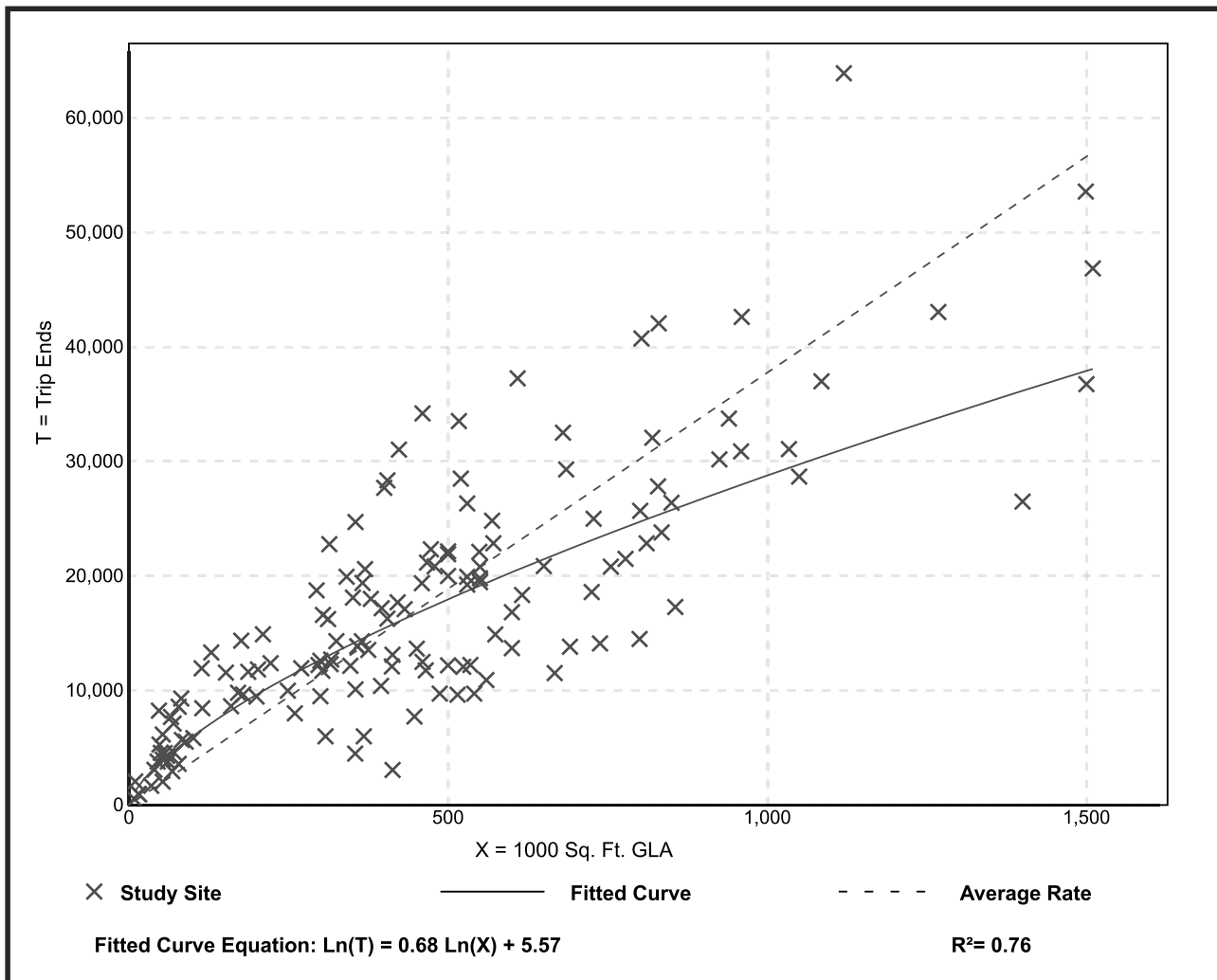
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
Avg. 1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



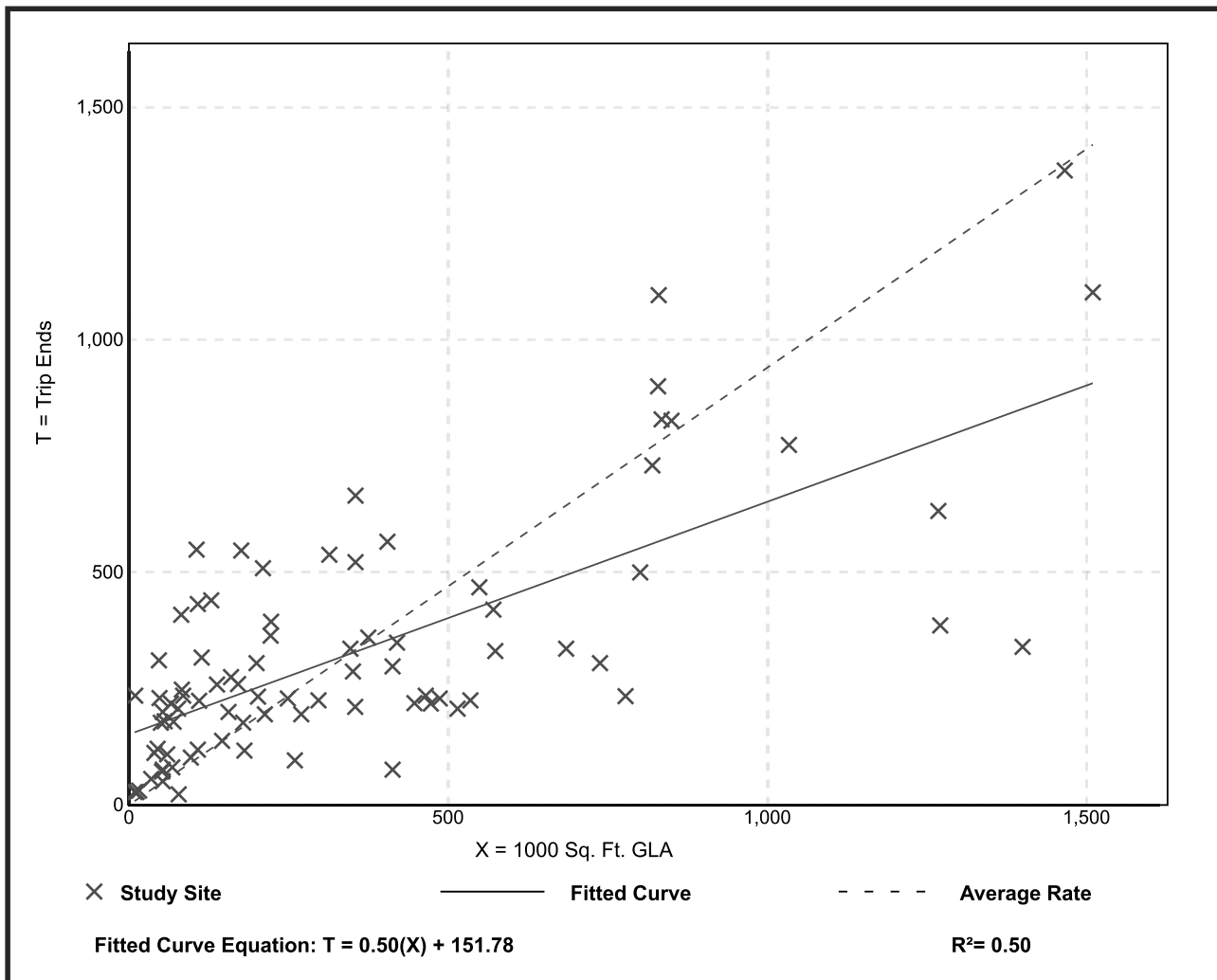
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 84
 Avg. 1000 Sq. Ft. GLA: 351
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



