



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

Cocoa City Hall
65 Stone Street
Cocoa, FL 32922

AGENDA
Special Meeting
September 24, 2018
6:00 p.m.

I. OPENING MATTERS:

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

II. APPROVAL OF AGENDA AND MINUTES:

1. AGENDA: Meeting of September 24, 2018
2. MINUTES: Meeting of September 10, 2018 (will be provided at next meeting)

III. OLD BUSINESS: (Tabled to October meeting)

- A. Discussion of proposed changes to Art. XIII, Sec. 22 – Landscape Requirement
- B. Discussion of parking material standards

IV. NEW BUSINESS:

- A. Development Agreement for “The Cottages of Cocoa Village”, an 18 unit townhome development on 3 parcels along the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

V. OTHER BUSINESS:

- A. Tree Board Update
- B. Recent Development Update

VI. NEXT MEETING DATE: October 8, 2018

VII. ADJOURNMENT

NOTICE TO PUBLIC:

This 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.

All persons and parties are hereby advised that if they should decide to appeal any decision made by this Board with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division at 65 Stone Street, Cocoa, Florida between 8:00 a.m. and 5:00 p.m., Monday through Friday, beginning the Friday before the Board Meeting date, or by phoning (321) 433-8535.



City of Cocoa Planning & Zoning Board

STAFF REPORT

Date:	September 21, 2018
Project Name:	Development Agreement – The Cottages of Cocoa Village
Project No:	PZ-18-001
Meeting Date:	September 24, 2018
Project Planner:	Dodie Selig, AICP – Planning & Zoning Manager
Applicant/Owner:	City of Cocoa
Requested Action:	Consideration of a Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

I. Development Agreement Background and Analysis

Project Background and Summary

The initial development concept plans of the subject site coincided with a project owned by the City diagonally across the Florida Avenue/Rosa L. Jones Drive intersection from the subject property. That property, 915 Florida Avenue (formerly known as the Oaks Mobile Home Park), was acquired by the City in January of 2016. In November 2017, Bass Fletcher Associates, Inc. were engaged to conduct a Highest and Best Use Analysis of the property. The study determined medium sized townhomes were the highest and best use of the property. On December 12, 2017, the CRA voted to authorize staff to issue an RFP to seek redevelopment proposals for the property. The RFP was issued on Monday, January 22, 2018. On April 10, 2018, the CRA voted to recommend to the City Council the proposal submitted by The Villas of Cocoa Village.

The subject property applicant had initially proposed a somewhat different concept plan than what is presented with this agreement, but the timing of the RFP process led to talks with the developer who was awarded the RFP and a new concept plan was brought to city staff. In initial discussions regarding this plan with the applicant it became clear that development of townhomes on this site would require a formal Development Agreement, both to address some site constraints as well as deficiencies in the code requirements based on the proposal. In addition the applicant wishes to develop two (2) model homes on the site which needed to be included in the formal agreement.

Therefore, the applicant has requested a Development Agreement that will allow for future construction of up to 18 townhomes on the subject property. The site is arranged with 2 lots facing west onto Florida Avenue, 2 lots facing east on a stormwater greenspace, 10 lots facing Rosa L. Jones Drive (4 of which will face the sides of the first 4 lots and the rest will face the street) and 4 lots facing west with garages opening onto John Garren Lane. There will be a one-way alley running west to east along the north property line that will function as a common driveway for the units on lots 5 through 14. Because this is a shared driveway there will be no parking allowed outside the garage units.

As stated in the Development Agreement, the applicant seeks to obtain certain variances and waivers from the standards in the City Code and presents a "Concept Plan" that will be attached to the Development Agreement as an exhibit and that will guide future permitting. The Concept Plan will be binding on the Developer's successors and assigns and the City, subject only to minor modifications at the platting and site plan stages. Accordingly, the Concept Plan was analyzed carefully with respect to both the subdivision and zoning codes.

Staff Analysis of Development Agreement

Home Rule Powers Development Agreements – Section 15-21

The Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes, grant to municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and permit the exercise of any power for municipal purposes, except when expressly prohibited by law. This statute is construed as to secure for municipalities the broad exercise of home rule powers granted by the Florida Constitution. In accordance with these broad powers, the City of Cocoa adopted Section 15-21 of the City Code, which authorizes the City Council to enter into development agreements pursuant to its home rule powers. Adoption or modification of a development agreement is determined to be a legislative act of the city in the furtherance of its power to zone, comprehensively plan, and regulate development within its boundaries. Sec. 15-20, City Code. Any such "Home Rule Powers Development Agreement" shall be subject to the standards in Section 15-21 of the City Code:

Sec. 15-21. - Home rule powers development agreements.

(a) Notwithstanding the city council's right to enter into statutory development agreements pursuant to F.S. ch. 163 and this chapter, the city council shall also have the right to enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Such agreements shall provide for terms and conditions deemed necessary by the city council. Any agreement may also provide for variances or waivers from any applicable land development regulation of the city, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, must be consistent with the city's comprehensive plan, and must serve the public health, safety, and welfare of the citizens and visitors of the city.

(b) The provisions contained in section 15-20 shall apply to any agreement entered into under this section.

Accordingly, any Home Rule Powers Development Agreement that provides for variances or waivers from any applicable land development regulation of the City, such as the requested Agreement, must demonstrate (1) a bona fide need for the variance or waiver; (2) significant enhancements to the subject property are being made to bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations; (3) consistency with the City's comprehensive plan; and (4) the development serves the public health, safety, and welfare of the citizens and visitors of the City.

The variances and waivers requested are listed in Section 6 of the proposed Development Agreement, categorizing the variance or waiver depending upon whether the deviation is from the CWOD regulations or Chapter 18 of the City Code on Subdivisions:

(a) Appendix A Zoning, Article XI, Section 22:

- a. The maximum building height may be increased to 48 feet, provided that only a portion of the roof; a rooftop deck with partial covered lanai; optional outdoor kitchen; and stairwell and elevator to access the rooftop deck may be built above the 38-foot/3-story height limitation of the Cocoa Village Overlay. Except the stairwell and elevator, nothing else on the rooftop deck may be fully enclosed but may be screened.
- b. The minimum lot depth permitted shall be 50.33 feet.
- c. The minimum lot size permitted shall be 1100 square feet.
- d. The lot coverage maximum shall be 95% of each lot.
- e. The setback along Florida Avenue shall be 1 foot.
- f. The minimum rear setback for each townhome lot shall be 5 feet.

- g. The minimum required frontage buildout percentage shall be 25%.
- h. The 20-foot maximum street setback along Rosa L. Jones Drive may be exceeded by 60 feet. The setback along Rosa L. Jones Drive shall be measured from the original property line in lieu of line as dedicated for the sidewalk.

(b) Chapter 18 Subdivisions:

- a. To the extent that the shared drive aisle between Lots 1-2 and 3-4 could be considered a cul-de-sac, it is deemed exempt from Section 18-62 of the City Code as these Lots may be adequately serviced by the City's emergency responders from Rosa L. Jones Drive;
- b. Pursuant to Section 16-64 of the City Code, sufficient evidence of the need for an alley has been provided by the Developer to allow for a common private driveway at the rear of Lots 5 through 14 and along the northern side of the Property to connect Florida Avenue and John Garren Lane. Such alley shall be described and shall function as a common private driveway to be maintained by the Developer and the homeowner's association; and
- c. Utility easements shall not be required on the side and rear lot lines as provided in Section 18-66 of the City Code, but the Developer shall dedicate to the public utility easements over all of Tract A as depicted on the Concept Plan.

Bona Fide Need for Variances or Waivers

Development of the site is constrained by the size of property as well as the placement of two (2) very large Florida Power & Light concrete poles at the edge of the parcel facing Rosa L. Jones Dr. Because of the narrow right-of-way the poles are set almost against the property line of the developer's parcel. This blocks any building on the parcel set close to Rosa L. Jones from being oriented on the lot to actually front on the roadway as required under the CWOD. The Developer contacted FPL to inquire if the poles could be removed, however the cost to transfer the electrical service underground as well as the roughly year long delay to begin that process caused by damage inflicted to FPL facilities during Hurricane Irma in 2017 makes moving the poles infeasible. The Developer is therefore proposing to turn the townhome units that are required by the CWOD to face onto Rosa L. Jones by 90 degrees. Lots 3 and 4 will face east onto the open area containing the retention and a short court styled driveway will allow vehicle access to garages for those units as well as lots 1 and 2.

Because John Garren Lane was originally the location of the railroad tracks the orientation of buildings that built on adjoining parcels placed the rear of the building facing the train tracks and the front facing the street on the other side. This is true of the buildings directly to the east of the subject parcel. The townhomes on lots 15 through 18, were they to face east, would be facing the back entry of those commercial businesses. This reality has prompted the proposed site layout allowing those 4 units to face in the opposite direction from that called for under the CWOD regulations.

Building type

The subject property is in the Cocoa Waterfront Overlay District (CWOD) – Cocoa Village Sub-district. The project will be developed using the “Townhouse” building type from the CWOD regulations.

The minimum site requirements are as follows:

Lot Width	16 ft.	Side Setback	0 ft.
Lot Depth	80 ft.	Rear Setback	15 ft.
Lot Size	1,600 sq.ft.	Frontage Buildout	90% min
Lot Coverage	60% max		
Street Setback – Florida Ave. and John Garren Ln.	5 ft. min 10 ft. max		
Street Setback – Rosa L. Jones Dr.	10 ft. min 20 ft. max		

Proposed Enhancements

While a development agreement can be a vehicle for the granting of variances and / or waivers from land development regulations there must also be significant project enhancements that provide something above and beyond the minimum requirements of the code.

To address this the developer will be providing 7 additional on-street parking spaces along Rosa L. Jones Drive, designed in the same manner as other streetscaping already done by the City along Florida Avenue, including matching pavers to those used by the City. They will also construct a concrete sidewalk on the west side of John Garren Lane which does not have a sidewalk at the present time. In addition the developer will be providing 2 streetlights along the Rosa L. Jones frontage that match those lights already installed in the streetscaping of Florida Avenue. The city code only requires 1 light based on the parcel frontage length, however the second light will provide a similar spacing as lighting along Florida Avenue. Other enhancements include lighted walkways within the site, pavers at the garage entries, underground utilities and energy efficient building fixtures.

Below is the enhancement list from the agreement:

- (a) The Developer shall design, permit and construct the street scape as depicted on the Concept Plan on the north side of Rosa L. Jones Drive and on the east side of Florida Avenue and west side of John Garren Lane, which shall include the on-street parking and striping, installation of pervious pavers, and concrete sidewalk. Specifically, on-street parking shall include seven (7) public parking spaces on the north side of Rosa L. Jones Drive and three (3) existing public parking spaces on Florida Avenue. The construction of the on-street public parking spaces shall be conditioned upon a permit issued by the City and shall satisfy the requirements of the City Code.
- (b) The Developer shall install two light poles in the right-of-way of Rosa L. Jones Drive to match the existing poles, subject to approval by Florida Power and Light.