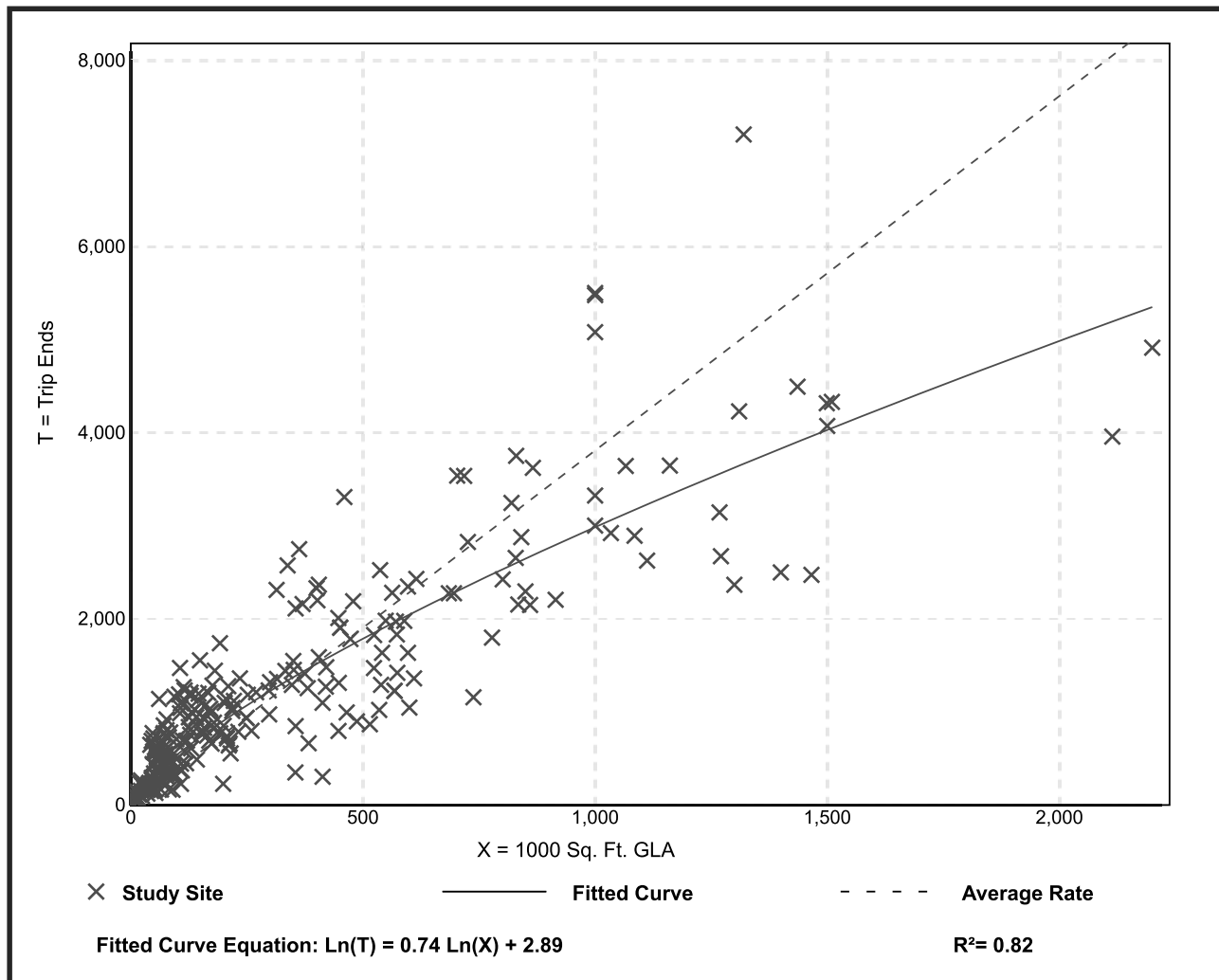
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 261
 Avg. 1000 Sq. Ft. GLA: 327
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