- (c) The Developer shall install solar powered or low-voltage, bollard-style internal security lighting along the walkways to add nighttime appeal and security;
- (d) The Developer shall install pavers in the driveway apron for each individual townhouse unit (not including private shared driveways) that match or are similar to the same material finishes found in Cocoa Village;
- (e) 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; and
- (f) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and optional roof top solar panels.

Consistency with the City's Comprehensive Plan

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 1.2.2.2:

The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major corridors and waterfront. The standards could include streetscape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

GOAL 3.7:

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

The Development Serves the Public Health, Safety, and Welfare

The proposed project will provide new residential opportunities within Cocoa Village in a fee-simple ownership. The smaller footprint, vertical design provides a more urban feel and functionality while the balconies and optional rooftop deck areas offer private outdoor amenities for the residents.

The proposed project has a maximum height of 3 stories and a total building height of 48 feet. The Cocoa Village Sub-district allows a maximum height of 5 stories or 62 feet for a residential use building. Had the project included a commercial use in addition to the residential, the potential maximum building height would have been 5 stories or 68 feet. Therefore the proposed project will

be shorter than the maximum height allowed on this property. In the context of the potential allowed development of the surrounding parcels, the maximum heights are the same for the surrounding parcels as they are for the subject site.

Concurrency

Staff has done a preliminary concurrency review of services required by the project. A final review will be completed with the Preliminary Subdivision application.

Wastewater

The Level of Service (LOS) for wastewater is 319 gallons per day per household, based on the 18 lots, the projected demand on the wastewater system is 5,742 gallons per day.

The Sellers Plant is currently permitted to treat 4.5 mgd of wastewater per day, and is currently operating at 2.25 mgd. The maximum per day over the past twelve months was 2.249 mgd. Thus, there is sufficient capacity for Wastewater.

Stormwater Management

The Level of Service (LOS) for Stormwater Management is as follows:

<i>Design Storm Event:</i>	25-year frequency/24-hour duration event
<i>On-Site Stormwater Management:</i>	Retention of the first one inch of rainfall for areas of more than one acre.
<i>Stormwater Quantity:</i>	Post development Stormwater runoff flow rates, quantities, peaks, and velocities shall be equal to or less than levels that existed prior to development.
<i>Stormwater Quality:</i>	No significant degradation of water quality in receiving water bodies.

Potable Water

The LOS for potable water is 122 gallons per capita per day (gpcd) per household. Based on the City of Cocoa EAR Population Projections report, the average permanent resident per dwelling unit is 2.35 per occupied unit. Thus, the average demand per household is estimated at 287 gpcd, and based on the 18 proposed dwelling units the overall demand is 5,166 gpcd.

The Dyal Plant provides potable for the City of Cocoa service area and it is currently permitted to operate at 48 million gallons per day (mgd). The maximum provision over the past twelve months is 34 mgd. Thus, there is sufficient capacity for Potable Water.

Solid Waste

The Level of Service (LOS) for the City of Cocoa is 1.2 tons of solid waste disposal per capita per year, and residential collection LOS shall be 2 times per week per household with greenwaste and recyclables once per week. The City contracts with Waste Management for the provision of solid waste, and the projected solid waste generated will be collected consistent with the adopted level of service standards.

Roadways (Transportation)

The minimum LOS for Rosa L. Jones Drive is 'D'.

The Space Coast TPO Traffic Counts Report for 2016, indicates for the Rosa L. Jones segment, from SR520 to Rosa L Jones Drive the average annual daily traffic trips is 6090, and it is classified as a Minor Arterial Urban roadway. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), the average vehicle trips per dwelling unit (on a weekday) is 9.57. Based on the 18 dwelling units, the development is projected to generate 175 trips per day (on a weekday).

Based on the LOS of D and the Current Maximum Acceptable Volume (15,600) established by the SCTPO, there is sufficient capacity on SR501 (Rosa L. Jones) to support this development.

Recreation

The Level of Service (LOS) for Recreation is 1.25 acres per 1,000 population.

Pursuant to the City of Cocoa Comprehensive Plan EAR (October 2010) Data and Analysis, there exists a surplus of 118.34 acres of parks, which was determined to be more than sufficient to meet the needs of the citizens through 2020. The City's current population is 18,833 which requires 23.54 acres of park and recreation facilities. The EAR identified the City as having 323.58 acres (including the 165.09 acres Cocoa Conservation Area) available for residents. Thus, the City has sufficient recreation/parks to support the project and maintain the adopted LOS.

Schools

The Applicant will be required to submit a School Capacity Availability Letter with their Preliminary Subdivision Application. A full analysis will be provided at that time.

Next Steps

The Development Agreement will need to be approved by City Council and is currently scheduled for the Council meeting on October 10th. If approved, the agreement will be signed and recorded in the Official Records of Brevard County. The developer will then need to submit a combined Preliminary Subdivision and Site Plan application.

Those applications, along with the Development Agreement, will allow the developer to begin construction of the project site work and infrastructure.

The last step in the process is the Final Subdivision application which is heard once by the City Council. This last piece is also called a Final Plat and once approved it is recorded in the Official Records of Brevard County. It is this final document that legally creates the individual lots for each townhome.

II. Recommendation

Staff recommendation is that the Planning and Zoning Board recommend **approval** to City Council of the Development Agreement.

Prepared by and return to:
Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802
(407) 425-9566

DRAFT

| 9/218/28/2018

**CITY OF COCOA
COTTAGES AT COCOA VILLAGE DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2018 (the "Effective Date"), by and between the **CITY OF COCOA**, a Florida municipal corporation (the "**City**"), and **120 BARNACLE BAY, LLC**, a Florida limited liability company ("**Developer**").

RECITALS:

WHEREAS, the Developer is the owner of certain property located at the intersections of Florida Avenue, Rosa L. Jones Drive, and John Garren Lane in Cocoa, Florida, with Tax Parcel IDs 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2 and being more particularly described on **Exhibit "A"**, attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, the Developer desires that the Property be redeveloped into a townhouse development consisting of 18 residential townhouses consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and in furtherance of the Agency's Community Redevelopment Plan and the Cocoa Waterfront Overlay District; and

WHEREAS, the Property is located in the Cocoa Waterfront Overlay District, Cocoa Village Subdistrict, the development of which is subject to the Regulating Plan in the City of Cocoa's Form Based Code, Appendix A Zoning, Article XI, Section 22; and

WHEREAS, the purpose and intent of this Agreement is to establish the following: a general Concept Plan that future development will be consistent with; the development process for the Property; the enhancements that will be provided by the Developer in this Project; and the waivers and variances necessary to achieve such development, all while promoting the public health, safety, convenience and prosperity of the residents of the City, enhancing housing opportunities in the Redevelopment Area and City, and increasing property values and enhancing tax revenues; and

WHEREAS, this Agreement and attached Concept Plan was reviewed by the Planning and Zoning Board at its _____ meeting, which recommended _____ thereof and was subsequently approved by the Cocoa City Council at its _____ regular meeting; and

WHEREAS, this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21, Cocoa City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference.

2. **Approval of Concept Plan.** In accordance with the terms and conditions of this Agreement, the Developer represents and warrants to the City that it will expeditiously redevelop the Property, at its expense, into a residential townhouse project generally consisting of no more than eighteen (18) fee simple townhouse units along Rosa L. Jones Drive, Florida Avenue, and John Garren Lane, with a new common private driveway running parallel to Rosa L. Jones Drive along the north side of the Property to service many of the townhouse units (the **“Project”**). The Project townhouse units shall range in size from 1200 minimum to 2800 maximum square feet of air conditioned space and be a maximum of 48 feet tall with rooftop decks atop the third story. The rooftop decks cannot be fully enclosed, but may have partial cover and amenities similar to outdoor summer kitchens. Each unit shall have an attached two-car garage. The Project shall also consist of internal walkways, a green landscaped area also providing stormwater treatment, the above-mentioned common private driveway, a drive aisle to service Lots 1 through 4, and four (4) individual driveways servicing Lots 15 through 18 directly off of John Garren Lane. All trees lining Rosa L. Jones Drive shall be Crepe Myrtle trees in keeping with the existing Cocoa Village streetscape.

The Project shall be developed consistent with and in substantial conformance to the Concept Plan depicted on **Exhibit “B”**, which consists of a proposed concept site plan and aesthetic building elevations and other architectural renderings that are attached hereto and fully incorporated herein as (the **“Concept Plan”**). The Concept Plan is intended to be the general blueprint which depicts key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting.

The Developer shall have the obligation to further submit and obtain the City’s approval of final engineering, subdivision and site plans. Therefore, the Concept Plan may be subject to reasonable adjustments and conditions by the Developer and the City in order to bring the Project into compliance with the City Code of Cocoa (the **“City Code”**), and as a result, the exact location, layout and dimensions of the buildings, landscaping, rights-of-way, and stormwater areas may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

3. **Future Permitting.** Within six (6) months from the Effective Date of this Agreement, the Developer, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan and preliminary plat approval for the Project consistent with the Concept Plan. The Developer shall diligently pursue and complete, in good faith, approval of the site plan and preliminary plat within twelve (12) months

of the Effective Date of this Agreement. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Developer in default pursuant to Section 8 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. Pursuant to Section 18-30 of the City Code, the Developer shall file a final plat with the City for approval in compliance with the requirements of the City Code no later than one (1) year after the preliminary plat was approved by the City. The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement. Should the Project be abandoned by the Developer prior to vertical construction, this Agreement may be terminated by the Developer upon written notice to the City, provided that prior to such termination, the Developer shall grade and seed the Property and install required frontage trees along Rosa L. Jones Drive.

4. **Property Association; Architectural Covenants.** No later than final plat approval for the Project, the Developer shall, at its expense, form and incorporate a non-profit property owners' association in accordance with Chapter 720, Florida Statutes. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including stormwater retention facilities, common walkways, alleys and drive aisles, common private driveways, landscaping, and open space, all as depicted on the final site plan and preliminary/final plat approved by the City. All persons acquiring a Townhouse Lot subsequent to the Effective Date of this Agreement shall be members of the property owners' association. The Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required by the Developer or the City to guarantee that the Property will be developed in accordance with the terms and conditions in this Agreement. The Developer shall also impose architectural review covenants and restrictions for the Property to be administered by the association. The architectural review covenants and restrictions shall require all buildings on the Property to be constructed and maintained in compliance with the architectural styles as depicted and described in the Concept Plan. Trash and recycle containers for all townhomes shall be stored inside the garage of each townhome and regulated through the covenants and restrictions.