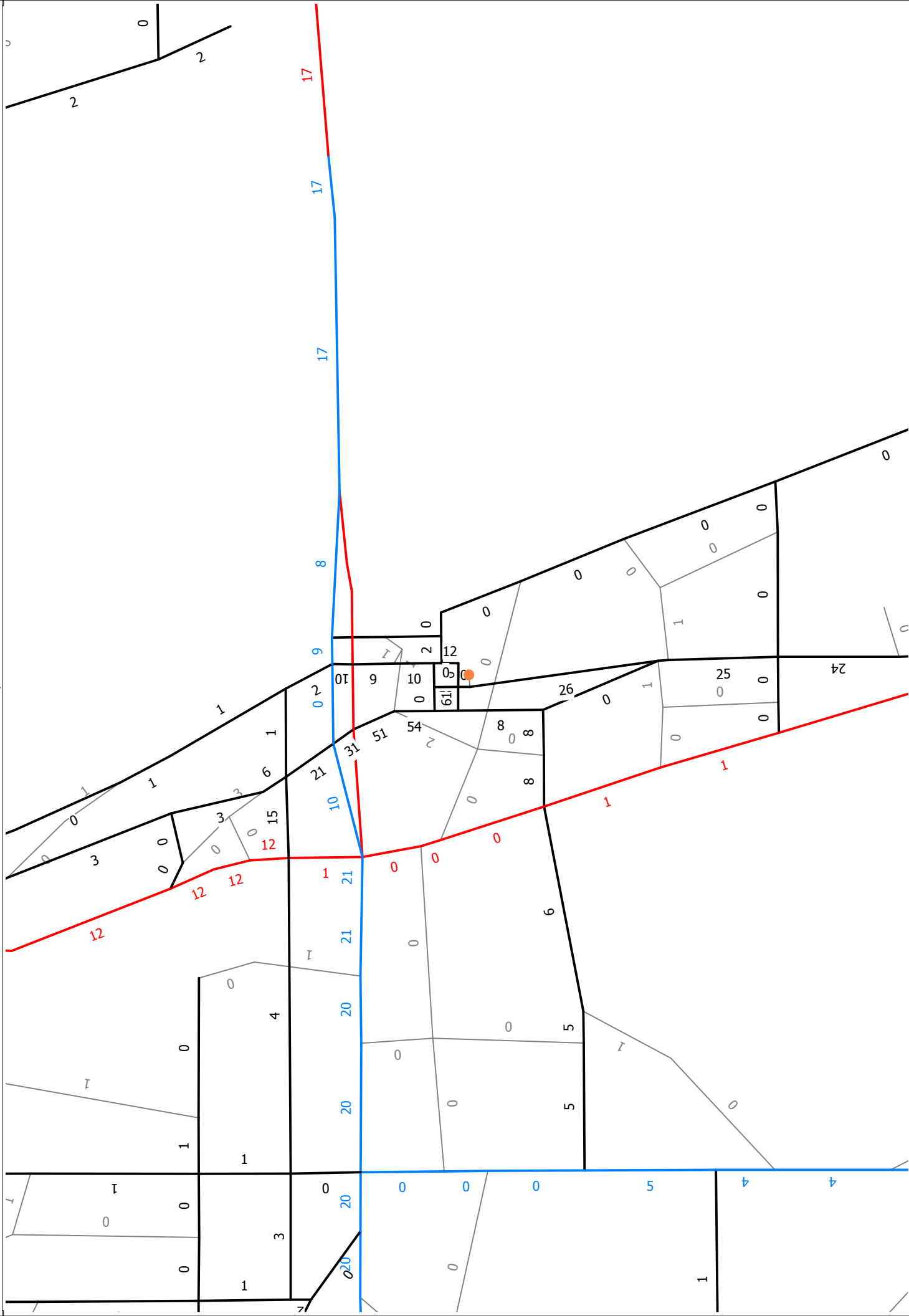
Data Plot and Equation



APPENDIX E

Model Plot





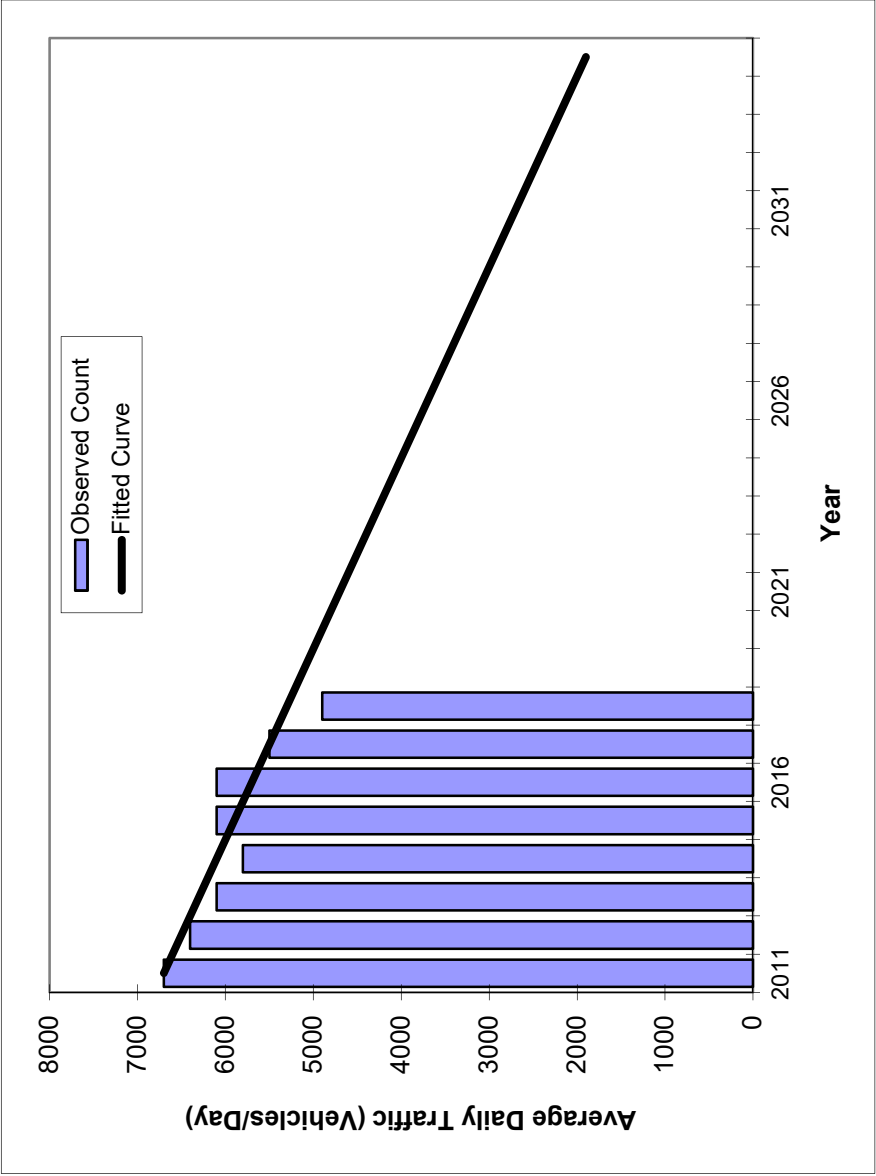
APPENDIX F

Historical Trends Analysis Worksheet

Traffic Trends - V3.0

FIN#	0
Location	1

County:	Brevard (70)
Station #:	0
Highway:	FLORIDA AVE



Year	Count*	Trend**
2011	6700	6700
2012	6400	6500
2013	6100	6300
2014	5800	6100
2015	6100	5900
2016	6100	5700
2017	5500	5500
2018	4900	5300

2020 Opening Year Trend	
2020	N/A
2021 Mid-Year Trend	
2021	N/A
2022 Design Year Trend	
2022	N/A
TRANPLAN Forecasts/Trends	

** Annual Trend Increase:	-200
Trend R-squared:	77.78%
Trend Annual Historic Growth Rate:	-2.99%
Trend Growth Rate (2018 to Design Year):	-3.77%
Printed:	16-Aug-19
Straight Line Growth Option	

*Axle-Adjusted

APPENDIX G

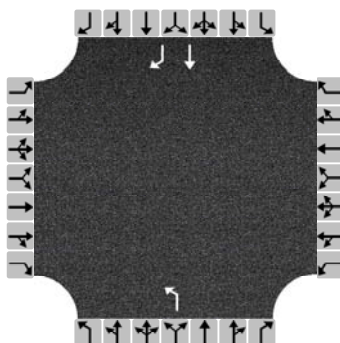
Projected Intersection Capacity Analysis Worksheets

HCS7 All-Way Stop Control Report

General Information

Analyst	BH	Intersection	Factory St & Brevard Ave
Agency/Co.	TPD, Inc.	Jurisdiction	Brevard County
Date Performed	07/08/2020	East/West Street	Factory St
Analysis Year	2023	North/South Street	Brevard Ave
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.84
Time Analyzed	P.M. Peak Hour Projected		
Project Description	Boutique Hotel at Coco Village		

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume							16				140	50
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							L			T	R	
Flow Rate, v (veh/h)							19			167	60	
Percent Heavy Vehicles							1			1	1	

Departure Headway and Service Time

Initial Departure Headway, hd (s)							3.20			3.20	3.20	
Initial Degree of Utilization, x							0.000			0.000	0.000	
Final Departure Headway, hd (s)							3.20			3.20	3.20	
Final Degree of Utilization, x							0.017			0.148	0.053	
Move-Up Time, m (s)							2.0			2.0	2.0	
Service Time, ts (s)							1.20			1.20	1.20	

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)							19			167	60	
Capacity							0			0	0	
95% Queue Length, Q ₉₅ (veh)							0.1			0.5	0.2	
Control Delay (s/veh)							6.3			6.8	6.4	
Level of Service, LOS							F			F	F	
Approach Delay (s/veh)							6.3			6.7		
Approach LOS							A			A		
Intersection Delay, s/veh LOS	6.6						A					