5. **Project Enhancements.** In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 6 below, the Developer agrees to incorporate the following development enhancements into the final site plan:

- (a) The Developer shall design, permit and construct the street scape as depicted on the Concept Plan on the north side of Rosa L. Jones Drive and on the east side of Florida Avenue and west side of John Garren Lane, which shall include the on-street parking and striping, installation of pervious pavers, and concrete sidewalk. Specifically, on-street parking shall include seven (7) public parking spaces on the north side of Rosa L. Jones Drive and three (3) existing public parking spaces on Florida Avenue. The construction of the on-street public parking spaces shall be conditioned upon a permit issued by the City and shall satisfy the requirements of the City Code.

- (b) The Developer shall install two light poles in the right-of-way of Rosa L. Jones Drive to match the existing poles, subject to approval by Florida Power and Light.
- (c) The Developer shall install solar powered or low-voltage, bollard-style internal security lighting along the walkways to add nighttime appeal and security;
- (d) The Developer shall install pavers in the driveway apron for each individual townhouse unit (not including private shared driveways) that match or are similar to the same material finishes found in Cocoa Village;
- (e) 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; and
- (f) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and optional roof top solar panels.

6. **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 5, the City Council hereby approves the following variances and waivers from the City Code:

- (a) Appendix A Zoning, Article XI, Section 22:
 - a. The maximum building height may be increased to 48 feet, provided that only a portion of the roof; a rooftop deck with partial covered lanai; optional outdoor kitchen; and stairwell and elevator to access the rooftop deck may be built above the 38-foot/3-story height limitation of the Cocoa Village Overlay. Except the stairwell and elevator, nothing else on the rooftop deck may be fully enclosed but may be screened.
 - b. The minimum lot depth permitted shall be 50.33 feet.
 - c. The minimum lot size permitted shall be 1100 square feet.
 - d. The lot coverage maximum shall be 95% of each lot.
 - e. The setback along Florida Avenue shall be 1 foot.
 - f. The minimum rear setback for each townhome lot shall be 5 feet.
 - g. The minimum required frontage buildout percentage shall be 25%.
 - h. The 20-foot maximum street setback along Rosa L. Jones Drive may be exceeded by 60 feet. The setback along Rosa L. Jones Drive shall be measured from the original property line in lieu of line as dedicated for the sidewalk.
- (b) Chapter 18 Subdivisions:
 - a. To the extent that the shared drive aisle between Lots 1-2 and 3-4 could be considered a cul-de-sac, it is deemed exempt from Section 18-62 of the City

Code as these Lots may be adequately serviced by the City's emergency responders from Rosa L. Jones Drive;

- b. Pursuant to Section 16-64 of the City Code, sufficient evidence of the need for an alley has been provided by the Developer to allow for a common private driveway at the rear of Lots 5 through 14 and along the northern side of the Property to connect Florida Avenue and John Garren Lane. Such alley shall be described and shall function as a common private driveway to be maintained by the Developer and the homeowner's association; and
- c. Utility easements shall not be required on the side and rear lot lines as provided in Section 18-66 of the City Code, but the Developer shall dedicate to the public utility easements over all of Tract A as depicted on the Concept Plan.

7. **Model Homes.** The City agrees to allow the Developer's ~~builder~~ to construct both a sales office and up to two (2) model townhomes to be used for the customary temporary marketing and sales activities of the Developer or their successors or assigns and of the Villas of Cocoa Village, LLC, which is developing a mixed use project with townhomes close to this Property. Further, nothing herein shall cause to limit the number of inventory homes (pre-sale, spec homes) that may be constructed on the Property. The City represents that such marketing and sales activities shall be permitted through buildout of the Project. The City agrees to permit early construction of the model homes prior to plat approval upon completion of stabilized access to the model home center and adequate means of fire protection from a City-approved source of water and under the following conditions which are deemed acceptable to Developer:

(a) The model homes shall remain under Developer's ownership and control until such time as the final plat is recorded by the City and a final certificate of occupancy for each unit issued under the conditions set forth below. In other words, the Developer shall not contract for sale, sell, or lease, for the purposes of residential occupation, any of the individual model home units or lots until such time as the City approves and records the final plat for the Project and issues a final certification of occupancy for each unit. The City agrees that nothing in this Section shall be construed as restricting or preventing the Developer from selling, prior to final plat approval, any land that is intended to coincide with the eventual location of the model home lots as will be depicted and legally described on the final plat, provided the following conditions are met: (1) the land in such sale shall be legally described by metes and bounds without reference to the intended lot numbers that will be used in the final plat; and (2) the buyer of the land shall be required to sign and join the final plat and shall also be considered a co-developer of the Project.

(b) The model homes shall be constructed on Lots 1 and 2, and any associated parking, pedestrian activity and other activities conducted by sales staff or the general public shall be adequately segregated from construction activities to ensure safety. The model center shall comply with all applicable state and city regulations regarding accessibility.

(c) Prior to construction, the model homes shall be duly permitted by the City in accordance with the City's Code.

(d) At such time as the City Building Official completes and approves a final inspection of the model homes, the City will issue a temporary certificate of occupancy. Said temporary

certificate of occupancy shall be issued for each model home as a whole. Occupancy of the model home units shall be limited to the sales and marketing efforts for the Project until a final certificate of occupancy is issued for such units. It is intended that the model homes can be shown by sales staff to prospective buyers as long as the Building Official has issued the temporary certificate of occupancy and the model is not staffed continuously. The Developer may erect an ADA accessible tent and/or portable restrooms onsite for use by prospective buyers and the Developer prior to final certifications of water and sewer infrastructure.

(e) At the request of the Developer or at such time as the Project development or the Villas of Cocoa Village is completed, whichever occurs sooner, the model home units shall be converted into permanent residential units and the City shall issue final certificates of occupancy for each model home unit, provided, that the City Building Official determines that such units are suitable for permanent residential occupancy and in compliance with the City Codes.

(f) Prior to the construction of any model home units, the model units shall be duly permitted by the City in accordance with all City Codes. As part of the building permit application, the Developer shall submit, along with all construction plans for the units, a duly certified boundary survey which shall depict the location and legal description of each individual model lot. The Developer acknowledges and agrees that this legal description is intended to coincide with the eventual location of the lots as depicted and legally described on the final plat. The Developer assumes full and complete responsibility in the event that said legal descriptions do not confirm to the lot lines required by the City in the final plat. The Developer fully understands the construction of model homes before final plat is approved by the City may pose a risk to the Developer if the approved plat is not consistent with the layout of model home on the subject property, and that such risk may require modification or removal of the model home based on the approved plat before a final certificate of occupancy can be issued for the model home. The Developer agrees to indemnify and hold the CITY harmless regarding the layout and construction of the model home under this Agreement.

8. **Default.** In the event that Developer shall fail to satisfy any of its obligations set forth in this Agreement, the City shall provide Developer written notice of such default. Developer shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the City (the “**Cure Period**”). If Developer shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law including, but not limited to, exercising any applicable rights and remedies expressly set forth in this Agreement. Upon termination of the Agreement, Developer and the City will no longer have any obligations or rights regarding the Agreement or specific City obligation terminated hereunder.

9. **Violation.** Violation of this Agreement will also constitute a violation of the City Code of Ordinances, and this Agreement may also be enforced as provided therein.

10. **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 Agency:

Development Agreement
City of Cocoa and 120 Barnacle Bay, LLC.
Page 6

John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For **Developer:** _____

Comment [KE1]: Need this filled in.

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.

11. **City's Police and Permit Powers.** Nothing in this Agreement shall serve to affect or limit any power of the City of Cocoa including, but not limited to, the City's police, legislative, quasi-judicial, permitting, zoning, land use and development, and building code powers in the exercise of its decision making authority associated with the proposed redevelopment of the Property or any related application associated therewith. If Developer is in default under any of its material obligations to complete the construction of the Project, Developer agrees that the City shall have the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit being constructed in furtherance of this Agreement until such time the breach is cured.

12. **Assignment; Recordation - Agreement to Run with the Land.**

A. **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.

B. **Recordation.** The City shall record this Agreement in the Official Records of Brevard County, Florida. This Agreement shall run with the land and be binding upon the Property and successors in interest to the Property unless amended or terminated by mutual agreement of the Parties or in accordance with Section 8.

13. **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 or 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). This paragraph shall survive termination of this Agreement.

14. **Indemnification by Developer.** Developer shall be solely responsible for designing, permitting, constructing and maintaining the Project required by this Agreement. Accordingly, to the extent allowed by law, Developer agrees to indemnify and hold the City and its employees, officers, attorneys and contractors harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Developer and its employees, members, agents and contractors in the exercise of the rights arising under this Agreement. This paragraph shall survive termination of this Agreement.

15. **Developer Representations and Warranties.** The Developer hereby agrees and makes the following representations and warranties to the City:

(a) The Developer is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Agreement and bind the Property as set forth herein.

(b) The Property is free of all mortgages and liens.

16. **Miscellaneous.** The effective date of this Agreement shall be the date on which the last of the parties hereto executed this Agreement (the "***Effective Date***"). The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority to comply with the terms and conditions of this Agreement. In the event any of the parties hereto are required to enforce this Agreement by court proceedings or otherwise, each party involved in such enforcement proceedings shall bear its own attorneys' fees, whether incurred at trial, on appeal, or in conjunction with any alternative dispute resolution or bankruptcy proceeding. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions

hereof. Each party agrees to deal with the other party hereto in good faith. This Agreement may not be changed, amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by all of the parties hereto. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Unless otherwise expressly provided under this Agreement, each party shall bear their own attorney's fees and costs under this Agreement.

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:

CITY OF COCOA, FLORIDA

Witness 1

By: _____
Henry U. Parrish III, Mayor

Print Name of Witness 1

Attest:

Witness 2

By: _____
Name: _____

Print Name of Witness 2

Date: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Henry U. Parrish III, Mayor of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

Notary Public

Commission No.: _____

Approved as to legal form:

By: _____

Name: **Anthony A. Garganese**, City Attorney

Signed, sealed and delivered in the presence of:

120 BARNACLE BAY, LLC, a
Florida limited liability company

By: _____
Managing Member

Print name: _____

Witness 1

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, a Florida resident, as managing member of the Villas of Cocoa Village, LLC. He is ___ personally known to me or ___ produced the following identification _____ and did not take an oath.

Notary Public

Commission No.: _____

EXHIBIT A
(Legal Description for the Property)

EXHIBIT B
(Concept Plans)

LEGAL:

LOTS, 2, 3, 4, 5 AND 6, BLOCK 20, TRAVIS ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

TOGETHER WITH THAT PORTION OF A VACATED STREET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN ON THE NORTH LINE OF POINSETT DRIVE, AT THE SOUTHEAST CORNER OF LOT 2 IN BLOCK 20 OF TRAVIS ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN THE NORTH LINE OF POINSETT DRIVE, EAST 50 FEET TO THE WEST LINE OF THE OLD RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, THENCE RUN THE WEST LINE OF SAID RIGHT-OF-WAY NORTHWESTERLY TO ITS INTERSECTION WITH A PROLONGATION WITH THE NORTH LINE OF LOT 2, BLOCK 20, OF TRAVIS ADDITION TO COCOA AFORESAID, THENCE RUN THE PROLONGATION OF THE NORTH LINE OF SAID LOT 2 AFORESAID WEST 50 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 2, THENCE RUN THE EAST LINE OF SAID LOT 2, AFORESAID SOUTHEASTERLY TO THE POINT OF BEGINNING.

CIVIL SITE DATA:

GENERAL STATEMENT

THIS PROJECT, LOCATED NEAR THE NORTH-EAST CORNER OF FLORIDA AVENUE AND ROSA L JONES DRIVE IN THE CITY OF COCOA, INCLUDES THE CONSTRUCTION OF A COMBINATION OF ONE, TWO AND THREE STORY TOWNHOME UNITS TO TOTAL 18 PROPOSED UNITS. AMONG OTHER ITEMS THE PROPOSED IMPROVEMENTS INCLUDE NEW WATER AND SEWER SERVICES CONNECTED TO THE EXISTING CITY OF COCOA INFRASTRUCTURE AND STORMWATER TREATMENT WITH A VOLUME DETERMINED BY THE CITY OF COCOA TO PROVIDE 1" OF TREATMENT VOLUME ACROSS THE SITE.

CONTACT INFORMATION

OWNER
120 BARNACLE BAY, LLC
JOHN HALEY
6022 FARCIEDA PL UNIT 101
MELBOURNE, FL 32940
TEL: 321-427-6500
EMAIL: HALEYDEVCO@AOL.COM

SURVEYOR:
R.M. PACKARD AND ASSOCIATES
ROBERT PACKARD
197 BOUGAINVILLE DRIVE STE D
ROCKLEDGE, FL 32955
TEL: 321-632-6335
EMAIL: PACKARDSURVEY@CFLRR.COM

CIVIL ENGINEER:
ERIN L. TRAUGER, P.E.
P.O. BOX 360253
MELBOURNE, FL 32936-0253
TEL: 321-652-5316
E-MAIL: ERIN.TRAUGER@GMAIL.COM

ARCHITECT:
PHIL KEAN DESIGNS
ROGER NEVES
912 WEST FAIRBANKS AVE
WINTER PARK, FL 32789
TEL: 407-599-3922
EMAIL: ROGER@PHILKEANDSIGNS.COM

SITE DATA

TOTAL ACREAGE: 1.04 ACRES
FUTURE LAND USE: MIXED USE
ZONING CLASSIFICATION: CBD
OVERLAY DISTRICT: COCOA WATERFRONT OVERLAY DISTRICT
F.I.R.M. #12009C 0430 G (3-14-14) FLOOD ZONE X
PARCEL ID : 2426326, 2426327, 2426328
TAX ACCOUNT NUMBER: 24-36-33-80-20-2, 24-36-33-80-20-4, 24-36-33-80-20-5
ADDRESS: 6 ROSA L JONES DRIVE, COCOA, FL 32922

TOWNSHIP: 24
RANGE: 36
SECTION: 33

SITE ITEM DESCRIPTION:	ALLOWED	PROPOSED
DENSITY(UNITS/ACRE)	25	17.3
LOT SIZE (SQUARE FEET)	1600*	1123 MIN PER DEVELOPERS AGREEMENT
LOT WIDTH(FEET)	16*	20
LOT DEPTH(FEET)	80*	50.33 MIN PER DEVELOPERS AGREEMENT

* - VALUES PROVIDED IN COCOA WATERFRONT OVERLAY DISTRICT REQUIREMENTS FOR TOWNHOMES

CALCULATED PROPOSED SITE COVERAGE	SF	ACRE	PERCENT
PROPOSED IMPERVIOUS:	33,750	0.77	74%
PROPOSED PERVIOUS:	11,553	0.27	26%
TOTAL GROSS AREA:	45,303	1.04	100%

VALUE OF EXISTING IMPERVIOUS PROVIDES THE SITE COVERAGE IS AT 85%
MAXIMUM LOT COVERAGE SHALL BE 95% PER DEVELOPERS AGREEMENT
OVERALL IMPERVIOUS VALUE OF DEVELOPMENT NOT TO EXCEED ORIGINAL 85% COVERAGE

BUILDING DATA

BUILDING ITEM DESCRIPTION:	ALLOWED	PROPOSED
FLOOR TO AREA RATIO:	4.5 MAX	2.8
FLOOR AREA (SQUARE FEET):	600*	900
HEIGHT (FEET):	3 STORY MAX*	48', 3 STORY MAX WITH ROOFTOP PATIO PER DEVELOPERS AGREEMENT
LENGTH (FEET):	200 MAX	132.67
FRONTAGE BUILDOUT	90%*	25% PER DEVELOPERS AGREEMENT

* - VALUES PROVIDED IN COCOA WATERFRONT OVERLAY DISTRICT REQUIREMENTS FOR TOWNHOMES

PARKING SPACE CALCULATIONS

PARKING REQUIRED:
TOWNHOME PARKING REQUIREMENTS ARE 2 SPACES PER UNIT
18 UNITS AT 2 SPACES PER UNIT= 36 SPACES

PARKING PROVIDED:
2 PARKING SPACES PER TOWNHOME INCLUDING TWO GARAGE SPACES FOR EACH UNIT

TOTAL SPACES :
36 SPACES REQUIRED
36 SPACES PROVIDED

FIRE FLOW CALCULATIONS

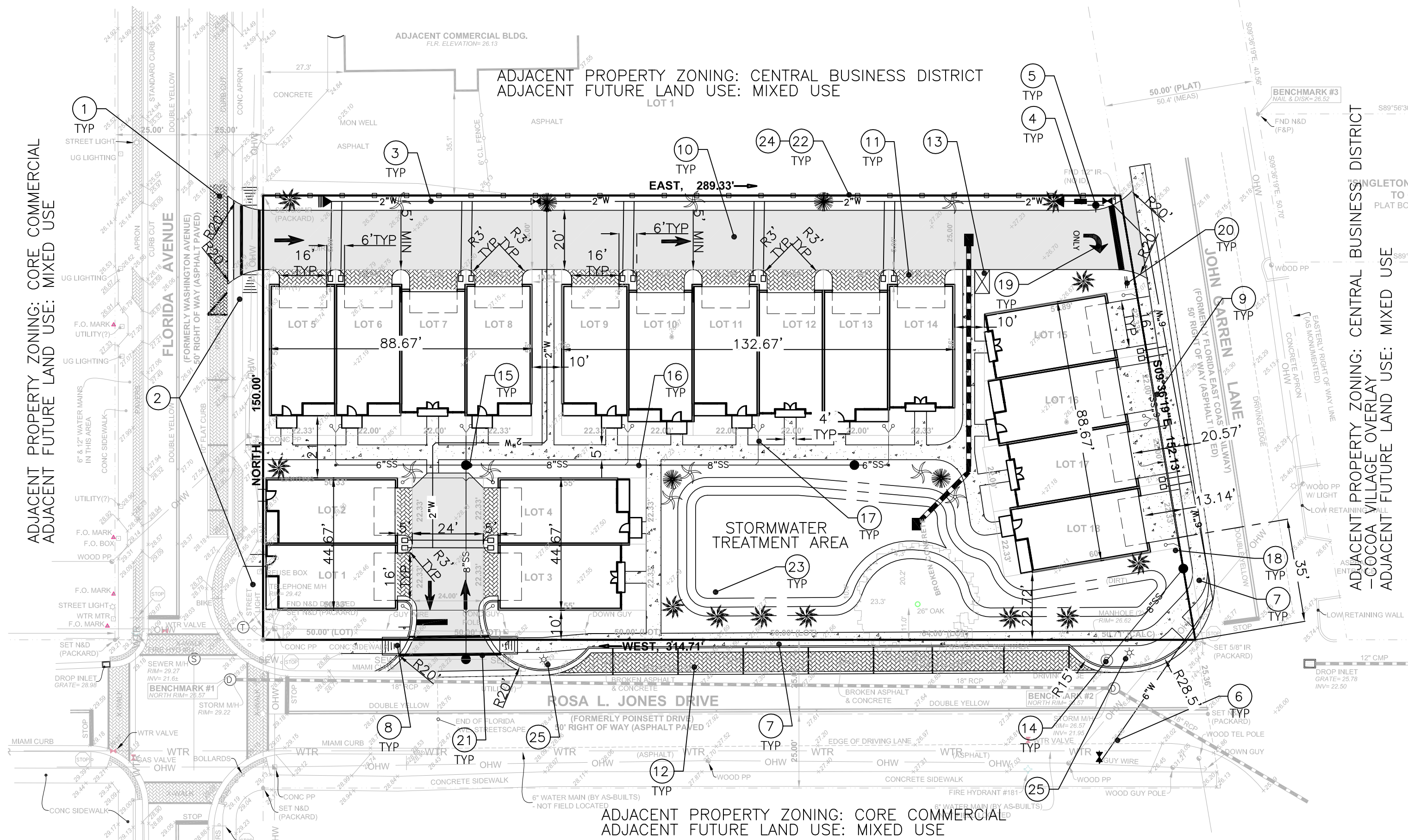
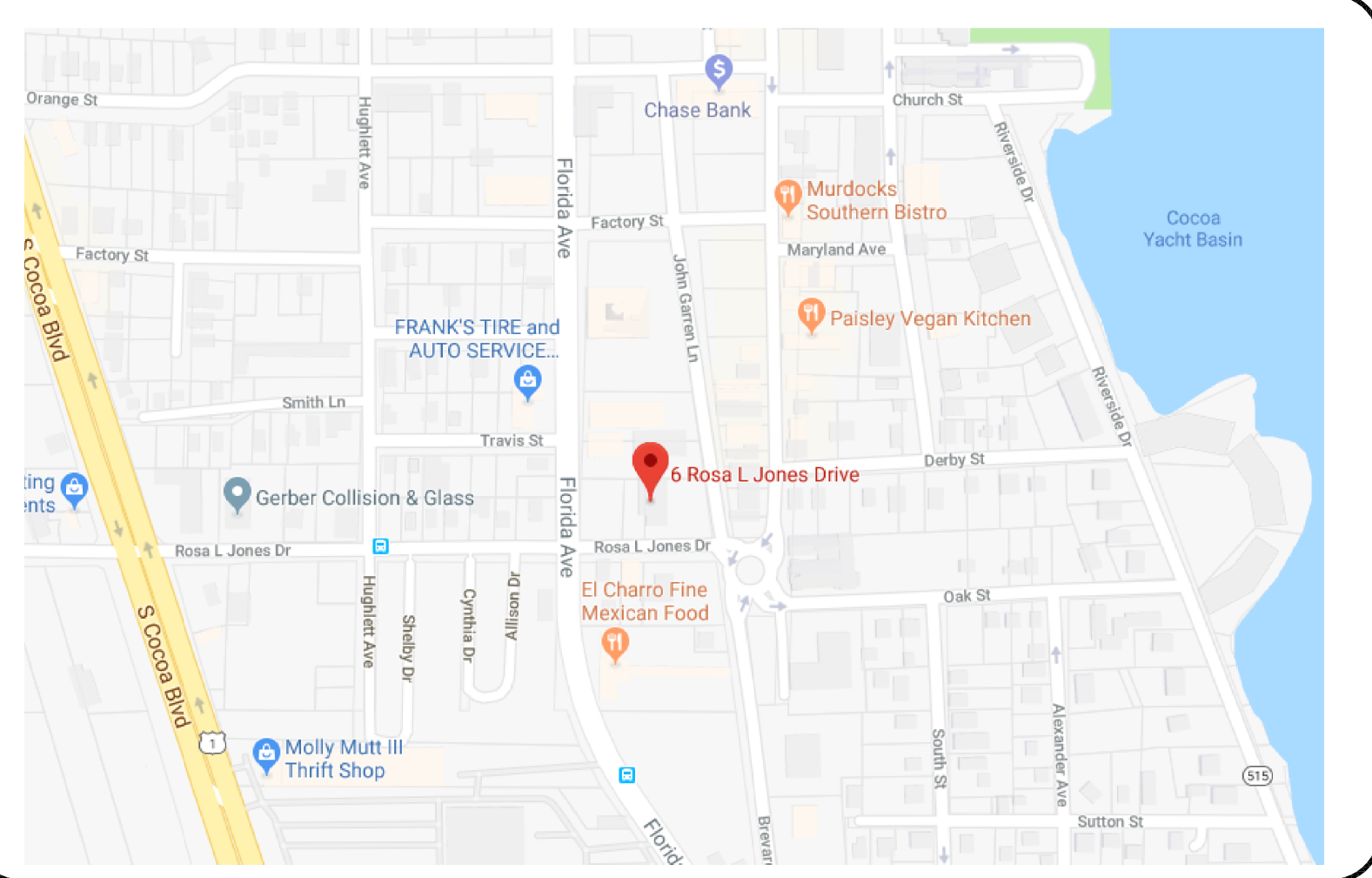
CONSTRUCTION TYPE: V
NEW BUILDING: 5,975 SF