HCS7 Two-Way Stop-Control Report

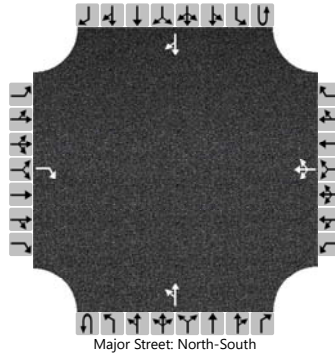
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	07/08/2020
Analysis Year	2023
Time Analyzed	P.M. Peak Hour Projected
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & John Garren
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	John Garren Ln
Peak Hour Factor	0.73
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	1	0	0	0	1	0	0	0	1	0
Configuration				R			LTR			LT						TR
Volume (veh/h)				72		10	41	6		46	19				26	9
Percent Heavy Vehicles (%)				1		1	1	1		1						
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No															
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2		7.1	6.5	6.2		4.1						
Critical Headway (sec)				6.21		7.11	6.51	6.21		4.11						
Base Follow-Up Headway (sec)				3.3		3.5	4.0	3.3		2.2						
Follow-Up Headway (sec)				3.31		3.51	4.01	3.31		2.21						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				99			78			63						
Capacity, c (veh/h)				1032			687			1566						
v/c Ratio				0.10			0.11			0.04						
95% Queue Length, Q ₉₅ (veh)				0.3			0.4			0.1						
Control Delay (s/veh)				8.9			10.9			7.4						
Level of Service (LOS)				A			B			A						
Approach Delay (s/veh)	8.9				10.9				5.3							
Approach LOS	A				B											

HCS7 Two-Way Stop-Control Report

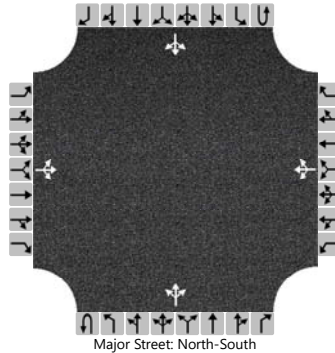
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	07/08/2020
Analysis Year	2023
Time Analyzed	P.M. Peak Hour Projected
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & Florida Ave
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	Florida Ave
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		1	9	4		26	8	60		8	215	28		34	169	1
Percent Heavy Vehicles (%)		1	1	1		1	1	1		1				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.11	6.51	6.21		7.11	6.51	6.21		4.11				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.51	4.01	3.31		3.51	4.01	3.31		2.21				2.21		

Delay, Queue Length, and Level of Service

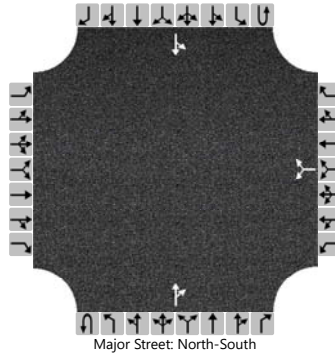
Flow Rate, v (veh/h)			16				111			9				40		
Capacity, c (veh/h)			471				583			1378				1282		
v/c Ratio			0.03				0.19			0.01				0.03		
95% Queue Length, Q ₉₅ (veh)			0.1				0.7			0.0				0.1		
Control Delay (s/veh)			12.9				12.6			7.6				7.9		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)	12.9				12.6				0.3				1.5			
Approach LOS	B				B											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	BH	Intersection	John Garren Ln & Site Acc
Agency/Co.	TPD, Inc.	Jurisdiction	Brevard County
Date Performed	8/15/2019	East/West Street	Site Access 2
Analysis Year	2023	North/South Street	John Garren Ln
Time Analyzed	P.M. Peak Hour Projected	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Boutique Hotel at Coco Village		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		23			42	6		22	85	
Percent Heavy Vehicles (%)						1		1						1		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.41		6.21						4.11		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.51		3.31						2.21		

Delay, Queue Length, and Level of Service

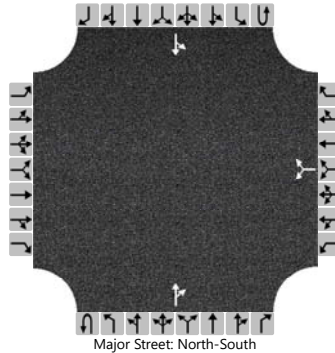
Flow Rate, v (veh/h)						32								24		
Capacity, c (veh/h)						964								1560		
v/c Ratio						0.03								0.02		
95% Queue Length, Q ₉₅ (veh)						0.1								0.0		
Control Delay (s/veh)						8.9								7.3		
Level of Service (LOS)						A								A		
Approach Delay (s/veh)					8.9								1.6			
Approach LOS					A											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	BH	Intersection	John Garren Ln & Site Acc
Agency/Co.	TPD, Inc.	Jurisdiction	Brevard County
Date Performed	07/08/2020	East/West Street	Site Access 1
Analysis Year	2023	North/South Street	John Garren Ln
Time Analyzed	P.M. Peak Hour Projected	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Boutique Hotel at Coco Village		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		22			26	6		21	70	
Percent Heavy Vehicles (%)						1		1						1		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.41		6.21						4.11		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.51		3.31						2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30								23		
Capacity, c (veh/h)						990								1583		
v/c Ratio						0.03								0.01		
95% Queue Length, Q ₉₅ (veh)						0.1								0.0		
Control Delay (s/veh)						8.8								7.3		
Level of Service (LOS)						A								A		
Approach Delay (s/veh)					8.8								1.8			
Approach LOS					A											

COCOA CRA HILTON/MARRIOTT HOTEL

FORWARD-LOOKING ECONOMIC IMPACT

CloseWaters LLC

AlVazquez, Managing Partner

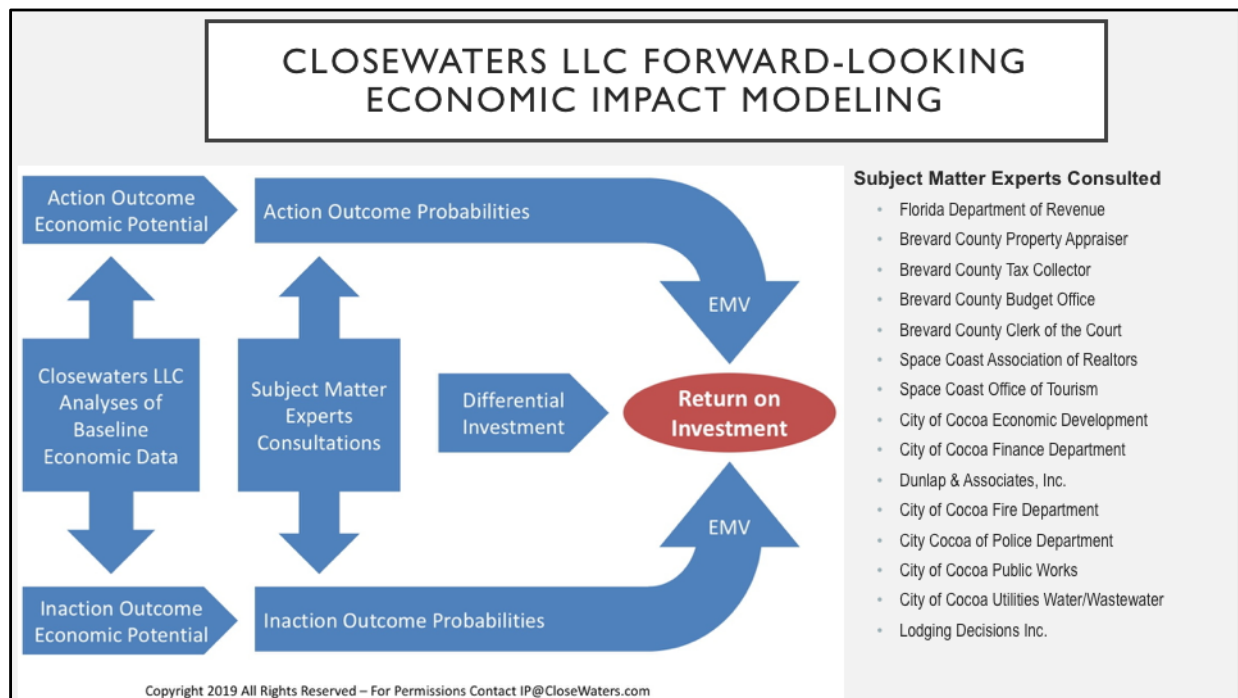
Partner@CloseWaters.com

August 13, 2019



Photo at left is of the Brevard Hotel that was demolished in 1996. The Brevard was the last hotel in Cocoa Village. This iconic hotel, known as “The Grand Old Lady,” was built in the 1920s. For 7 decades the Brevard Hotel hosted many dignitaries including Vice President Hubert Humphrey. The 18,000 square-foot Brevard was on a four-acre site overlooking the Indian River Lagoon with 53 rooms.