FIRE FLOW RATE, PER FFPC TABLE 18.4.5.1.2: 2,000 GPM

NUMBER OF HYDRANTS: 1 EXISTING FIRE HYDRANT NEAR CORNER OF ROSA L JONES DRIVE AND FLORIDA AVE
1 PROPOSED FIRE HYDRANT

VICINITY MAP:

NTS



SITE PLAN EXHIBIT

1"=30'

CIVIL LEGEND:

DESCRIPTION

BUILDING OR STRUCTURE

CONCRETE SIDEWALK/CONCRETE DRIVE

ASPHALT DRIVE

PAVER SURFACE (PERVIOUS PAVEDRAIN ONLY IN ROW)

PROPOSED WATER LINE WITH FIRE HYDRANT

PROPOSED WATER LINE WITH SINGLE SERVICE

PROPOSED SEWER LINE

PROPOSED SEWER LINE WITH DOUBLE SERVICE

PROPOSED SEWER LINE WITH SINGLE SERVICE AND CLEAN OUT

STORMWATER POND CONTOUR

STORMWATER INLET AND ADS PIPE

HOLLY

CAPE MYRTLE

PALM TREE

SURVEYORS GENERAL NOTES AND ABBREVIATIONS:

- A) **MONUMENTATION** - POINTS DESIGNATED AS "SET" REPRESENT IRON RODS WITH RED PLASTIC CAPS OR METAL DISKS STAMPED "PACKARD / LS #3867".
B) **IMPROVEMENTS / UTILITIES** - ONLY VISIBLE ABOVE-GROUND FEATURES WERE LOCATED (UNLESS OTHERWISE NOTED). FOUNDATIONS, FOOTERS, SPRINKLER SYSTEMS, SEPTIC SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUB-SURFACE IMPROVEMENTS WERE NOT LOCATED (UNLESS OTHERWISE NOTED).
C) **FENCING** - DIMENSIONS FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE EXTERIOR FACE OR FABRIC SIDE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND / OR RIGHTS ARE UNKNOWN.
D) **EASEMENTS** - THOSE DEPICTED (IF ANY) ARE REFERENCED TO THE SUBDIVISION RECORD PLAT, DEED, TITLE POLICY (IF FURNISHED) OR AS PROVIDED. A TITLE SEARCH FOR EASEMENTS, RIGHTS OF WAY AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THIS SURVEYOR.
E) **POOLS** - IF DEPICTED, REPRESENT A GENERAL CONFIGURATION ONLY.
F) **RESERVATION** - UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C	= AIR CONDITIONING UNIT	FM	= FORCE MAIN (SEWER)	P/L	= PROPERTY LINE
ABC	= LENGTH OF CURVE	FND	= FOUND (FOR MONUMENTATION)	PCC	= POINT OF COMMUN CURVATURE
BM	= BENCHMARK	FPR	= FIXED POINT OF REFERENCE	PCH	= PORCH
C&G	= CURB & GUTTER	GAS	= GAS LINE OR MAIN	PCP	= PERMANENT CONTROL POINT
C/L	= CENTERLINE	HYD	= HYDRANT	PI	= POINT OF INTERSECTION
CBS	= CONCRETE BLOCK STRUCTURE	ID	= CORNER IDENTIFICATION	PRC	= POINT OF REVERSE CURVATURE
CLL	= CHAIN LINK (FENCE)	IR	= IRON ROD	PRM	= PERMANENT REFERENCE MONUMENT
CM	= CONCRETE MONUMENT	LB	= LAND SURVEYING BUSINESS	PT	= POINT OF TANGENCY
CMP	= CORRUGATED METAL PIPE	LP	= LIGHT POLE	PU	= PUBLIC UTILITY (EASEMENT)
CONC	= CONCRETE	LS	= LAND SURVEYOR	RAD	= RADIUS OF CURVE
CPP	= CONCRETE POWER POLE	MES	= MITERED END SECTION	RCP	= REINFORCED CONCRETE PIPE
CTV	= CABLE TELEVISION FACILITY	MTR	= METER (ELECTRIC / WATER)	RU	= REUSE
D	= DRAINAGE (EASEMENT)	MH	= MANHOLE	R/W	= RIGHT OF WAY
DEL	= CENTRAL ANGLE OF CURVE	N&D	= NAIL & DISK	SET	= PLACED MONUMENTATION
DIG	= DOWN GUY	N&T	= NAIL & TIN-TAB (NO IDEN.)	TEL	= TELEPHONE FACILITY
ELEC	= ELECTRIC FACILITY	OHW	= OVERHEAD WIRES	USE	= UNDERGROUND ELECTRIC
EL	= EDGE OF PAVEMENT	UGT	= UNDERGROUND TELEPHONE	WTR	= WATER MAIN
EL	= ELEVATION	PC	= PAGE	WLP	= WOOD LIGHT POLE
F	= FINISHED FLOOR ELEVATION	P.B.	= PLAT BOOK	WPP	= WOOD POWER POLE
FH	= FIRE HYDRANT	PC	= POINT OF CURVATURE		

GENERAL NOTES:

- LANDSCAPING AND BUFFERING SHALL BE IN ACCORDANCE WITH ARTICLE XIII AND OTHER APPLICABLE ZONING AND CODE REQUIREMENTS.
- STORMWATER FOR THE SITE PROVIDES 1" OF TREATMENT VOLUME CALCULATED OVER THE SITE ACREAGE OF XXX.
- CURBSIDE PICKUP IS PROPOSED FOR WASTE MANAGEMENT.
- ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEMS.
- ALL SEWER COLLECTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF WASTEWATER COLLECTION SYSTEMS.
- ALL SIGNS TO BE SHEETED WITH HIGH-INTENSITY OR BETTER REFLECTIVE SHEETING. ANY DEBRIS ENTERING THE CITY SEWER SYSTEM WILL NEED TO BE REMOVED AT THE CONTRACTORS EXPENSE.
- THERE WILL BE NO METER BOXES, OR VALVE BOXES IN EXISTING OR PROPOSED SIDEWALK AREAS.
- IF THE SEPARATION BETWEEN A STORM PIPE AND SEWER LINE WITH STORM ABOVE SEWER IS LESS THAN 18", THE SEWER PIPE MUST BE UPGRADED WITH A 20' STICK OF C-900 GREEN IN COLOR. CONCRETE SADDLES MUST SUPPORT THE STORM PIPE.
- MAXIMUM ELEVATION CHANGE AT THE ACCESSIBLE DOORS SHALL NOT EXCEED 1/4".
- ANY AREAS OFF-SITE MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION. MATCH EXISTING GRASS TYPE WITH NEW SOD FOR ALL DISTURBED AREAS.
- ALL INVASIVE AND NON-NATIVE TREES MUST BE REMOVED.
- IF 3' OF COVER CANNOT BE MAINTAINED OVER THE SANITARY SEWER LINE, THE SEWER LINE MUST BE UPGRADED TO C-900 GREEN IN COLOR.
- ALL STREETS AND STORMWATER CONSTRUCTION SHALL BE ACCORDANCE WITH CITY OF COCOA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVING AND DRAINAGE SYSTEMS.
- ALL DRAINAGE SYSTEMS WILL BE PRIVATELY MAINTAINED ON-SITE.
- PROVIDE TRUNCATED DOMES AND TACTILE SURFACE ON FULL LENGTH OF ALL RAMPS PER FLORIDA BUILDING CODE REQUIREMENTS. SEE TYPICAL DETAILS.
- MECHANICAL JOINT RESTRAINTS SHALL BE INSTALLED AT ALL CONNECTIONS, ON ANY BENDS, TEES, AND FIRE HYDRANTS.
- IRRIGATION HEADS MUST BE SHOWN AS PURPLE IN COLOR.
- ALL ASPHALT CUTS ARE TO BE STRAIGHT CUTS WITH NO JIG SAW PUZZLE CUTS.
- ALL SIDEWALK AND CURBS ARE TO BE STRAIGHT CUTS.
- ALL EXTERIOR WALLS LOCATED LESS THAN 10 FEET FROM PROPERTY LINES SHALL BE 1-HOUR FIRE RATED.

CIVIL SITE NOTES:

- PROVIDE DRIVEWAY DEMARCATION PAVERS WITH LINWORK SUBJECT TO CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROTECT, MAINTAIN OR RELOCATE EXISTING CRAPE MYRTLES AND THE ASSOCIATED TREE WELLS AS NECESSARY.
- PROVIDE WATER LINE SUPPLY SUBJECT TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE MASTER METER OR SERVICE METER BANKS SUBJECT TO FDEP AND CITY OF COCOA UTILITY REQUIREMENTS AND APPROVALS.
- PROVIDE FIRE HYDRANT ASSEMBLY SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE OPEN CUT INSTALLATION OF WATER LINE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE 5' WIDE SIDEWALK PER CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE CONCRETE 6' LONG, 6" RISE HANDICAP ACCESSIBLE RAMPS PER FDOT AND FLORIDA BUILDING CODE REQUIREMENTS.
- PROVIDE CONCRETE DRIVEWAY PAVEMENT SECTION PER CITY OF COCOA REQUIREMENTS.
- PROVIDE ASPHALTIC PAVEMENT SECTION PER CITY OF COCOA REQUIREMENTS.
- PROVIDE PAVEMENT SECTION ON SITE IN AREA OF HATCH PER CITY OF COCOA REQUIREMENTS.
- PROVIDE PAVEDRAIN PERVIOUS PAVEMENT SECTION IN RIGHT-OF-WAY ONLY IN AREA OF HATCH PER CITY OF COCOA REQUIREMENTS.
- PROVIDE MAIL KIOSK PER UNITED STATES POSTAL SERVICE APPROVAL.
- PROVIDE NEW 8" CONNECTION TO EXISTING MANHOLE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE NEW MANHOLE AND 8" PVC SANITARY SEWER LINE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE SANITARY SEWER LINE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE DOUBLE SANITARY SEWER SERVICE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE A SINGLE SANITARY SEWER SERVICE SUBJECT TO FDEP AND CITY OF COCOA REQUIREMENTS AND APPROVALS.
- PROVIDE THERMOPLASTIC WHITE 24" STOP BAR AND THERMOPLASTIC WHITE DIRECTIONAL ARROWS PER FDOT INDEX NO. 17346.
- PROVIDE STOP SIGN PER MUTCD R1-1 AND CITY OF COCOA REQUIREMENTS.
- PROVIDE THERMOPLASTIC WHITE PARALLEL CROSSWALK STRIPING PER FDOT INDEX NO. 17346.
- PROVIDE 6' TALL OPAQUE FENCE PER CITY OF COCOA REQUIREMENTS.
- PROVIDE STORMWATER TREATMENT AREA TO MEET CITY OF COCOA TREATMENT VOLUME REQUIREMENTS OF 1" OVER THE SITE AREA.
- PROTECT AND MAINTAIN EXISTING DRAINAGE PATTERNS OF ADJACENT PROPERTIES, DO NOT BLOCK POSITIVE DRAINAGE PATHS.
- PROVIDE STREET LIGHT POLE SUBJECT TO CITY OF COCOA PUBLIC WORKS REQUIREMENTS AND APPROVALS.

ERIN TRAUGER CONSULTING ENGINEER

P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE
120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

SITE PLAN EXHIBIT

ERIN L. TRAUGER
FL P.E. #65576

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DATE: 8-6-18

SECTION: 33

TOWNSHIP: 24

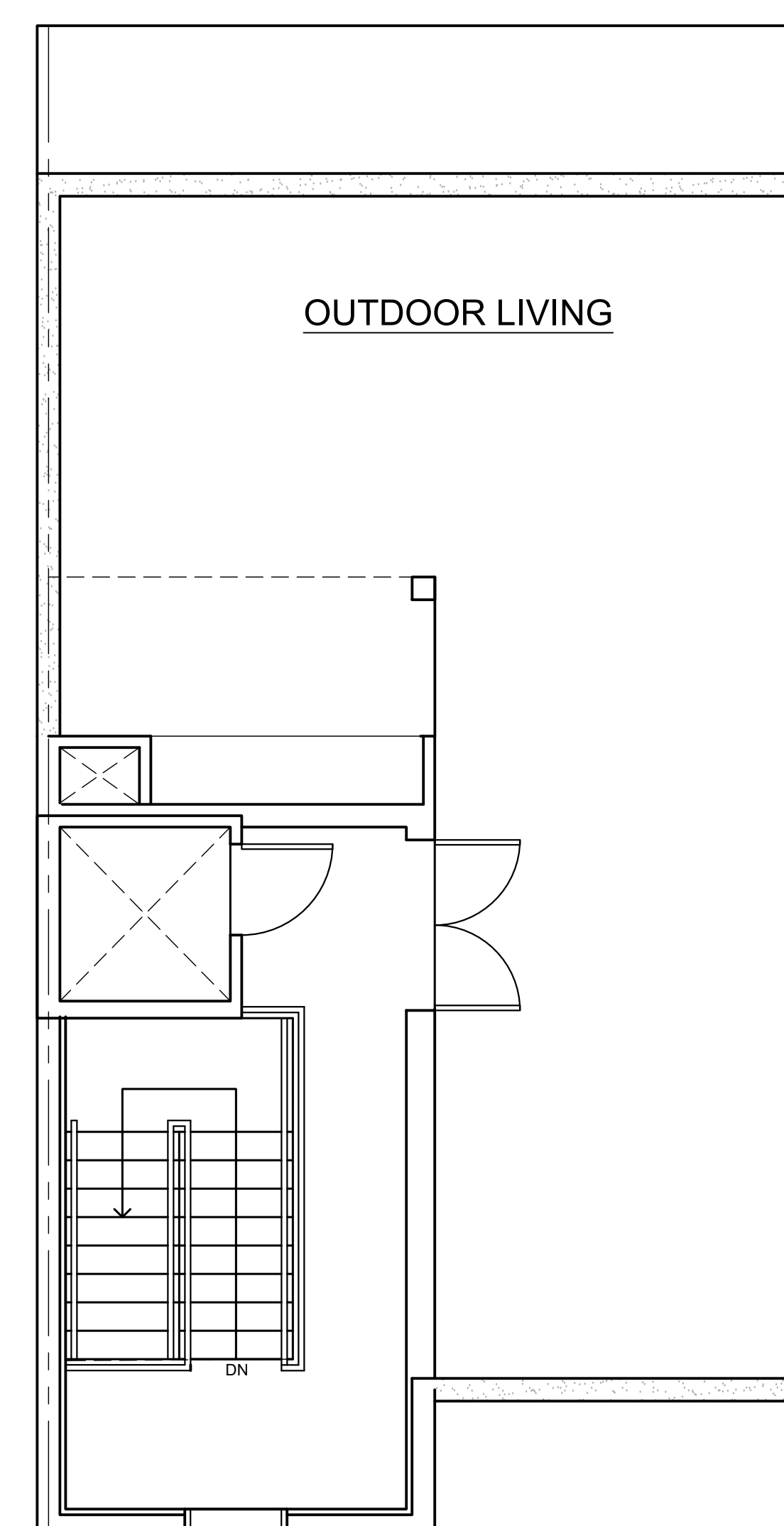
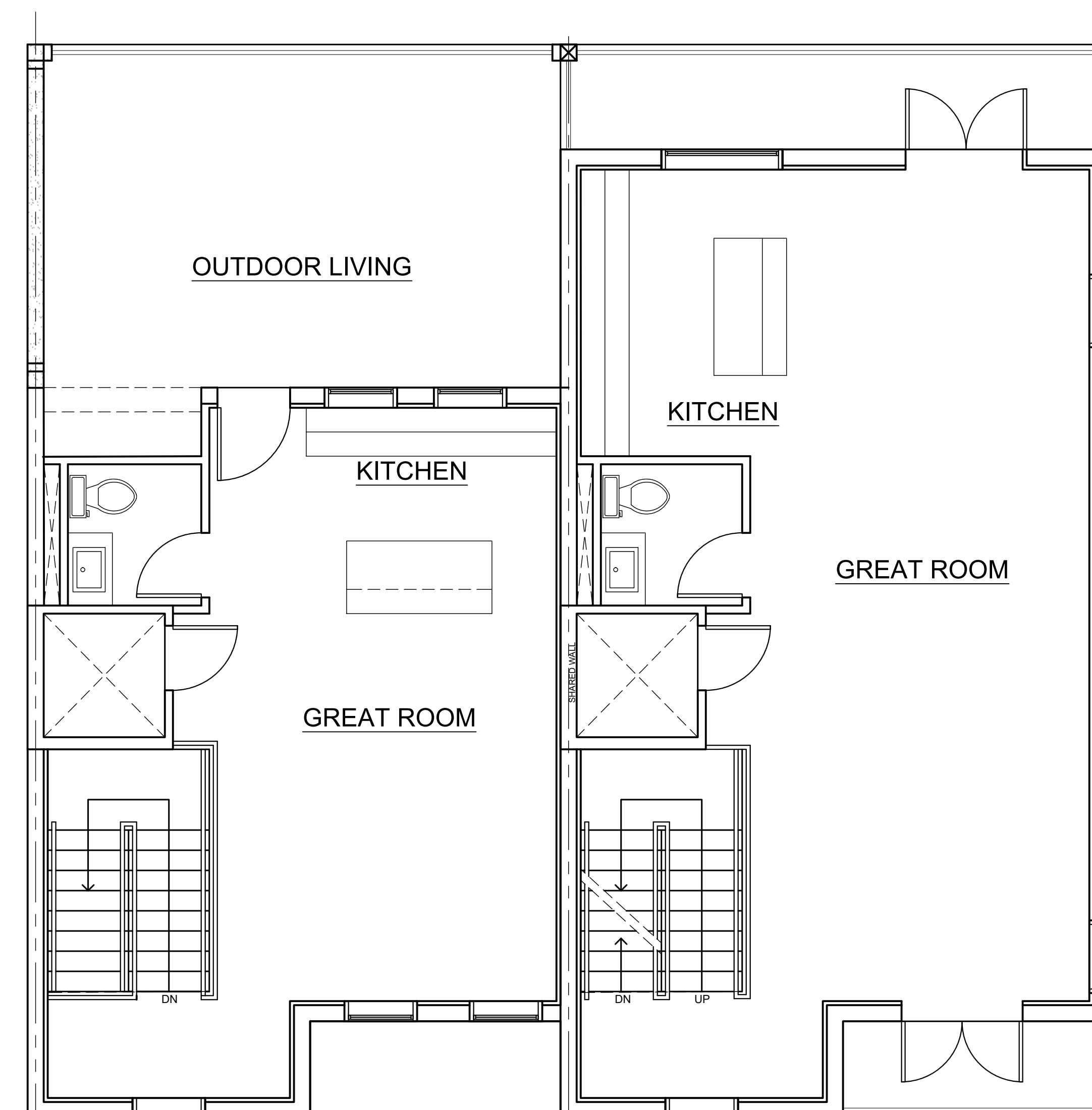
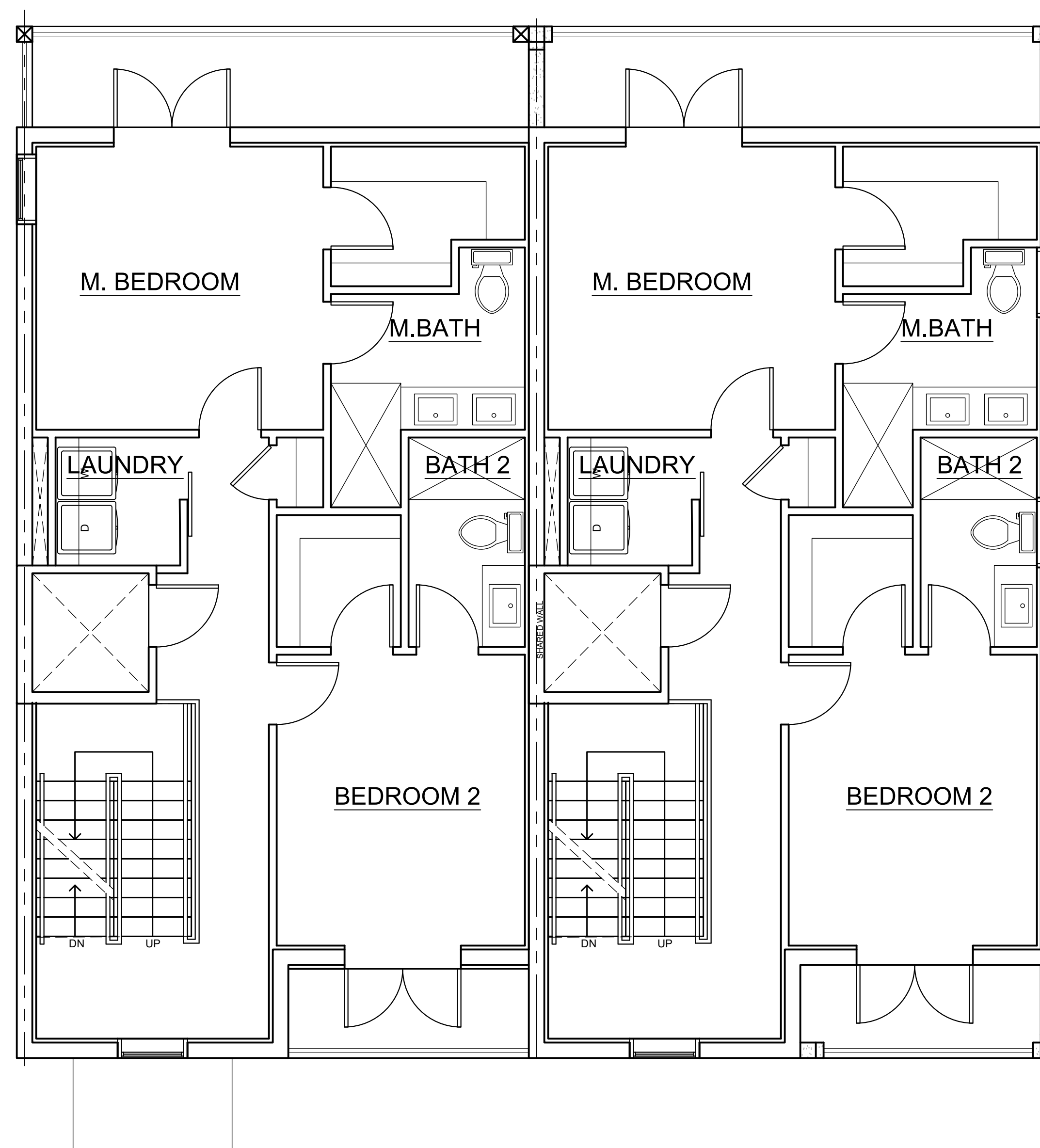
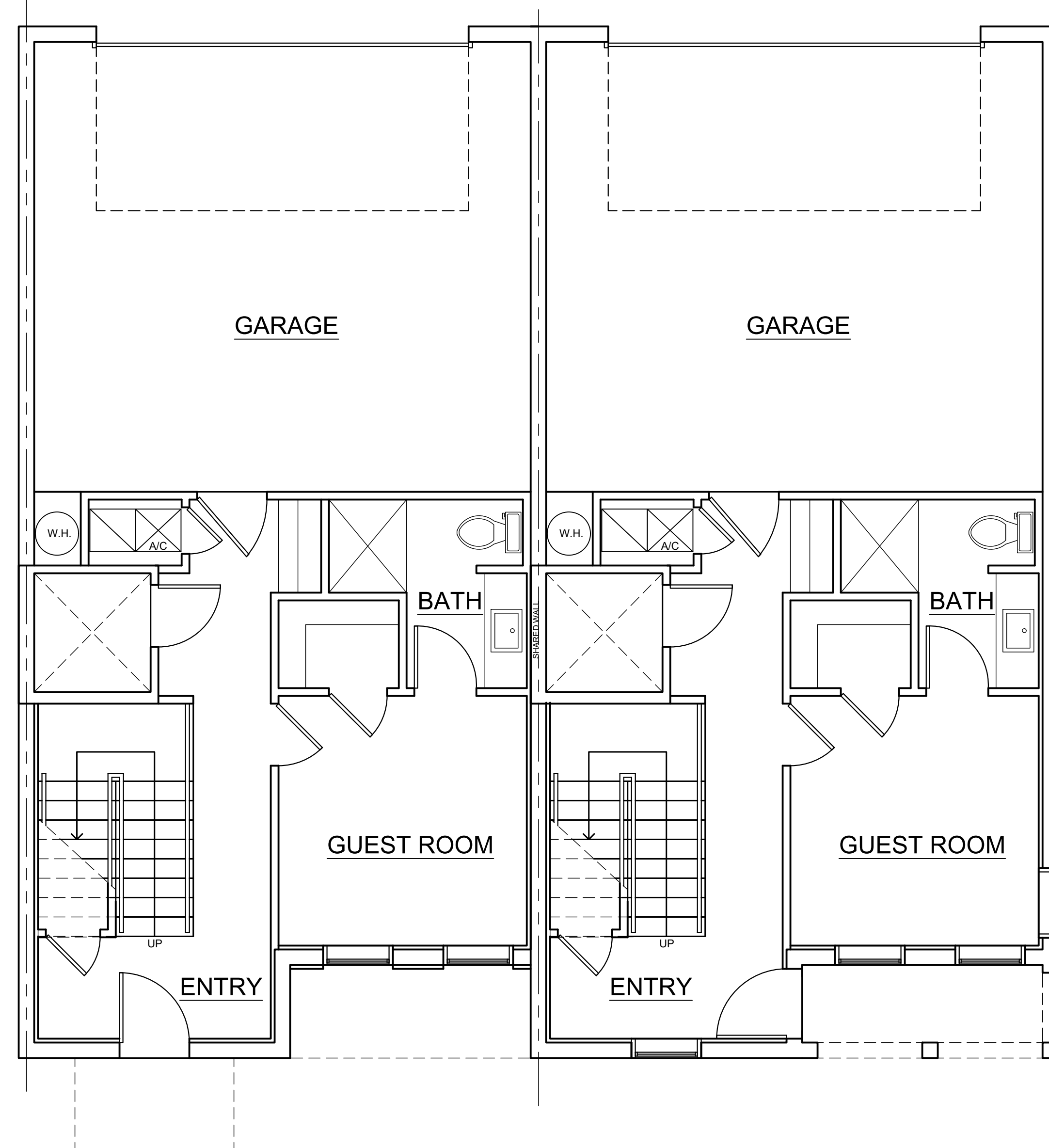
RANGE: 36

SCALE: 1"=30'

DRAWING NO.

EX-1

PROJECT: 17-108



ISSUE DATE: _____

ARCHITECT:

ARCHITECTURE
CONSTRUCTION
INTERIORS

912 W. Fairbanks Avenue
Winter Park, Florida 32789
Phone: 407-599-3922
Fax: 407-599-3923
WWW.PHILKEANDDESIGNS.COM

PROJECT:

THE COTTAGES AT COCOA VILLAGE
Cocoa, FL

PLAN REVISIONS	NGS. ANY
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[illegible][illegible]

DESIGNER:

ROGER NEVES

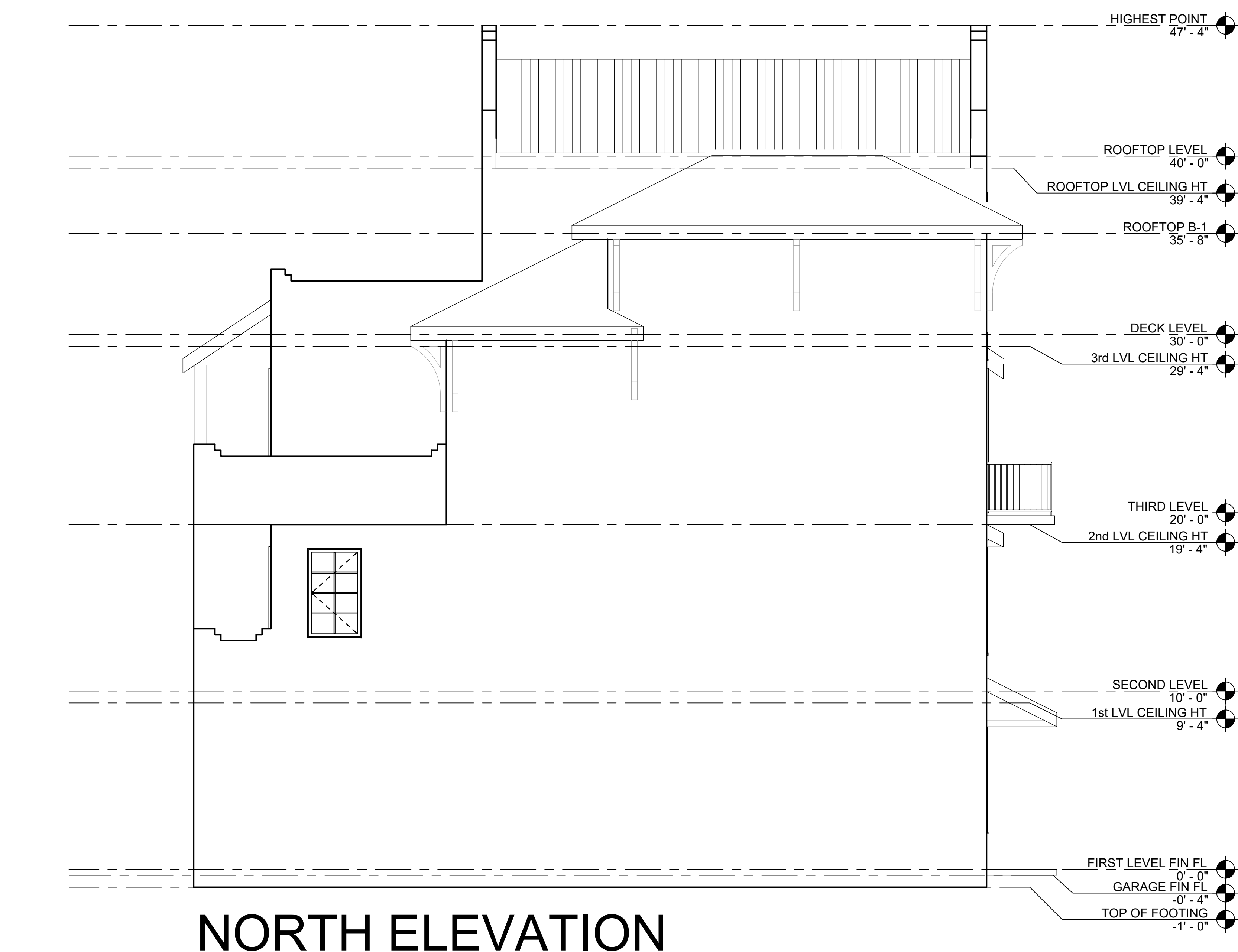
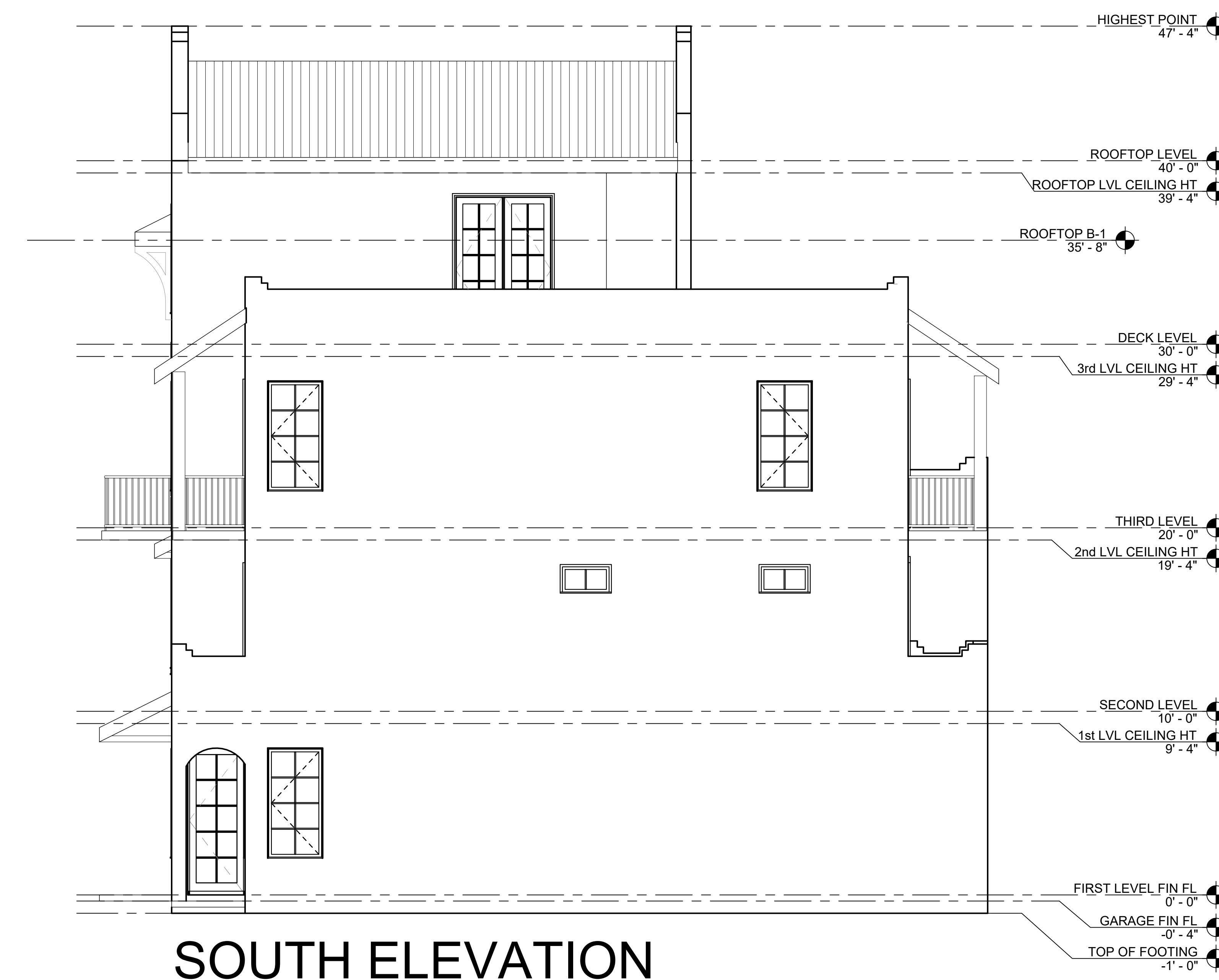
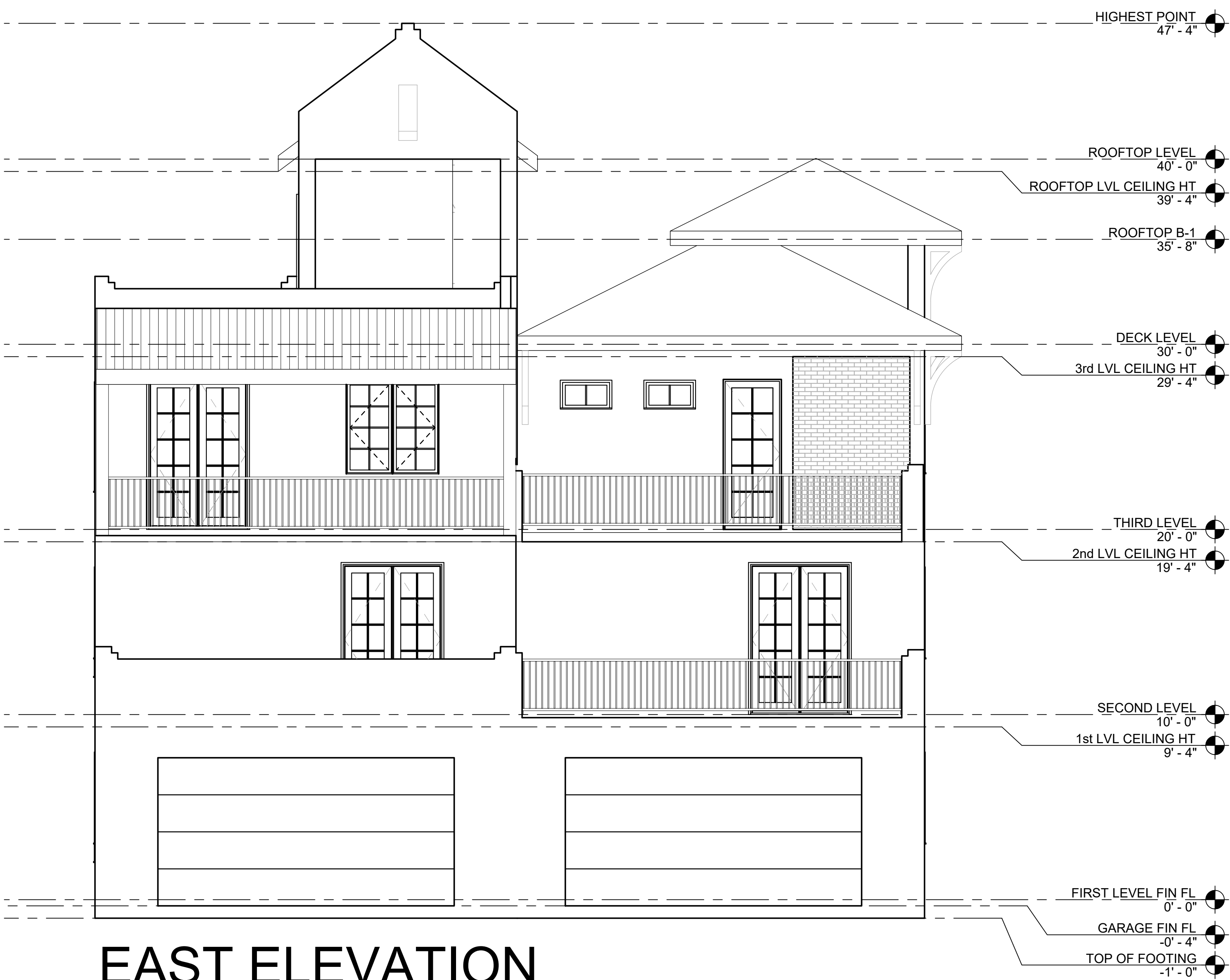
DRAWN BY:
CAROL PEREZ

SHEET	NO.	DATE	BY	CHECKED	APPROVED	REVISION	SCALE	PROJECT	SHEET
DESCRIPTION:									

FLOOR PLAN

SHEET NUMBER

A1.1



ISSUE DATE: _____

ARCHITECT:

ARCHITECTURE
CONSTRUCTION
INTERIORS

912 W. Fairbanks Avenue
Winter Park, Florida 32789
Phone: 407-599-3922
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PROJECT:

THE COTTAGES AT COCOA VILLAGE

PLAN REVISIONS	NO. AND
----------------	---------

[illegible][illegible]

DESIGNER:

ROGER NEVES

DRAWN BY:

CAROL PEREZ

**SHEET
DESCRIPTION:**

EXTERIOR ELEVATIONS

SHEET NUMBER

A5.0



schematic design

THE COTTAGES

AT COCOA VILLAGE



schematic design

THE COTTAGES

AT COCOA VILLAGE