At right is a rendering of the proposed replacement for the Brevard Hotel; a Hilton or Marriott brand with at least 107 suites, an outdoor pool on the fourth floor, sky bar restaurant and lounge on the top floor, meeting room for 250, board room, retail space, and at least 161 parking spaces on the lower three levels of which 100 are to be shared as public parking for Cocoa Village.

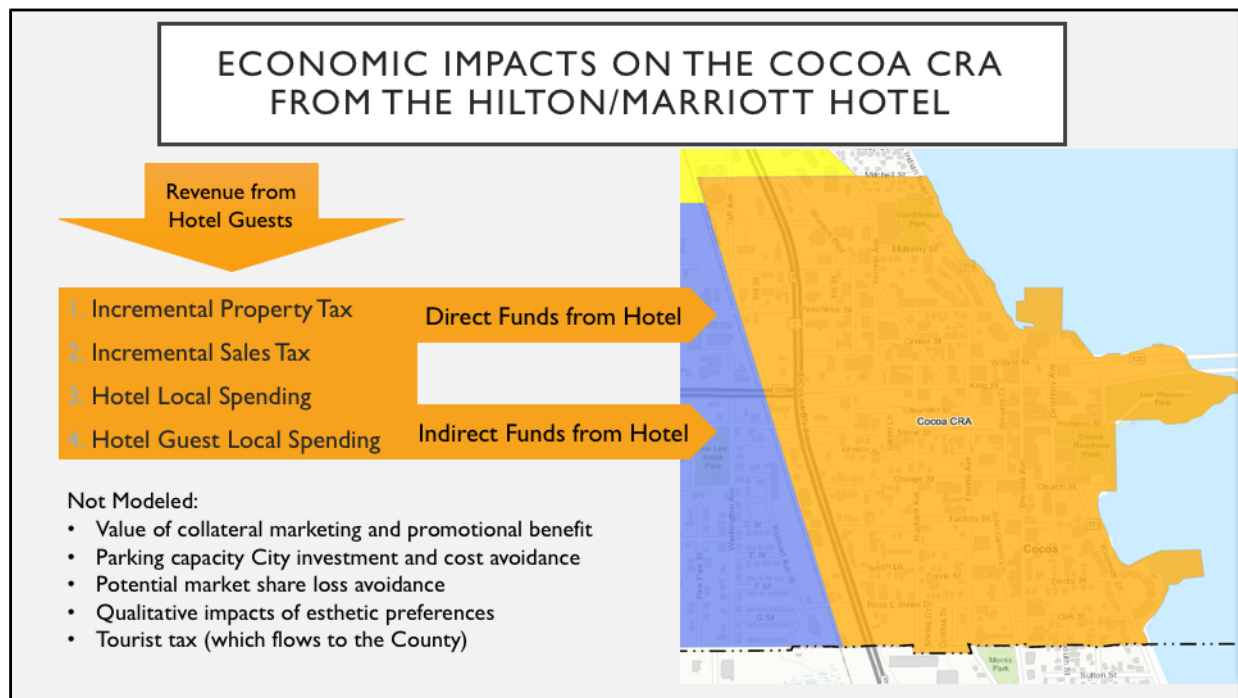


Closewaters LLC has used this methodology for forward-looking economic impact modeling successfully for years for both government and corporate clients. One such local example is Closewaters’ \$6.3 billion valuation of Brevard County’s 2016 plan to restore the Indian River Lagoon.

Closewaters’ methodology is a rigorous, conservative, transparent, structured approach that accounts for future uncertainty explicitly. Closewaters consults economic data from cited sources to provide the baseline economic data for a comprehensive assessment of both potential costs and benefits. Then, as appropriate, Closewaters reduces raw economic data by probabilities assessed by subject matter experts to account for uncertainty about the future.

In this model, to be conservative, the potential negative Inaction Outcome Probabilities for the Cocoa CRA, such as the possibility of building and operating parking capacity, were not included. Closewaters consulted the City operating departments listed to ensure that all likely future costs were comprehended in the economic modeling.

The subject matter experts consulted in this model are cited at right.

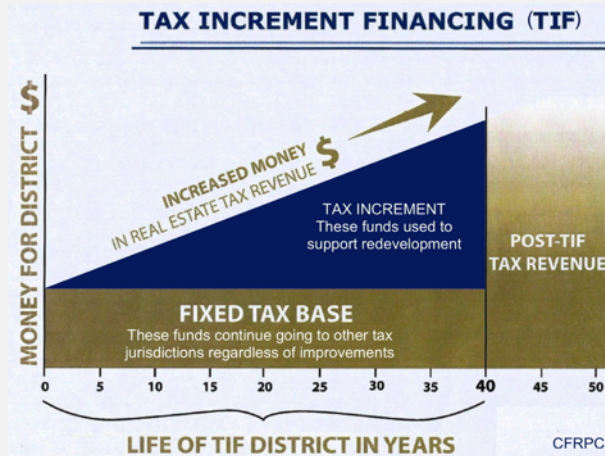


Closewaters LLC modeled the most significant quantifiable economic impacts on the Cocoa Community Redevelopment Agency entity itself as well as on the CRA district. Revenue from hotel guests will flow to the CRA both directly through the hotel as taxes and local expenditures on supplies, services, and employment. Additional collateral indirect impacts would result from hotel guest spending outside the hotel but within the CRA district and from incremental property value impact of the hotel operation on other properties in the CRA district. All these impacts were modeled.

Note that there are other potential impacts listed that are NOT comprehended in the numbers you will see. This is also conservative. The potential collateral promotional benefits of a marketed leading brand hotel on other CRA businesses are not included. And as already stated, any potential costs of inaction such as possible parking capacity are not included. Potential market share losses from inaction could manifest in terms of increased tourist spending outside the CRA district and as reduced property value growth in the CRA district. More subjective qualitative impacts of esthetic preferences were not modeled. And though the CRA could benefit indirectly from incremental tourist taxes paid to the County, tourist taxes were not included because they do not flow directly to the CRA (though the County tourism office is located in the CRA district).

COCOA CRA ESTABLISHMENT, PURPOSE, AND FUNDING

- Established locally by FL statute
- Focused leadership
- To improve community
- Funded by success
- CRA Base Year 1981
 - 1981 Assessed Value: \$26.4 million
 - 2018 Assessed Value: \$149 million
- Sunsets in 22 years in 2041
- Property value growth likely:
 1. From the hotel itself
 2. Hotel impact on CRA district



State statutes acknowledge that CRAs require time to complete redevelopment. So the State created CRAs to ensure more protected and stable long term funding of economic redevelopment. TIF funds increase or decrease along with economic variability that affects property value. In the case of this project, taxable property value would increase from the hotel itself and from any positive impact the hotel would have on other property values within the CRA. (Note that for graphic clarity the Tax Increment is depicted larger than the Fixed Tax Base which is not the case.) Because of the importance of property value growth to the funding of the CRA, Closewaters carefully modeled potential property value growth impact in the CRA district by consulting subject matters experts at the Space Coast Association of Realtors and the County Property Appraiser.

To be conservative, Closewaters modeled impacts on the Cocoa CRA assuming only a 22 year financial project life due to the sunset in 2041 instead of a more typical 30 year financial project life. This shorter financial project life will decrease the economic impacts modeled. However although the lifetime of a CRA is limited by State statute, gains in taxable property value and other commercial benefits continue beyond that lifetime.

HOTEL ECONOMIC IMPACT ON COCOA CRA ENTITY FUNDING

	Annual TIF Impact Projected
Hilton/Marriott Hotel TIF Impact (Year 1) ¹	\$96 K
Other Hotel-Induced TIF Impact in the Cocoa CRA District – 4% ² (Year 1)	\$ 63 K
Total Cocoa CRA TIF Expected (Year 1)	\$159 K

	Expected <u>Net</u> Present Value ³	Return on CRA Investment
Cocoa CRA Investment of 0.87 acres at market value of \$1.45 million	\$3.7 Million	19%

¹ Lodging Decisions Hotel Pro-Forma

² Space Coast Association of Realtors

³ At 7.4% average annual growth rate for Cocoa CRA property value 2013-2018 – Brevard County Property Appraiser

CloseWaters LLC

Two components of TIF impacts likely to accrue to the CRA entity consist of the direct increase in taxable property value from the hotel itself plus the likely impact of the hotel on the property value it induces in the rest of the CRA district, projected at 4% by the Space Coast Association of Realtors.

“Expected Net Present Value” is an established financial modeling technique that yields a single number to represent today’s value of a future stream of economic impacts projected over the financial life of a project NET of the investment. Because funds accrued later in the future are not worth as much as funds today, Closewaters applied an annual discount rate of 3.5% to reduce the value of future cash flows. In this case, the Cocoa CRA is making a single investment of land at the beginning of the project. The valuation of that land is based on the most recent comparable value under contract of the adjacent lots that are part of the project.

So there is a net present value gain of \$3.7 Million in TIF gained by the CRA valued at the time of the investment. The annual percentage internal rate of return on that investment is 19%. These are excellent conservative returns for the Cocoa CRA entity itself based only on TIF impact.

OTHER HOTEL ECONOMIC IMPACTS IN THE COCOA CRA DISTRICT

	Portion Assumed in CRA	Annual Impact Projected	Expected Monetary Present Value
Hotel Guest Spending Inside the Hotel but Not on Lodging ¹	25%	\$904 K	\$13.7 Million
Hotel Guest Spending Outside Hotel in the CRA District ¹	25%	\$904 K	\$13.7 Million
Hotel Employee Spending Outside the Hotel in the CRA District ²	25%	\$191 K	\$2.9 Million
Hotel Operating Expenses Spent in the CRA District ²	25%	\$146 K	\$2.2 Million
Total Incremental Benefit to the CRA District		\$2.1 Million	\$32.5 Million

CRA District Annual Impact on Commerce	Payback on CRA Investment
Cocoa CRA Investment of 0.87 acres market value: \$1.45 million	8 Months

¹ Florida's Space Coast Office of Tourism

² Lodging Decisions hotel pro-forma

CloseWaters LLC

The flow of revenue from hotel guests flows to the CRA district both inside and outside the hotel itself as hotel guests spend money outside the hotel but in Cocoa Village. Guest spending is based on the latest visitor data from the Florida's Space Coast Office of Tourism. We assumed that half of hotel guest spending not on lodging would be spent outside the CRA district most likely benefiting other County tourism markets.

Again these numbers conservative as they are modeled with the EDC 2007-2018 average County-wide hotel occupancy of 62% while the Hilton/Marriott hotel pro-forma occupancy grows from 64% to 74% over the first five years. Hotel Operating Expenses modeled do not include utilities expenditures. And these numbers do not include other possible incremental impacts from the increased parking capacity provided by the project.

So the Expected Monetary Present Value of benefits to the CRA district of these other impacts is \$32.5 million. This benefit to the CRA district may be compared to the Cocoa CRA investment of \$1.45 million. So based on this model of \$2.1 million in annual economic benefit to the CRA district, the payback on the CRA investment is under one year. These are excellent conservative returns for the Cocoa CRA.

Response to:

CITY OF COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PROJECT AGREEMENT

"Paragraph A (6)

Eco-Friendly. Developer shall provide to the Agency a plan to incorporate into the Project processes and technology that are environmentally responsible, resource-efficient and sustainable throughout the Project's life-cycle, including whether the Developer will endeavor to have the proposed building LEED certified. At minimum, 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."

STRUCTURE, INSULATION, THERMAL MASS AND AIR/MOISTURE BARRIER

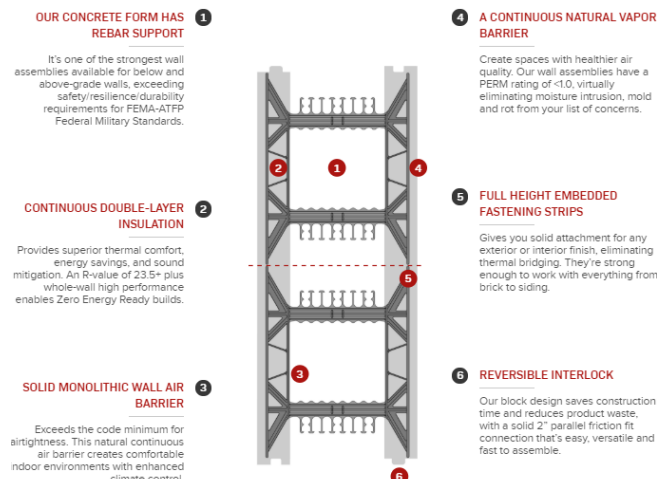
WB Services, Inc. construction company and investor is an active builder in the State of Florida. For this project it will use a construction method called Insulated Concrete Forms (ICFs) - cast-in-place concrete walls that are sandwiched between two layers of insulation material, usually expanded polystyrene (EPS) foam insulation forms.

This method is regarded as the most environmentally and resource efficient for buildings the size and height of the proposed hotel because:

- An ICF building can cut energy bills in half and can achieve a HERS index in the 40-50 range, which means they are outperforming existing building codes by 50 to 60 percent.
- It provides continuous insulation on both sides of the wall that virtually eliminates thermal bridging and energy loss because there's a continuous barrier against air and moisture penetration.
- It is further enhanced by use of foam bucks around windows and doors, normally the location with highest heat and cooling loss.
- The concrete structure provides unusually high levels of Wind Resistance. ICF buildings are designed to withstand high winds and can exceed building codes for Florida with its vulnerability to hurricanes.
- In storms much of the damage comes from flying debris. Concrete walls and roofs can withstand the impact of debris from debris resulting from extreme winds with little or no structural damage.
- The concrete structure provides a longer useful structural life and resistance to mold, mildew, etc.
- Concrete is a high thermal mass material which helps stabilize temperature shifts within a building by slowing the rate of heat transfer.

Below is an explanatory graphic and link to the company supplying the product WB Services is currently using in Fort Myers to build Holiday Express and has used for several other hotels in Florida.

6 IN 1: THE ELEMENTS THAT MAKE OUR ICF WALLS SUPERIOR



<https://www.foxblocks.com/>

LIGHTING

All lighting application selections are/will be guided by Energy Star Ratings which are awarded to only certain bulbs that meet strict efficiency, quality, and lifetime criteria.

Energy Star qualified fluorescent lighting uses 75% less energy and lasts up to ten times longer than normal incandescent lights.

Use of light-emitting diode (LED) lighting will be maximized because:

- Reduction of energy costs — uses only 20%-25% of the electricity that incandescent bulbs use, and last as much as 25 times as long.
- LEDs use 25%-30% of the amount of energy as halogen incandescent bulbs, and last 8-25 times as long.
- Reduces cooling costs — LEDs produce very little heat.

To qualify for Energy Star certification, LED lighting products must pass a variety of tests to prove that the products will display the following characteristics:

Brightness is equal to or greater than other lighting technologies (incandescent or fluorescent).
Light output remains constant over time, only decreasing towards the end of the rated lifetime.
Excellent color quality and shade of white light appears clear and consistent over time.
Efficiency is as good as or better than fluorescent lighting.
Light comes on instantly.
No flicker when dimmed.

WINDOWS

Selection of energy efficient windows will rely on Energy Star but more so on (NFRC) National Fenestration Rating Council ratings of various windows and manufacturers. The design elements that work in colder climates do not do so in Florida.

There are normally 3 metrics to consider when selecting windows:

SHGC (Solar Heat Gain Co-efficient) measures how much solar radiation passes through window and is released as heat into your home.

U-Factor measures the rate of heat transfer and indicates how well the window insulates.

Air leakage measures how much air passes through the window.

A low SHGC is the important window property in warm to hot climates. For superior energy performance, select windows with a SHGC of 0.25 or less. A low U-factor is useful during cold days when heating is needed and is also helpful during hot days when it is important to keep the heat out.

BELOW IS COMBINATION OF METRICS THAT IS RECOMMEND FOR FLORIDA

U-factor	SHGC	Air Leakage
Windows: $U \leq 0.40$ Skylights: $U \leq 0.60$	Windows: $SHGC \leq 0.25$ Skylights: $SHGC \leq 0.28$	Windows: $AL \leq 0.30$ Skylights: $AL \leq 0.30$

<https://www.efficientwindows.org/factsheets/Florida.pdf>

The use of double glazing in Florida while somewhat beneficial is far less so than it is farther north.

Low E Glass is considered a good investment in colder climates. In Florida and warmer climates, it can be used with one variation, instead of having reflection into the room to create a greenhouse effect, it is coated to reflect the sun back out. In order to make the application coating robust enough to last it must be placed inside of a double-glazed window. Because hotel application requires outside sound abatement the use of Low E glass and double glazing can be used to provide additional energy saving. http://www.fsec.ucf.edu/en/consumer/buildings/homes/windows/q_a.htm

LOW FLOW PLUMBING FIXTURES

The National Energy Policy Act has mandated Low-flow fixtures. The Contractor WB Services monitors development of technology and installs the latest designs, when cost benefit ratios warrant.

New low-flow showerheads can provide a flow rate of less than 2.0 GPM.

The two basic types of low flow showerheads are:

Laminar-flow: Laminar-flow showerhead will form streams of water and will provide with a more accurate temperature control.

Aerating: This type of low flow showerhead will mix water with air forming a misty type of water spray. It will create a great amount of steam and moisture. This type will not be used in Florida.

New Low-flow & ultra-low-flow toilets have been designed to use half the amount of water of traditional toilets.

The two basic types of low flow showerheads are:

Gravity-Fed Low Flow Toilets: This kind of low flow toilet uses the traditional weight of water to push it down the bowl. They are cheaper and less noisy than pressure-assisted low flow toilets.

Pressure-Assisted Low Flow Toilets: This type of low flow toilet is usually noisier but can reduce water consumption by 45% when compared to gravity-fed toilets. It uses air pressure built up inside tank to push the water down.

New low flow faucets can normally achieve less than 1.5GPM by installing an aerator or flow restrictor.

ENERGY RECOVERY VENTILATION (HRV)

General contractor WB Services routinely installs Energy Recovery Ventilation in the following areas of hotels:

- Lobby,
- Restaurant,
- Meeting Space
- Swimming Pool
- Offices
- Various other common areas

Energy recovery ventilation system exchanges the energy contained in normally exhausted building air and uses it to treat the incoming outdoor ventilation air in hotel HVAC system.

This system is not only reduces energy cost for heating and cooling, but facilitates the scaling the downsizing of equipment. It also keeps the indoor environment at a relative humidity of 40% to 50%.

LEED CERTIFICATION

The developer has researched the GBI program and is prepared to execute the action steps as outlined in the **Guide to LEED Certification**

The developer will plan and execute an action plan to obtain LEED Certification upon commencement of design and planning phase.



Cocoa Hotel
Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

Render 1

R1



Cocoa Hotel
Cocoa, Florida

NO.	REVISIONS
1	
2	
3	
4	
5	
PROJECT NO. WB -	
DATE: 9/18/2020	



Cocoa Hotel
Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

3

R3



Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

4

R4



Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

5

R5



Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	
PROJECT NO. WB -	
DATE: 9/18/2020	

6

R6



Cocoa Hotel
Cocoa, Florida

NO.	REVISIONS
1	
2	
3	
4	
5	
PROJECT NO. WB -	
DATE: 9/18/2020	

7

R7



Cocoa Hotel
Cocoa, Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

8

R8

Commercial Contract



1. PARTIES AND PROPERTY: _____ LODGING DECISIONS INC. AND/OR ASSIGNS ("Buyer")

agrees to buy and _____ RLR GROUP LLC ("Seller")

agrees to sell the property at:

Street Address: 625, 627 & 629 BREVARD AVE, COCOA, FL 32922

Legal Description: SINGLETONS 1ST ADDN TO COCOA LOT 4 TAX ACCT. #2426230

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:

(a) Deposit held in escrow by: Fidelity National Title \$ 500,000.00
Watson, Solleau, Deleo, Burgett, Pickles & Baughan-PA \$ 10,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 3490 N. US Hwy 1, Cocoa, FL 32926 Phone: 321-631-1550

(b) Additional deposit to be made to Escrow Agent

☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within _____ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent

☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within _____ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ _____

(e) Other OWNER FINANCING \$ 400,000.00

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$ 90,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before March 5, 2018, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or _____ . Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on _____ or before June 5, 2018 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer JDB and Seller Watson Deleo Burgett Pickles Baughan acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in BREVARD County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed _____ % of the purchase price or \$ _____, with a fixed interest rate not to exceed _____ % per year with an initial variable interest rate not to exceed _____ %, with points or commitment or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as _____

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and within _____ days after Effective Date or at least 20 days before Closing Date deliver to Buyer (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer JDB (_____) and Seller res (_____) ll acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 7 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ Seller will, within 7 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** Buyer will, at Buyer's expense and within 90 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (JDR) and Seller (Tues) (M.L.C.) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer [Signature] () and Seller [Signature] () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **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 public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) **Seller's Broker:** KISER REALTY AND INVESTMENTS LORRIE LOVETT 2.5%
(Company Name) (Licensee)
1540 Shelley Pl., Titusville, FL 32780 321-264-6634 321-264-6635 LLOVETT1@CFL.RR.COM
(Address, Telephone, Fax, E-mail)

who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____

(b) **Buyer's Broker:** RAHAL REAL ESTATE LLC NICHOLAS N. RAHAL 2.5%
(Company Name) (Licensee)
1269 US Hwy 1, Rockledge, FL 32955 321-631-0511 321-631-0611 Nick@RahalRealEstate.com
(Address, Telephone, Fax, E-mail)

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302 who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
 303 ☐ Seller's Broker ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

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 305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
 307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
 311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
 314 this Contract):

315 ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
316 ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
317 ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
318 ☐ Seller Representations	☒ Seller Financing	☐ Other _____

319 **23. ADDITIONAL TERMS:**

320 THIS CONTRACT IS CONTINGENT UPON ACCEPTANCE OF REQUEST FOR PROPOSAL BY THE CITY OF
 321 COCOA RDA BOARD. IF ACCEPTANCE OF REQUEST FOR PROPOSAL BY THE CITY OF COCOA RDA BOARD
 322 IS NOT ACCEPTED, BUYER MAY ELECT TO CANCEL THIS CONTRACT AND ALL MONIES DEPOSITED SHALL
 323 BE RETURNED TO BUYER WITHOUT ANY FURTHER WRITTEN RELEASE FROM SELLER OR AGENT.
 324 CONTRACT IS CONTINGENT UPON THE SELLER CARRYING A PURCHASE MONEY MORTGAGE. MORTGAGE
 325 IS TO BE FOR \$400,000 AT 6% AMMORTIZED FOR 30 YEARS. THERE IS NO PREPAYMENT PENALTY FOR
 326 PAYING PART OR ALL OF THE UNPAID BALANCE OF MORTGAGE. SELLER WILL COLLECT CURRENT
 327 TENANTS RENTS UNTIL CLOSING OF SUBJECT PROPERTY.

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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
 344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
 345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
 346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
 347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer JD () and Seller MC () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Jack D. Brown

Date: 02/17/2018

(Signature of Buyer)

(Typed or Printed Name of Buyer)

Tax ID No.:

Title: JACK BROWN, CHAIRMAN

Telephone:

(Signature of Buyer)

Date:

(Typed or Printed Name of Buyer)

Tax ID No.:

Title:

Telephone:

Buyer's Address for purpose of notice

Facsimile:

Email:

Rhonda Campbell Sherman

Date: 2/18/18

(Signature of Seller)

RLR GROUP LLC

Tax ID No.: 26-1936068

(Typed or Printed Name of Seller)

Title: Managing Partner

Telephone: 321-544-4491

M. L. Campbell

Date: 2/18/18

(Signature of Seller)

(Typed or Printed Name of Seller)

Tax ID No.:

Title: Partner

Telephone: 321-544-8791

Seller's Address for purpose of notice: 1125 INDIAN RIVER DR N, COCOA, FL 32922

Facsimile:

Email: shermanrc@att.net

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Brokerage Relationship Disclosure



SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES. As a single agent, RAHAL REAL ESTATE LLC

and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

1-22-2018
Date

[Signature]
Signature

Copy returned to Customer on the ____ day of _____, ____ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

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Addendum to Contract

Addendum No. 4 to the Contract with the Effective Date of January 3, 2020 between
RLR GROUP LLC (Seller)
and LODGING DECISIONS INC. AND/OR ASSIGNS (Buyer)
concerning the property described as: 625, 627 & 629 BREVARD AVE, COCOA, FL 32922

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and Seller agree to the Buyer utilizing the third of three (3) additional 30 day extensions to October 29, 2020 to await approval from the City of Cocoa of the initial submissions to CRA, P & Z and City Council.

Buyer:  Jack Brown
9/24/2020 8:29:40 AM EDT
Buyer: _____
Seller: Rita Campbell Sherman
Seller: M. Loyce Campbell

Date: 09/24/2020
Date: _____
Date: 9-24-2020
Date: 9/24/2020



**Classified Ad Receipt
(For Info Only - NOT A BILL)**

Customer: CITY OF COCOA - TE

Ad No.: 0004421120

Address: 65 STONE ST
COCOA FL 32922
USA

Pymt Method Invoice

Net Amt: \$310.45

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/15/20

Text of Ad:

Ad#4421120 10/15/2020
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:

A. APPROVAL OF A DEVELOPMENT AGREEMENT, consistent with Appendix A Zoning of the City Code, to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land. Two parcels at 603 Brevard Ave. (former Cocoa City Hall location) are owned by the Cocoa Redevelopment Agency. The third parcel at 627 Brevard Ave. is owned by RLR Group, LLC. The parcels are located at the southwest corner of Brevard Ave. and Factory St. in Cocoa Village and are further identified by Parcel #: 24-36-33-75-*2, 24-36-33-75-*3 and 24-36-33-75-*4.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 22, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN
THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
October 27, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN
THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 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://cocoa.legistar.com/Calendar.aspx>

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoaf.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at <https://cocoa.legistar.com/Calendar.aspx>

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2). Specifically, one or more members of the P&Z/LPA and City Council may attend and participate by speakerphone.

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: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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 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 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.



Legislation Details (With Text)

File #: 20-743 **Version:** 1 **Name:**
Type: Informational Item **Status:** Agenda Ready
File created: 10/20/2020 **In control:** Planning and Zoning / Local Planning Agency
On agenda: 10/22/2020 **Final action:**
Title: Proposed revision to Ordinance 16-2020 amending the definition of building height.
Sponsors:
Indexes:
Code sections:
Attachments: [Ordinance 16-2020 \(Revised\) Amending Definition of Building Height 10-21-20.pdf](#)

Date	Ver.	Action By	Action	Result
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PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: October 22, 2020
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Proposed revision to Ordinance 16-2020 amending the definition of building height.

BACKGROUND:

An issue with the proposed definition has been identified and the following revised version of the building height definition is now proposed and reflected in the ordinance. The change is necessary to clarify the highest measurement point for a building without a residential use at the top level of the building such as a parking garage or similar structure which might have commercial, industrial or uninhabitable space under the roof level.

The revised Proposed definition to be presented at the 2nd Reading before City Council:

BUILDING, HEIGHT OF. The vertical distance dimension of a structure as measured from the established average sidewalk or street grade or finished grade at the building line, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof, or (c) the peak of gable, hip or gambrel roofs; or (d) the highest ceiling point of heated and/or air-conditioned habitable space in a building with residential uses on the top floor. Stair and elevator access to a roof deck shall not be considered habitable space.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Recommend approval to the City Council of the revision to Ordinance 16-2020 amending the definition of building height.

ORDINANCE NO. 16-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE V OF THE CITY CODE RELATING TO THE DEFINITION OF BUILDING HEIGHT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires to update the City Code relating to the definition of “building height” to exclude non-habitable roof space from its measurement for buildings with a residential use on the top floor; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Article V of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in this Article. It is intended that the text in this Article denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

APPENDIX A - ZONING

* * *

ARTICLE V. – DEFINITIONS

* * *

BUILDING, HEIGHT OF. The vertical ~~distance~~ dimension of a structure as measured from the established average sidewalk or street grade or finished grade at the building line, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; ~~or~~ (c) the peak of gable, hip or gambrel roofs; or (d) the highest ceiling point of heated and/or air conditioned habitable space in a building with residential uses on the top floor. Stair and elevator access to a roof deck shall not be considered habitable space.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk