



TUTTLE ARMFIELD WAGNER

APPRAISAL & RESEARCH, INC.

**REAL ESTATE APPRAISAL REPORT
OF 4.932 ACRES OF COMMERCIAL LAND
LOCATED AT:
915 FLORIDA AVENUE,
COCOA, BREVARD COUNTY, FL 32922
CLIENT FILE #: 081965**

Prepared For:
Ms. Charlene Neuterman,
Community Services Director
The City of Cocoa
65 Stone Street
Cocoa, FL 32922

Effective Date of the Appraisal:
December 29, 2023

Date of the Report:
January 26, 2024

Prepared by:
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.
Matthew Jehs, MAI, State Certified General Real Estate Appraiser RZ2806
Jason Malick, Trainee Appraiser RI25267

File Name: AC24-2425

Tuttle-Armfield-Wagner Appraisals & Research, Inc.
412 E. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806
Email: taw@t-a-w.com
Phone: (321) 723-7010

Gary DiGiacomo Cert Gen RZ1630
Email: tawres@t-a-w.com
Fax: (321) 723-4375

January 26, 2024

Mrs. Charlene Neuterman,
Community Services Director
The City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Real Estate Appraisal Report
Multi-Family
915 Florida Avenue,
Cocoa, Brevard County, FL 32922
File Name: AC24-2425 Client Purchase Order File # 081965

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

The subject represents 4.932 acres of commercially zoned land. The majority of the site is zoned "CC" Core Commercial and a small portion is zoned "C2", General Commercial. The property is further identified as Brevard County Property Appraiser Parcel ID #'s 24-36-33-80-23 and 24-36-33-00-755. The western portion of the subject property (land fronting US 1) supports three billboards which are currently leased to LAMAR under a single lease. The subject zoning allows for 125 dwelling units per acre to be developed up to a maximum of 616 for the subject parcel suitable for multi-family residential development or hotel/motel use.

The property is further identified as 915 Florida Avenue, Cocoa, Brevard County, FL 32922 and Brevard County Property Appraiser Parcel IDs 24-36-33-80-23 and 24-36-33-00-755.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate in its "As Is" condition, effective December 29, 2023. This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Extraordinary Assumptions, we have made the following value conclusions:

Value Conclusions						
Premise	Interest Appraised	Effective Date	Value Conclusion	Proposed Units	Price per Unit	Market Exposure
Current As Is Market Value	Fee Simple	12/29/2023	\$8,654,000	616	\$14,000	3-4 Months

Appraiser's Note: The above value includes the value of the subject parcel at \$14,000 per multi-family unit + the contributing value of the billboard at \$30,000. Our value conclusion employs the Extraordinary Assumption that all 616 units could be physically situated on the site at a density of 125 per unit. However, we have not been presented with civil engineering plans verifying that the total maximum units allowed are also physically possible. If civil engineering determines that the number of actual units available to be developed and meeting all municipal and zoning requirements are less than 616 units, it could materially affect the value conclusion.

Please reference Page 7 of this report for important information regarding the Limiting Conditions and Assumptions; Page 10 for Extraordinary Assumptions, and Page 15 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraisers have performed a prior appraisal on April 9, 2021 and September 22, 2022. This was disclosed to client prior to engagement. No other appraisals or services regarding the subject property have been completed within the past three-year period preceding acceptance of this assignment. The intended users of this report are The City of Cocoa, and is intended only for use by them in estimating the market value of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter. We thank you for the opportunity to provide our professional services.

Respectfully submitted,
Tuttle-Armfield-Wagner Appraisal & Research, Inc.


Matthew W. Jehs, MAI
Cert Gen RZ2806


Jason Christopher Malick
Trainee, RI25267

TABLE OF CONTENTS

Summary of Important Facts and Conclusions	5
Limiting Conditions and Assumptions	7
Extraordinary Assumptions	10
Identification of Subject.....	11
Purpose of the Appraisal	11
Client.....	11
Intended Use and User of Appraisal	11
Existing Leases, Rentals or Use Agreements	11
Owner of Record and Sales History.....	12
Legal Description.....	13
Scope of Work	15
Location Maps	17
Neighborhood Analysis	18
Zoning	35
Assessment and Taxes	39
Property Description	40
Highest and Best Use.....	48
Valuation Methodology	59
Sales Comparison Approach – Land Valuation.....	60
Land Comparables – As Is.....	60
Sales Comparison Approach Conclusion.....	72
Billboard Analysis	73
Final Reconciliation	88
Certification	90
Addenda	91
Definitions.....	92
Professional Qualifications	95

Summary of Important Facts and Conclusions

Report Dates	
Report Date	1/26/2024
Inspection Date	12/29/2023
As Is Date of Value	12/29/2023

Subject Summary	
Property Name	Vacant Land/MF Development 915 Florida Avenue
Property Major Type	Land
Address	915 Florida Avenue
City	Cocoa
County	Brevard
State	FL
Zip	32922
Tax ID	24-36-33-80-23, 24-36-33-00-755
Owner	COCOA, CITY OF
Land SF	214,838
Acres	4.932
Zoning	C-C;RMU
Zoning Type	Core Commercial District;Redevelopment Mixed Use District

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Traffic Count	Access
24-36-33-80-23	4.322	188,266	4.322	188,266	4,180	Average
24-36-33-00-755	0.61	26,572	0.61	26,572	35,750	
Totals	4.932	214,838	4.932	214,838		

Real Estate Assessment and Taxes					
Tax ID	Total Assessment	Tax Rate	Ad Valorem Taxes	Non Ad Valorem Taxes	Total Parcel Taxes
24-36-33-80-23	\$376,360	16.6407000	\$0.00	\$0.00	\$0.00
24-36-33-00-755	\$52,480	16.0075000	\$0.00	\$0.00	\$0.00
Totals	\$428,840				\$0.00

Notes: The subject is municipally owned property and is exempt from Ad Valorem and Non-Ad Valorem taxes.

Value Conclusions				
Premise	Interest Appraised	Effective Date	Value Conclusion	Market Exposure
Current As Is Market Value	Fee Simple	12/29/2023	\$8,775,000	3-4 Months

Extraordinary Assumptions

A current professional title search was not available for our use in this assignment. Therefore, we assume that no easements, encroachments, or deed restrictions exist which would adversely affect the subject utility and hence market value, other than as described herein.

We were not provided with a Phase I Environmental Audit regarding any potential hazardous materials which may impact the subject property. Our value estimate assumes that no contamination or other issues adversely impact the subject property. Additionally, no archaeological or historical resources report was provided for our review. We assume no archaeological or historical resources have been documented on the subject property which would adversely impact development of the site.

The subject contains 0.61 acres of land zoned C2, General Commercial, in the City of Rockledge. This zoning classification allows for high density multi-family development up to 30 units per acre with density bonuses. City of Cocoa CC zoning for the remainder of the parcel allows for a density of 125 units per acre. We employ an extraordinary assumption that a development of the property would be able to utilize the density credit for both land parcels, a total of 4.932 acres x 125 units per acre for a total of 616 achievable units. Further, we note that there are projects within Brevard County that are physically achieving a similar or higher density. Thus, with the information currently available, we assume 616 units are legally and physically possible. However, we have not been presented with civil engineering plans verifying that the total maximum units allowed are also physically possible. If civil engineering determines that the number of actual units available to be developed and meeting all municipal and zoning requirements are less than 616 units, it could materially affect the value conclusion.

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.
2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.
4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.
8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.
10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.
13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.
14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).
15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.
16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

Extraordinary Assumptions

A current professional title search was not available for our use in this assignment. Therefore, we assume that no easements, encroachments, or deed restrictions exist which would adversely affect the subject utility and hence market value, other than as described herein.

We were not provided with a Phase I Environmental Audit regarding any potential hazardous materials which may impact the subject property. Our value estimate assumes that no contamination or other issues adversely impact the subject property. Additionally, no archaeological or historical resources report was provided for our review. We assume no archaeological or historical resources have been documented on the subject property which would adversely impact development of the site.

The subject contains 0.61 acres of land zoned C2, General Commercial, in the City of Rockledge. This zoning classification allows for high density multi-family development up to 30 units per acre with density bonuses. City of Cocoa CC zoning for the remainder of the parcel allows for a density of 125 units per acre. We employ an extraordinary assumption that a development of the property would be able to utilize the density credit for both land parcels, a total of 4.932 acres x 125 units per acre for a total of 616 achievable units. Further, we note that there are projects within Brevard County that are physically achieving a similar or higher density. Thus, with the information currently available, we assume 616 units are legally and physically possible. However, we have not been presented with civil engineering plans verifying that the total maximum units allowed are also physically possible. If civil engineering determines that the number of actual units available to be developed and meeting all municipal and zoning requirements are less than 616 units, it could materially affect the value conclusion.

Identification of Subject

The subject represents 4.932 acres of commercially zoned land. The majority of the site is zoned "CC" Core Commercial and a small portion is zoned "C2", General Commercial. The property is further identified as Brevard County Property Appraiser Parcel ID #'s 24-36-33-80-23 and 24-36-33-00-755. The western portion of the subject property (land fronting US 1) supports three billboards which are currently leased to LAMAR under a single lease. The subject zoning allows for 125 dwelling units per acre to be developed up to a maximum of 616 for the subject parcel suitable for multi-family residential development or hotel/motel use.

The property is further identified as 915 Florida Avenue, Cocoa, Brevard County, FL 32922 and Brevard County Property Appraiser Parcel ID 24-36-33-80-23 and 24-36-33-00-755 with Tax Account IDs 2426343 and 2425547.

Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current 'As Is' Market Value of the subject property's Fee Simple estate effective December 29, 2023. The "Market Value" and "Fee Simple" interests are defined in the Addendum.

Client

This appraisal report has been prepared for Mrs. Charlene Neuterman, Community Services Director with The City of Cocoa located at 65 Stone Street Cocoa, FL 32922.

Intended Use and User of Appraisal

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. The client will rely upon this appraisal for internal use, including but not limited to, determining the market value of the subject, for conveyance purposes.

This report is not intended for any other use or user. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Existing Leases, Rentals or Use Agreements

The subject property has three billboards located on the U.S. One fronting portion of the land which are currently leased to LAMAR. This lease will be discussed in detail later in the report.

Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates current ownership is listed as City of Cocoa, Florida. The subject property was purchased by the current property owner from Winona Holdings LLC on February 25, 2016, for a recorded purchase price of \$800,000. The transaction was recorded via Special Warranty Deed in ORB 7558, Page 1881, Public Records of Brevard County, Florida. There are no known listings or current contracts encumbering the subject property at this time.

Subject Sale History	
Transaction Type	Closed Sale
Price	\$800,000
Date	2/29/2016
Days on Market	Unknown
Book/Page or Reference Doc.	4
Grantor	Winona Holdings LLC
Grantee	City of Cocoa, Florida
Property Rights	Fee Simple
Financing	Market Terms
Conditions of Sale	None Noted
Verification Source	BCPAO
Comments	<p>This is the older closed sale of 4.932 acres of vacant land located in the City of Cocoa. The parcel had previously been utilized for mobile homes but is now vacant land. The current zoning is split between Cocoa and Rockledge as the property straddles the town line and is zoned for commercial development. The proposed use is for multi-family development.</p> <p>The property sold on February 29, 2016 for \$800,000 or \$164,609 per acre. The buyer was the City of Cocoa. There was no additional information as this was a private transaction.</p>

Based on Information obtained from the client, various recognized published data sources and / or the county assessor's records, the subject property ownership history has no prior sales in the last three years.

This information was verified with the Brevard County Property Appraiser records. We assume this information is accurate as described by ownership and public records, however, if further verification is required, we strongly suggest it be obtained via a current title search.

Appraiser's Note: Recently, significant changes have been made to the zoning and density allowances available to the subject property. As a result, its utility and development yield potential are far greater than at the time of the last sale.

Legal Description

The following Legal Description was obtained via Brevard County records, Clerk of Courts, provided leases, and survey. We assume it is correct but strongly advise a current title policy be obtained if further verification is necessary.

Address: 915 Florida Avenue, Cocoa, Brevard County, FL 32922
Parcel IDs: 24-36-33-80-23 and 24-36-33-00-755.

Parcel One:

All of Block 23 of S. F. Travis' Addition to the City of Cocoa as shown by plat recorded in Plat Book 1, Page 71, Public Records of Brevard County, Florida, and the North 80 feet of the land lying immediately South of said Block 23 and lying between the center line of Hughlett Avenue, Cocoa, Florida, extended, and the West line of the right of way of U.S. Highway 1 (now known as Florida Avenue) and being a portion of Section 33, Township 24 South, Range 36 East, and also being part of the lands described in Deed Book 289, Page 255, Public Records of Brevard County, Florida.

Parcel Two:

All that part of S.F. Travis' Addition to Cocoa, as per plat filed for record on the 4th day of May, 1907, Plat Book 1, Page 71, in the office of the Clerk of the Circuit Court of Brevard County, Florida, and more particularly described as follows: Begin on the South boundary line of above plat, or addition, at the Southeast corner of Camp Street (now Hughlett Avenue), thence run East along said South boundary line two hundred (200) feet to alley, thence North along the West line of said alley three hundred forty-nine (349) feet and two (2) inches, thence West along the South side of Paterson Street two hundred (200) feet, thence South along the East side of Camp Street (now Hughlett Avenue) to the Place of Beginning.

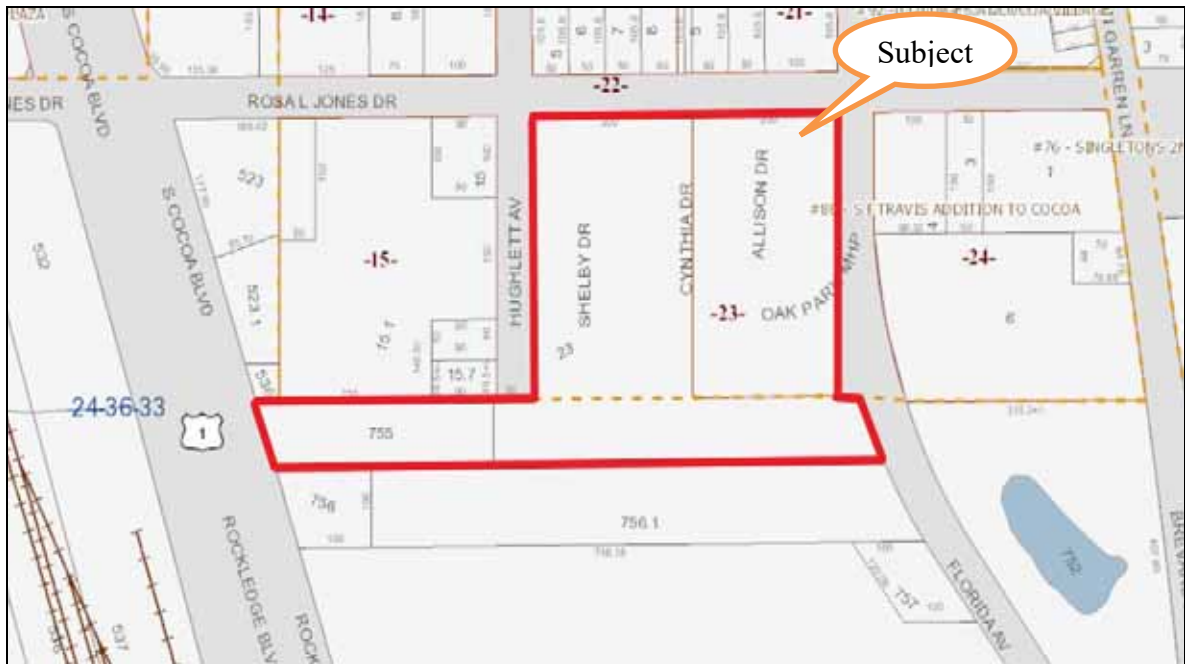
Parcel Three:

A vacated 20 foot wide alley as shown in Resolution No. 2013-136 and recorded in Official Records Book 7032, Page 2196.

Parcel Four:

Beginning at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 36 East, thence go East following the North line of said Southwest 1/4 to its intersection with the West line of Camp Street located in the City of Cocoa, projected; thence South along the West side of said Camp Street projected a distance of 80 feet; thence go West to the West line of the Southeast 1/4 of said Section 33, Township 24 South, Range 36 East; thence go North a distance of 80 feet to the Point of Beginning. (Otherwise known as the property located on Hughlett Street, Cocoa, Florida). Together with that vacated portion of Camp Avenue now known as Hughlett Street, lying immediately adjacent on the East. Less and except those lands lying and being in the right-of-way of U.S. Highway #1 on the west.

Plat Map



Aerial



The aerial depictions are from the Brevard County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

Scope Summary - Definition of the Problem

Problem

The purpose of the appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis.

Intended Use

The client will rely upon this appraisal for internal use, including but not limited to, determining the market value of the subject, for conveyance purposes.

Intended User(s)

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

Appraisal Report

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

Utilized Approaches to Value

Cost Approach

☐

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

☒

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

☐

The subject is vacant land and this method does not accurately reflect market participant actions.

Scope of Work

Property Identification

The subject has been identified by the assessors' parcel number, legal description, and address.

Is this a 'Land Only' appraisal?

yes

Inspection

An inspection of the subject property has been made, with photographs.

Zoning

A review of zoning and applicable land use controls has been made.

Market Analysis

The subject marketing area and surrounding neighborhoods within the county were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends were considered. A summary of the most pertinent details is presented.

Highest and Best Use Analysis

An "As Vacant" and "As Improved" H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.

Information Sources

The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.

Information Not Available

We had sufficient information to conclude a reliable value conclusion.

Comments

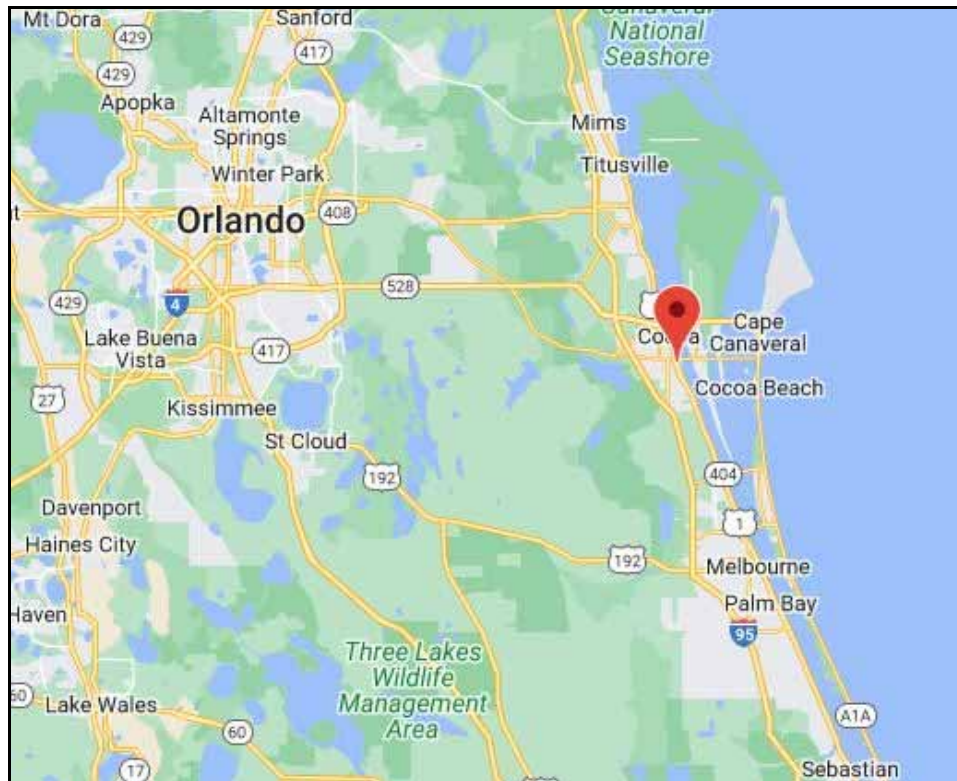
The employed methods and level of analysis provides a credible value conclusion for the subject property.

Competency Comment

The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Location Maps

Regional Perspective



Neighborhood Perspective



Neighborhood Analysis

Location and General Data

The subject is located within the city limits of Cocoa, an independent city of over 16,400 residents. Unlike many Florida communities with a high concentration of seniors, Cocoa's largest age group is in the 20-44 age range. Cocoa's land area of 8.3 square miles encompasses approximately 8,248 dwelling units. Because of its central location in the County, it has developed a wide range of housing, commercial, industrial and institutional development over the years, including Brevard Community College and the University of Central Florida's Cocoa Campus.

The subject's neighborhood is an area within the City of Cocoa. Boundaries include King Street (SR 520) to the north, the south by Bouganvillea Drive, the east by the Indian River, and the west by S. Cocoa Boulevard (US 1). This is generally a mixed-use area lying in an older portion of the City of Cocoa. The market area is comprised of a variety of land uses and is estimated to be about 90% developed.

Land Use and Trends:

The neighborhood is exceptionally diverse in terms of land use and maintenance levels. It has four distinct sub-sectors: the US Highway One commercial corridor, interior commercial areas (including Cocoa Village), river-oriented housing, and interior residential areas. The subject's immediate area is an established mixed use area consisting of a healthy mix of retail and residential in the older section of Cocoa just west of the commercial corridor.

US Highway One Corridor:

US Highway One (aka Cocoa Boulevard) is the neighborhood's major north-south artery. This commercial corridor is characterized by older, mid-size retail, wholesale and service-oriented development. Typical uses include showroom/warehouses, automobile parts stores, service shops, pawnshops, and retail stores.

The Rockledge Mall was once a popular shopping plaza that a Sears store anchored. Over the decades, the mall had fallen into disrepair and went into bank foreclosure seven years ago. However, redevelopment of the Rockledge Mall may be underway soon. The mall is proposed to be converted into a Class A multi-family or townhome project. Although, only conceptual plans have been submitted, and nothing has been approved. Cameron Rockledge, LLC purchased the four parcels for \$6.40 million in April 2022. Once the developer submits site plans for review, it may take up to six months to two years before construction can begin. The preliminary plans show a 302-unit residential development consisting of six four-story buildings, a clubhouse, a pool, and a dog park.

Light industrial properties are located along the FEC Railroad tracks in the subject's immediate area. Cocoa Industrial Park (with Shearer Boulevard) is located in this area. The remainder of the market area mostly consists of multi- and single-family residential developments.

Residential growth is well removed from this highway sector, and much of the traffic is commuter rather than customer-oriented.

Interior Commercial Area:

Much of the interior commercial area is oriented along Florida Avenue, a heavily traveled north-south secondary street. Office and low-intensity retail properties are the most common land uses. Cocoa Village, the most recognized sector of the neighborhood, is clustered around SR 520, the primary east-west corridor.

Cocoa Village is a commercial district that was the original downtown area for the City of Cocoa. When Cocoa Village was built in the 1890s to 1920s, it represented the first concentrated commercial development in central Brevard. Like many similar areas, this sector went through a period of decline during the "suburbanizing" trend of the 1950s and 1960s. However, private and government initiatives started in 1975 caused significant revitalization.

Under Cocoa Village's Redevelopment Committee, the area has undergone considerable infrastructure improvements such as street lighting, street repairs, landscaping, brick-paved walks, parks, and municipal parking lots.

Many of the older buildings have received facelifts and upgrading. The setting is now geared more toward pedestrians rather than drive-through traffic.

A number of cultural events are held in Cocoa Village each year, along with local productions at the Cocoa Village Playhouse. The Historic Cocoa Village Merchants Association has worked over the past few years to bring the historic Village to the attention of a wider audience. The merchants association has worked with partners in the tourism industry and the local community to bring tourist groups and buses to the Village for shopping, especially from the cruise ships at Port Canaveral and Central Florida retirement communities. The community also provides events such as the BBQ & Blues Event, Central Florida Car Shows, Craft Fairs, and an annual Chili Cook-off.

Cocoa Village has earned a reputation as an art community with many art stores and antique stores located in the Village. The restaurant business is also an influence within the Village. Several small restaurants cater to quality dining. In addition to retail uses in Cocoa Village, there are several office buildings, both single-user and multi-tenant, including the City of Cocoa municipal complex. In addition, the City of Cocoa also built a new City Hall in the Cocoa Village area.

Overall, occupancy of properties within this district is virtually 100%, and Cocoa Village continues to influence the neighborhood positively.

River Oriented Homes/Condominiums:

Land uses along the Indian River on either side of SR 520 are commercial in nature. However, the rest of the riverfront is devoted to multi-family projects and large homes. Although a number of new custom homes are noted, most dwellings were built in the early 1900s and have been extensively renovated—the lack of vacant land limits future development.

Riverfront condominium development includes Whitley Bay, Whitley Bay West, 21 Riverside Drive, Riverside Landing Condominium, and Oleander Point. These high-rise condos have been built over the past 20 years.

Interior Residential Area:

The residential area between US1 and Florida Avenue is mainly comprised of homes and apartments built between 1920 and 1960. Most dwellings are modest in size and price.

The City of Cocoa's Future Land Use Plan once targeted this area for commercial development. The residents challenged this action and the District Court eventually overturned it. Per agreement between the court and the City, the majority of the area is now designated as a low to a medium-density residential neighborhood. Maintenance levels are mixed, and there has been little if any new development since the 1960s.

Below is an aerial photo of the subject's immediate area with 2022 sales data reported by the Brevard County Property Appraiser's office (not verified). It is evident that the subject is in a service and retail area. This immediate area has some limited residential housing, but most residential properties are situated outside the area perimeters to the east and west. Most homes that have sold were condominiums along the Indian River. They ranged between \$480,000 to \$1.3 million.



MLS Statistics

A quick recap of the Brevard County Residential Report for November 2023:

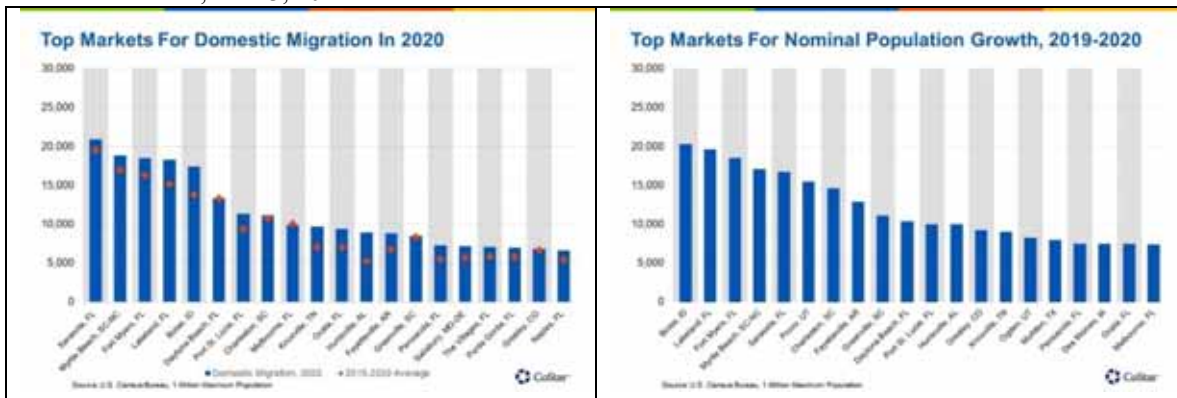


Source: Space Coast Association of Realtors

While still undoubtedly a sellers' market, this data suggests a softening of the residential real estate market. This change is likely due to macroeconomic headwinds related to near-record-high inflation rates, increases in borrowing costs, and looming fears of recession. Though the real estate market on a national level has clearly shifted, it is still unclear what impact softening macroeconomic indicators will have on the MSA, given the high levels of immigration that continues to bolster local demand for residential real estate.

Demographics in the News

Source: CoStar "Melbourne Recognized as Magnet for New Residents", By David Kahn, Jessica Morin and Sam Tenenbaum, June 3, 2021



Smaller to mid-sized cities and areas like Brevard County are gaining residents. Commercial real estate investors looking to diversify their portfolios are increasingly enthusiastic about these secondary and tertiary markets.

As is the case for the largest markets, the strongest regions for population growth in relation to their mid-sized cities are the greater Sun Belt and the Mountain West regions. Individuals continue to flock to these areas for their affordability, abundant job opportunities and low taxes. A common downside of moving to a mid-sized market is the lack of large, established and diverse cultural and institutional amenities, such as large universities, air and transit accessibility and major corporations. Since the pandemic, though, smaller and less-dense cities that do not rely on public transportation have attracted plenty of new residents. The effects of the public health crisis may have at least temporarily benefited these often-overlooked metropolitan areas, especially as more companies are giving employees the flexibility to work remotely.

The big standout in the latest census data is Florida, which placed eight metropolitan areas in the top 20 for nominal population growth among mid-sized cities. While many of these cities are known as retirement havens, it is not just the influx of retirees that is driving population growth in mid-sized Florida markets, according to Brian Alford, CoStar's director of market analytics for North and Central Florida. "These cities are adding jobs in the medical, retail and industrial sectors in order to support increased consumer spending levels, which in turn, is boosted by the strong population growth trends," Alford said. Tourism is also usually a huge driver, especially in Daytona and Fort Myers, added Alford. The surge of new residents to these areas produces some interesting results when separating population growth by source, including domestic net migration, international migration and net births and deaths.

Even throughout the coronavirus pandemic, "the market remains red-hot for single-family homes in Brevard County," said Scott Miller, senior vice president of sales and community development at The Viera Co.

Brevard County has a lower cost of living than many larger metropolitan areas, and despite the record-setting median sales price, buyers still can get a substantial home for a much-lower price than they can in larger markets. Plus, Florida has no state income tax, making it even more attractive for residents of many other states.

Many people are working from home or staying home more, so they are thinking more about having a roomy residence. And some people living in states that are more locked down than wide-open Florida see the Sunshine State as an attractive alternative, where they can go places without any restrictions.

Homebuilders and people shopping for a new home now are facing the issue of rising commodity prices. Building materials also are either rising in price, in short supply or both — things like drywall, gypsum, concrete, roofing material, tile, lighting, windows and insulation.

In January 2022, Florida's housing market saw a 21.9% higher median sale prices, an increase of 42.7% in cash sales, fewer new pending sales (-12.3%) and a reduction in new listings (-14.7%) compared to a year ago. This is according to Florida Realtors® latest housing data. As expected, with a reduction in new listings, Months Supply of Inventory is also down from the prior period from 2.1 months in January 2021 to 0.9 months in January 2022.

New Cocoa Housing Developments

More than 2,200 new homes are slated to be built in Cocoa in coming years. Around half of those — just over 1,000 units — will be single-family homes while the rest are designated as multi-family.



Source: City of Cocoa Planning and Zoning Projects from January 23, 2024.

Some 700 of those single-family homes will be built near Interstate 95 and State Road 528, where many of the locals hope to preserve the rural feel of the area.

Among the other projects are the \$60 million, 280-unit Cirrus apartments, the 249-unit Integra Preserve Apartments and the 280-unit Arbours of Cocoa Landings apartments all along State Road 524.

Further to the west of Interstate 95 off S.R. 524, two new developments that are part of the Adamson Creek project will see a total of 185 single-family homes coming to the area.

And more centrally in the city, there are other large developments popping up on King Street, where the 268-unit Cocoa Grand Apartments and the 87-unit Lakeside Palms West single-family neighborhood are currently scheduled.

The new homes are cropping up just as several large projects have moved into the Cocoa area. In recent years, Walmart opened a distribution center in Cocoa that employs over 400 people. Amazon-linked developers have also been getting to work near Grissom Parkway.

Those potential new jobs also come as Brightline construction continues, which when completed will pass through Brevard County, including Cocoa, and will link South Florida with the Orlando International Airport.

City officials have said the increased housing will be a boon to the local economy and that current infrastructure is more than capable of handling the increased population.

"The City of Cocoa has available land, ideal central location near major highways, Port Canaveral, and major airports, and a streamlined development review process," spokeswoman Samantha Senger said in an email.

"New development obviously brings new residents needing jobs and increases the city's tax base. It also helps build local restaurants and retail businesses," she added.

The Lakes at Cocoa Groves, just north of I-95, is slated to bring 350 homes to the area, which will have an impact on Cocoa residents as well as residents of unincorporated Brevard County who live in the area. Beachline Properties has 418 new single-family homes planned for the area just southeast of the interchange.

Senger, the city's spokeswoman, said that the city's "infrastructure is adequate and can handle this new development. All new development must meet state and local regulations and requirements prior to approval of the project."

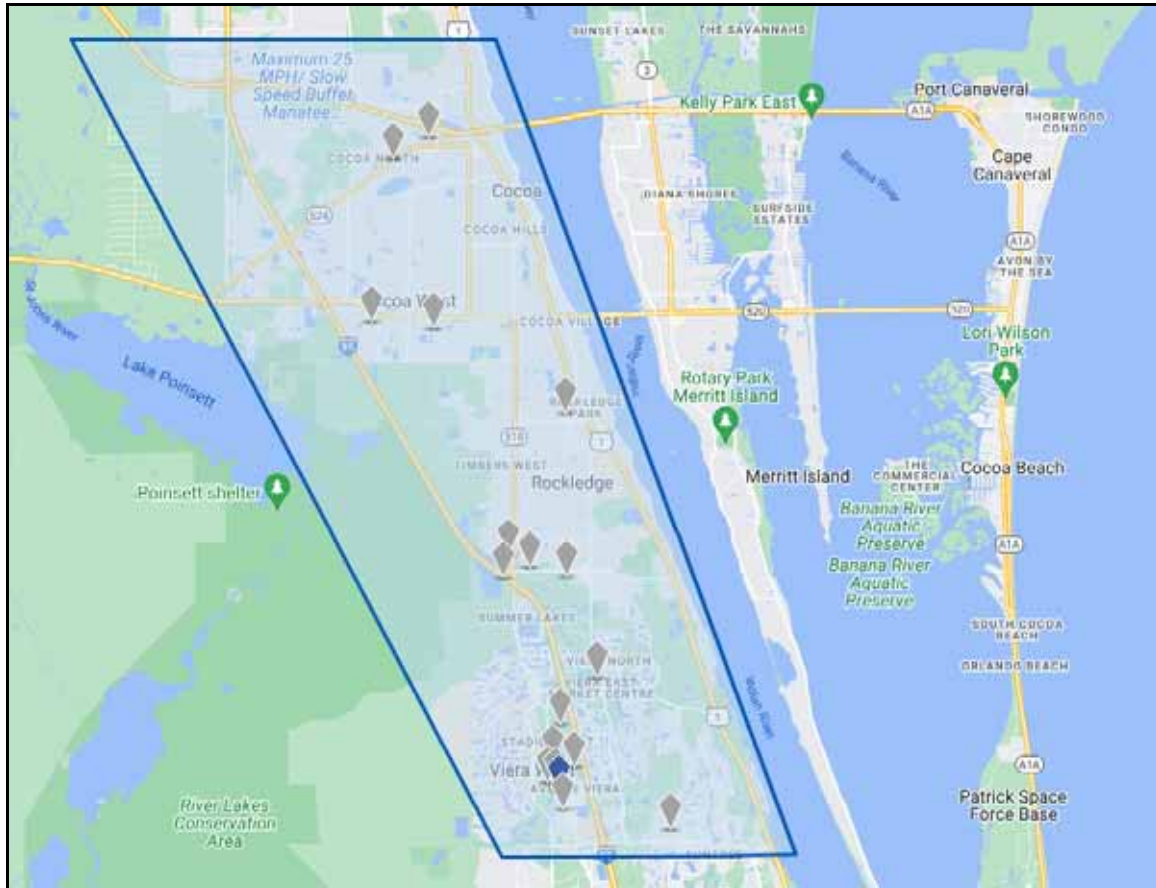
She also said the city's comprehensive plan emphasizes low-impact development.

"The growth of our entire region has definitely impact on the Cocoa economy and the growth of our community," Senger said. "Growth is obviously very good and it is all dictated by the market. With all of this new development coming to our community, we anticipate an increase in population."

Source: https://www.floridatoday.com/story/news/2021/11/08/some-see-economic-growth-new-cocoa-housing-others-fear-overcrowding-florida-brevard-county/6340161001/?utm_source=floridatoday-Daily%20Briefing&utm_medium=email&utm_campaign=daily_briefing&utm_term=list_article_thumb&utm_content=1028FT-E-NLETTER65

Multifamily Development

Below is a map indicating all of the newer construction multifamily properties constructed after 2000 with more than 150 units. It is evident that the demand for new construction and more multifamily units is increasing with three larger projects having been completed in 2023 and three (3) more are currently under construction.



City	Multifamily Complex	# of Units	Year Built
Cocoa	Cirrus Apartments	280	Under Construction
Cocoa	Integra Trails	249	2023
Cocoa	S. Barnett Rd. & Parrish Rd.	242	Under Construction
Cocoa	Cocoa Grand	268	2022
Rockledge	Rockledge Flats	247	2021
Rockledge	Polo Glen Apts.	252	2008
Rockledge	Ascend Space Coast	240	Under Construction
Rockledge	Ventura at Turtle Creek	190	2019
Rockledge	The Junction at Rockledge	380	Proposed
Rockledge	Mission Bay Apts.	360	2002
Viera	Linz of Viera	350	2023
Viera	The Artisan at Viera	259	2018
Viera	Highlands Viera West	240	2007
Viera	Centre Point Apartments	272	2019
Viera	The Pearl of Viera	298	2021
Viera	The Luna at Viera	245	2023
Viera	Marisol at Viera	282	2016
Suntree	Via Tuscany Apts.	280	2000

Support Facilities:

Support facilities are located in close proximity to the neighborhood. Rockledge Regional Medical Center and Cape Canaveral Hospital are major medical facilities within Central Brevard County. Rockledge Regional Medical Center is located about $\frac{3}{4}$ miles south of the neighborhood on the east side of US One. Cape Canaveral Hospital is located about six miles east of the neighborhood on the north side of SR 520, although this property will be relocating to Merritt Island.

The Cocoa Campus of Eastern Florida State College (formerly Brevard Community College) and the University of Central Florida's Cocoa Campus are located approximately four miles northwest of the subject.

Major shopping areas are located on Merritt Island, approximately three miles east of the subject along SR 520. Merritt Square Mall, a 1,200,000 square foot regional mall, is located in this area, as well as major restaurants, big-box retailers, auto dealers etc. Merritt Island provides the major shopping area for central Brevard County.

Cocoa Beach is nine miles east of the market area at the eastern terminus of SR 520. This area has extensive public beaches. It is a tourist area with numerous restaurants, nightclubs, and shops.

Port Canaveral is located approximately twelve miles northeast of the market area. Port Canaveral is the second largest port in terms of cruise passengers. Disney has several cruise ships operating out of the port, along with several other cruise lines.

Commercial Development**Proposed Eight-Story Hotel, Cocoa Village**

The subject is planned for an eight-story hotel approved to move forward in October 2020 in Downtown Cocoa Village. The project was in negotiations for several years. Negotiations for the hotel were long, primarily due to concern over the project's height, which was three stories higher than the former zoning allowed, which has since been amended to allow height over five stories with the city's approval. There were also local resident concerns to be addressed. Surrounding residents were concerned that the presence of such a large hotel would ruin the small-town charm of Cocoa Village.

The proposed 107- room hotel will replace the former City Hall on Brevard Avenue in south Cocoa Village and will feature a rooftop bar, retail space, and a parking garage.

Murdock's Southern Bistro



On the southwest corner of Forrest Avenue and King Street, an older bar and restaurant formerly known as Norman's Raw Bar was sold in March 2020. The new owners recently completed extensive renovations and opened in early 2022. The most significant change is the addition of a sizeable covered patio area along the north and east side.

Transportation and Access:

Interstate 95 - Interstate 95 is an arterial highway that traverses the east coast of the United States from Maine southward to south Florida. This road also serves as a commuter route for local traffic to/from Palm Bay. There are currently sixteen interchanges serving Brevard County and two exits in Cocoa.

The area is accessed via SR 520 and US Highway One. In the subject market area, SR 520 is a divided highway (two one-way sections). It is a major east/west road within central Brevard County. It connects Cocoa Beach and Merritt Island to the east with Interstate 95 to the west and continues westward into Orlando.

US 1 is a main connector serving local north/south traffic through the county. It connects Titusville to the north and Melbourne/Palm Bay to the south continuing on along the east coast of the United States. Over the past few years, a US. One road widening project has expanded US 1 to six lanes in the subject's market area. This project is continuing north of SR 520 up to SR 528.

In addition, numerous secondary roads including Forrest Avenue and Florida Avenue, service the neighborhood.

Major nearby airport facilities are the Tico Airport, 12 miles north in Titusville; Melbourne International, 20 miles south in Melbourne and Orlando International, 40 miles east in Orlando.

Numerous other streets and avenues traversing the neighborhood appear to meet the traffic requirements of the neighborhood adequately. Within this context, the existing traffic facilities are considered adequate to support the subject's traffic and access demands. Overall, the subject is rated Above Average for highway access and roadway linkages.

Port Canaveral is a major deep-water port serving cargo, tanker, and cruise markets. Port Canaveral, Melbourne International Airport, and Space Coast Regional Airport all lie within Foreign Trade Zone 136, enabling qualified businesses to defer or eliminate US Customs duties on imported goods.

Prospective Brightline High-Speed Rail Line

Brightline is a high-speed inter-city railway line that is expected to revolutionize passenger train service and connect major metropolitan areas from Miami, Florida, to Tampa, Florida. With trains averaging between 79 to 125 mph, commuters can travel from Miami, Florida, to Orlando in about three hours. The new express service will offer an alternative mode of transportation to those who routinely travel by air or the road. The Brightline high-speed rail is anticipated to benefit 50 million passengers, create more than 10,000 jobs during construction, and average 5,000 jobs a year once fully operational.

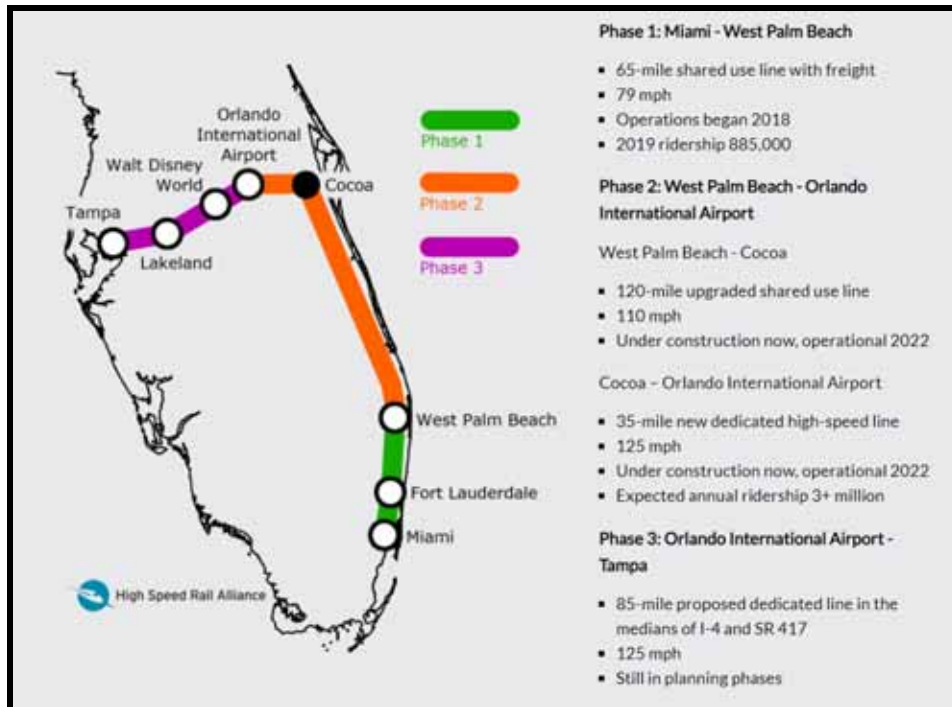
The project will have three phases and is estimated to cost \$4 billion. The first phase, which became operational in 2018, is 67 miles with station stops in Miami, Fort Lauderdale, and West Palm Beach. The Miami station is in the middle of downtown Miami central and is the largest station at 479,160 square feet. This station is located within an urban mixed-use area surrounded by residences, offices, retail, and entertainment space.

Phase 2 began construction in May 2019. This phase includes the development of 170 miles of new rail track from West Palm Beach to Orlando and will require 225 million pounds of steel, 2.35 million tons of granite and limestone, 440,000 concrete ties, 30,000 timber ties, and 20,000 steel ties, and 2 million spikes and bolts.

Orlando-bound trains will travel through Brevard County, traverse a tunnel beneath the Beachline (SR 528) just off US 1 and a bridge over Industry Road, then follow tracks along the north side of the highway ending at the Brightline terminal at the Orlando International Airport. As of May 2022, Phase 2 is 80% complete, and Brightline has begun test runs of the new rail system. The line is slated to open to passenger service in 2023. Phase 2 is anticipated to have an annual ridership of more than three million passengers. Phase 3 is still in the planning phase and will include an 85-mile rail line between Orlando International Airport and Tampa, potentially including stops at Walt Disney World, Lakeland, and a link to Orlando's SunRail commuter train.



Artist rendering of Brightline Orlando International Airport Terminal

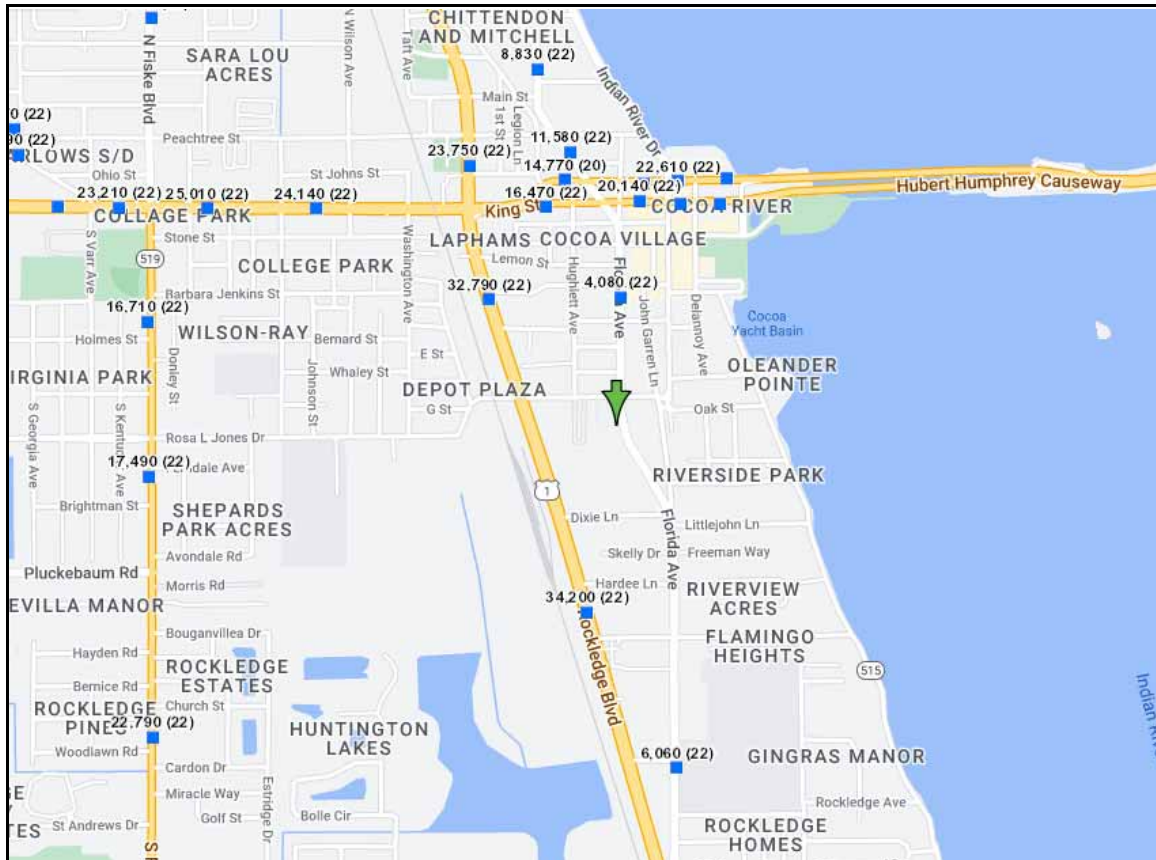


Source: <https://hsrail.org/florida-high-speed-rail>

Although Brightline Trains have no planned stop in Brevard at this time, this could be revisited in five to seven years. The first priority is to complete construction. Brightline Trains has shown interest in adding a terminal in Brevard County, with the most likely location being in Cocoa due to its proximity to Port Canaveral at Cape Canaveral.

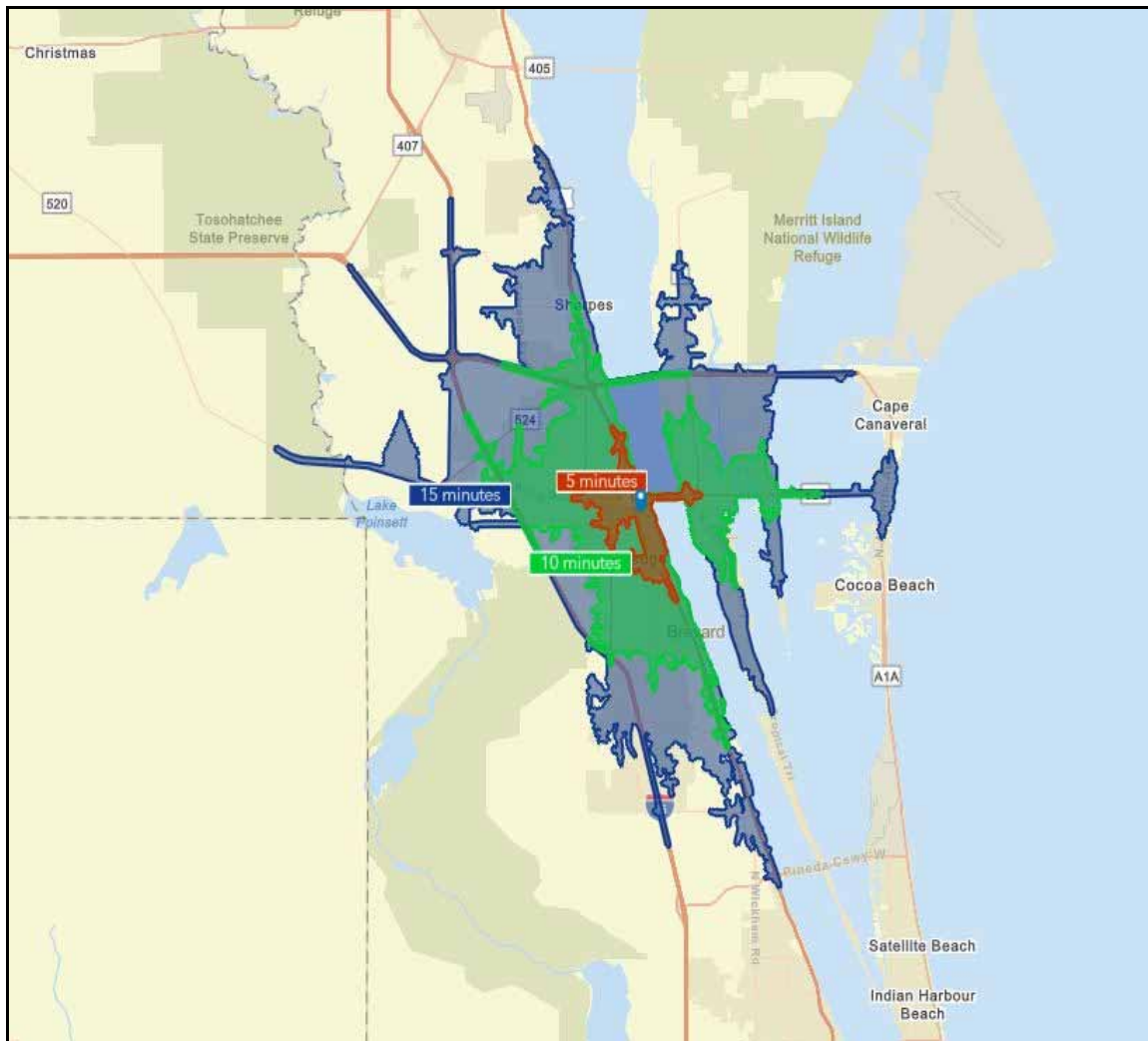
Traffic Count Map

A traffic count map for roadways in the area is located below, with the subject tract highlighted. In this area, Florida Avenue has a traffic count of 4,080 vehicles per day and US Highway 1 has a daily traffic count of 32,790.



Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, Census of Population and Housing. ESRI then makes credible forecasts with converted Census and geographic data. The most appropriate study areas are 5, 10, and 15-minute drive times. Population and income information for the five, ten and fifteen-minute drive times are shown on the following tables. All three study areas show increases forecasted for population levels; the fifteen-minute drive time area has the greatest income levels. Increases in population and number of households are forecast over the next few years, with greater increases in income levels forecast.



(Site to Do Business 5, 10, and 15-minute drive-time)



Community Profile

915 Florida Ave, Cocoa, Florida, 32922
Drive time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.35008
Longitude: -80.72789

	5 minutes	10 minutes	15 minutes
Population Summary			
2010 Total Population	8,244	62,935	116,972
2020 Total Population	8,455	67,348	124,605
2020 Group Quarters	15	466	899
2023 Total Population	8,554	68,224	126,934
2023 Group Quarters	13	465	885
2028 Total Population	8,526	68,361	127,418
2023-2028 Annual Rate	-0.07%	0.04%	0.08%
2023 Total Daytime Population	15,669	79,428	132,318
Workers	10,877	44,614	66,156
Residents	4,792	34,814	66,162
Household Summary			
2010 Households	3,509	26,092	48,459
2010 Average Household Size	2.33	2.39	2.37
2020 Total Households	3,676	28,365	52,828
2020 Average Household Size	2.30	2.36	2.34
2023 Households	3,771	28,908	54,124
2023 Average Household Size	2.26	2.34	2.33
2028 Households	3,800	29,257	54,921
2028 Average Household Size	2.24	2.32	2.30
2023-2028 Annual Rate	0.15%	0.24%	0.29%
2010 Families	2,007	16,406	31,788
2010 Average Family Size	2.97	2.94	2.87
2023 Families	2,104	17,763	34,787
2023 Average Family Size	2.94	2.92	2.85
2028 Families	2,103	17,897	35,145
2028 Average Family Size	2.92	2.90	2.83
2023-2028 Annual Rate	-0.01%	0.15%	0.20%
Housing Unit Summary			
2000 Housing Units	4,221	28,165	47,170
Owner Occupied Housing Units	47.5%	60.7%	67.5%
Renter Occupied Housing Units	37.6%	29.9%	23.2%
Vacant Housing Units	14.8%	9.5%	9.3%
2010 Housing Units	4,191	30,257	55,782
Owner Occupied Housing Units	46.5%	56.1%	63.3%
Renter Occupied Housing Units	37.2%	30.1%	23.6%
Vacant Housing Units	16.3%	13.8%	13.1%
2020 Housing Units	4,249	31,310	58,300
Owner Occupied Housing Units	46.6%	56.1%	64.0%
Renter Occupied Housing Units	39.9%	34.5%	26.6%
Vacant Housing Units	12.4%	9.2%	9.7%
2023 Housing Units	4,285	31,593	59,240
Owner Occupied Housing Units	49.4%	61.6%	69.2%
Renter Occupied Housing Units	38.6%	29.9%	22.2%
Vacant Housing Units	12.0%	8.5%	8.6%
2028 Housing Units	4,311	32,053	60,235
Owner Occupied Housing Units	50.4%	61.7%	69.0%
Renter Occupied Housing Units	37.8%	29.6%	22.1%
Vacant Housing Units	11.9%	8.7%	8.8%

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 11, 2024



Community Profile

915 Florida Ave, Cocoa, Florida, 32922
Drive time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.35008
Longitude: -80.72789

	5 minutes	10 minutes	15 minutes
Median Household Income			
2023	\$47,130	\$57,533	\$70,062
2028	\$54,647	\$68,946	\$82,793
Median Home Value			
2023	\$296,784	\$290,651	\$324,014
2028	\$318,434	\$308,215	\$344,104
Per Capita Income			
2023	\$37,931	\$36,220	\$42,147
2028	\$44,947	\$42,562	\$49,306
Median Age			
2010	44.0	42.9	44.9
2020	46.3	45.2	48.2
2023	47.2	45.2	48.2
2028	47.7	45.6	48.6
2020 Population by Age			
Total	8,455	67,348	124,605
0 - 4	5.2%	4.9%	4.3%
5 - 9	5.2%	5.4%	5.1%
10 - 14	5.8%	6.1%	5.8%
15 - 24	10.3%	10.8%	10.4%
25 - 34	11.2%	11.4%	10.1%
35 - 44	10.8%	11.2%	10.7%
45 - 54	11.5%	12.2%	12.6%
55 - 64	16.5%	16.7%	17.4%
65 - 74	13.1%	12.0%	13.1%
75 - 84	7.8%	6.8%	7.7%
85 +	2.5%	2.6%	2.9%
18 +	80.4%	80.0%	81.2%
2023 Population by Age			
Total	8,555	68,223	126,936
0 - 4	5.7%	5.1%	4.5%
5 - 9	5.8%	5.4%	5.0%
10 - 14	5.9%	5.7%	5.6%
15 - 24	9.3%	10.1%	9.4%
25 - 34	10.5%	12.2%	10.6%
35 - 44	10.5%	11.4%	11.1%
45 - 54	12.4%	11.9%	12.5%
55 - 64	15.4%	15.1%	15.4%
65 - 74	14.4%	12.9%	14.3%
75 - 84	7.5%	7.6%	8.6%
85 +	2.6%	2.7%	2.9%
18 +	79.6%	80.7%	81.7%
2028 Population by Age			
Total	8,528	68,362	127,416
0 - 4	5.8%	5.2%	4.6%
5 - 9	5.3%	5.2%	4.9%
10 - 14	5.5%	5.5%	5.3%
15 - 24	9.8%	10.0%	9.3%
25 - 34	9.7%	11.0%	9.6%
35 - 44	10.7%	12.3%	11.9%
45 - 54	11.9%	11.4%	11.9%
55 - 64	13.9%	13.2%	13.8%
65 - 74	15.0%	14.0%	15.2%
75 - 84	9.1%	8.9%	10.0%
85 +	3.2%	3.1%	3.4%
18 +	80.1%	80.9%	82.0%
2020 Population by Sex			

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

January 11, 2024

Summary and Conclusion

The neighborhood is exceptionally diverse in terms of land use. The subject is located near the US 1 corridor and in Cocoa Village. The U.S.1 corridor and Cocoa Village are very different commercial sectors. The subject's immediate area is near Cocoa Village.

Cocoa Village is a trendy revitalized area made up of small specialty shops, restaurants, offices, financial institutions, and newer multi-family development. The U.S.1 corridor is comprised of low-intensity retail, wholesale, and service businesses. Although U.S.1 is a major thoroughfare, much of the traffic is commuter rather than customer-oriented. The result is less than ideal occupancy levels and mixed maintenance.

Residential sectors are also very different. River-oriented housing is generally well maintained and has a high predominant value. Conversely, dwellings in the interior area are modest in size and price with mixed maintenance levels.

Overall, the market area is stable. No adverse market area conditions are known to exist, nor were any observed, that would tend to preclude or severely limit subject utilization according to its highest and best use as determined herein.

In comparison to other areas in the region, the market area is rated as follows:

MARKET AREA ATTRIBUTE RATINGS	
Highway Access	Good
Demand Generators	Good
Convenience to other supporting land uses	Above Average
Convenience to Public Transportation	Below Average
Employment Stability	Average
Police and Fire Protection	Average
General Appearance of Properties	Average
Appeal to Market	Good
Prices/Value Trend	Stable for Residential Stable for Commercial Stable for Industrial

Zoning

Requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

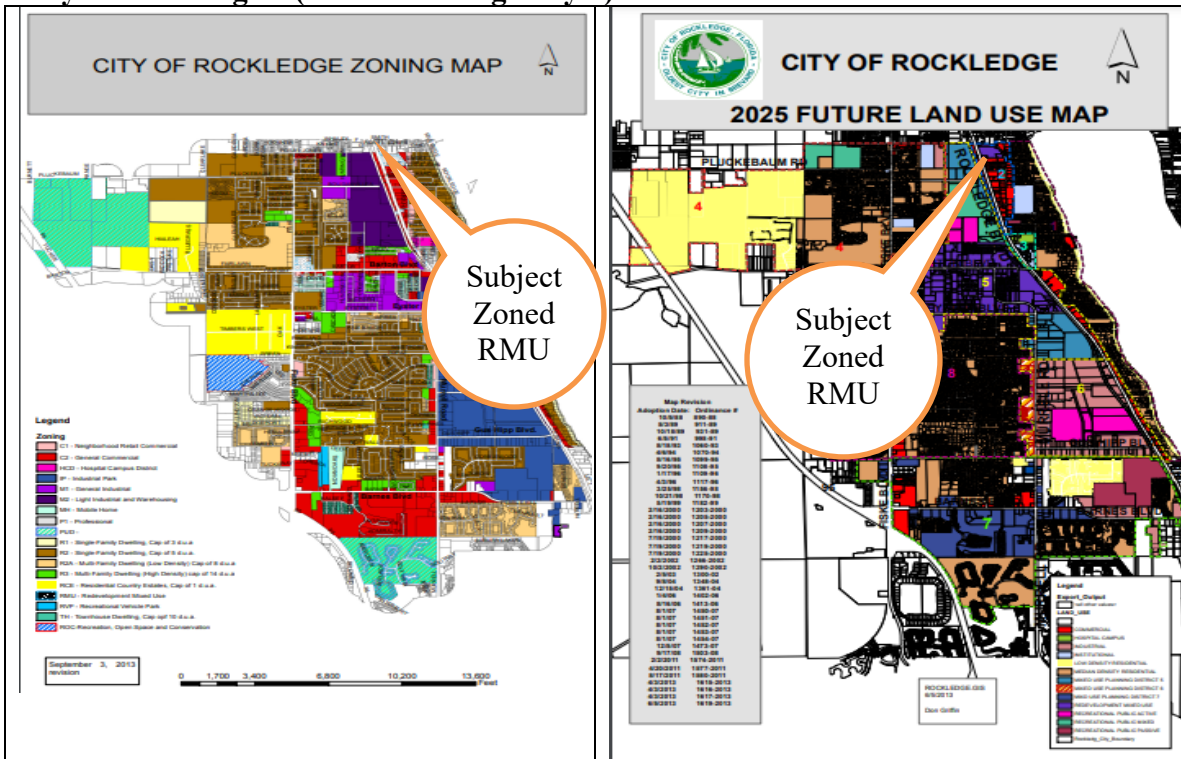
Zoning Summary		
	1	2
Zoning Authority	City - Cocoa, FL	Rockledge
Zoning District	Commercial	Commercial
Zoning Code	C-C	RMU
Zoning Type/Description	Core Commercial District	Redevelopment Mixed Use District
Zoning Intent/Summary	<p>The provisions of this district are intended to apply to the core area as described in the city's adopted redevelopment plan, an area generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1. Uses are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors. The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family, townhouse, and single-family housing, office parks, village commercial, institutional uses and significant open space areas. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development standards. All development in the Core Commercial District shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.</p>	
Permitted Uses	<p>Permitted uses under this zoning include, but are not limited to, the following: Professional offices, Dental and medical offices, laboratories, Financial institutions, Business services, Restaurants (bars and lounges allowed only as an accessory use to bakery, indoor theater, laundry and dry cleaning, restaurant), Personal service establishments, Retail, retail stores, hotels, motels, apartments, and Public and private automobile parking, Recreational and cultural facilities, Hotel/motel, Private clubs in conjunction with a mixed-use, commercial or hotel use and specific use of land and structures existing as of the date of the adoption of this ordinance provided such use was a permitted use in the CW District. Two (2) other classifications of use would be permitted under this subsection as follows: 1.) Warehousing and wholesaling in a completely enclosed structure(s) and 2.) Service and repair establishments limited to dry-cleaning and laundry plants, business services, printing plants, welding shops, and light assembly/manufacturing. Such use(s) of land/structures would terminate upon conversion to any other permitted use in this section.</p>	
Future Land Use	<p>The 'Comprehensive Land Use Plan' indicates that the subject is located in an area designated as 'Mixed Use'. This designation accommodates both commercial and multi-family development. The zoning is consistent with the Future Land Use Plan.</p> <p>Prohibited uses under this zoning classification include but are not limited to: Manufacturing and industrial uses, freight transportation terminals, storage warehousing, and other activities of a similar nature. Any use requiring outside storage of materials, Warehousing, Single-family homes and duplexes, Automotive repair establishments and automotive sales, Heavy commercial uses such as welding shops, paint and body shops, etc., and other uses not specifically or provisionally permitted herein, and any use not in keeping with the character of the district.</p>	
Minimum Lot Area	10,000 sq ft	7,000 sq ft
Front Set Back Distance	20 ft; 30 feet for lots fronting on Forest Avenue and Florida Avenue	25 ft
Side Yard Distance	Interior: 5 ft; Corner: 15 ft	5 ft
Back Yard Distance	10 ft	10 ft
Maximum Building Height	Unlimited	75 ft
Zoning Parking Requirements	Multi-family: Efficiency unit: 1 space per dwelling unit; One bedroom unit: One and one-half spaces per dwelling unit; Two or more bedroom unit: 2 spaces per dwelling unit.	Two and one-half (2½) spaces for each dwelling unit within a multiple-family complex of three (3) dwelling units or more.
Deed Restrictions/Moratoriums	<p>To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.</p>	

Zoning Maps

City of Cocoa - (SW Corner of Rosa L. Jones Drive and Florida Avenue)



City of Rockledge – (East of US Highway 1)



Zoning Summary

The subject is a commercially zoned parcel. Under the zoning and future land use, the subject can support commercial use or multi-family development. Maximum density under multi-family development would be 125 units per acre in the City of Cocoa and 25 units per acre in the City of Rockledge. Multi-family fits the character of the neighborhood, and it is reasonable to assume that high density multi-family would be a reasonable use of the property.

We interviewed Charlene Neuterman, Community Services Director on the potential density of the subject site. She indicated that the city is looking favorably to a high-density development, that the maximum achievable density of 125 units per acre is reasonable, and that the city is looking to allow this density via high rise development, with no limitations on height restrictions. Considering the subject is 4.932 acres, this equates to 616 achievable units. When considering if this is physically possible to construct 125 units per acre, we note that there are similar projects such as the Highline Apartments in Melbourne that was built in 2020 and achieved 171 units in 8 stories over 4.1 acres for a density of 41 per acre.

For additional context, we researched high density land sales in Florida through CoStar, a credible data source for transaction activity. We note that there are several high-density apartment, condo, and hotel projects throughout the state. We identified 19 projects that were over 125 per acre and 7 that were over 616 total units. But for context several hundred multi-family sales were returned, and these are the most dense and largest in the state.

Property Address	Property Name	Land Area (AC)	City	Number Of Units	Number Of Stories	Units/Acre	
1016 NE 2nd Ave	Kenect Miami 2	3.31	Miami	468	79	141	
1016 NE 2nd Ave	Kenect Miami 1	3.31	Miami	450	39	136	
1415 79th Street Cswy		4.30	North Bay Village	1936		450	
300 N Andrews Ave		2.69	Fort Lauderdale	612	45	228	
3650 Bird Rd	Shoma One	2.50	Miami	740	18	296	
3000-3050 Biscayne Blvd		5.00	Miami	843	10	169	
100 S Biscayne Blvd	One Bayfront Plaza II	2.50	Miami	902	92	361	
5100 Island Villages Cir	360 Units New Construction C-M & Q-T	2.50	Saint James City	360	3	144	
700 N Miami Ave		4.70	Miami	2346	54	499	
102 S Parker St		4.04	Tampa	902		223	
900 N Rose Ave		4.26	Kissimmee	355	4	83	
3205 SW 1st Ave	Vizcaya Place	2.62	Miami	327	10	125	
31 NW 10th St		2.67	Miami	650	30	244	
690 NW 13th St	Culmer Village	2.83	Miami	515	8	182	
901 E 27th St		3.62	Hialeah	612	5	169	
8001 NW 27th Ave	Capri Place	2.65	Miami	374	12	141	
1650 NE 124th St	Manor Biscayne apartments	3.17	North Miami	382	8	121	
2999 NE 191st St	Icon Aventura	4.23	Aventura	308	26	73	
4050 W Boy Scout Blvd	MetWest Apartments	2.53	Tampa	424	12	168	
901 E Dania Beach Blvd	Parkview Place	4.37	Dania Beach	355	14	81	
400 S Dixie Hwy	Moderia Hollywood	3.10	Hollywood	395	8	127	
27742-27860 S Dixie Hwy	Ambar Station	3.26	Homestead	576	8	177	
114-222 N Federal Hwy	Ocean One	3.02	Boynton Beach	371	8	123	
6603 International Dr		3.01	Orlando	329	8	109	
372 Saint Elizabeth Way	Fountains East	4.91	Saint Johns	320	2	65	
2750 NW South River Dr	River Rapids	4.45	Miami	593	12	133	
1515 N West Shore Blvd	1515 North Westshore Boulevard East	3.04	Tampa	360	14	118	
						Min	65
						Max	499
						Average	181
						Median	141
						# of projects over 125/acre	19
						# of projects over 616 units	7

Thus, while it is physically possible, and according the City of Cocoa officials it is legally possible, most market participants would still find the subject maximum achievable density to be at the very high end of the range for the state, and well beyond the typical project size for Multifamily in Brevard County.

Lastly, since the subject falls within two municipalities, the development would require development approval through a joint development agreement or annexation into one of the municipalities, which could complicate development.

Based on the survey provided for use in this analysis, it is noted that the front parcel, which is located in the City of Rockledge, only fronts along U.S. One for 19.02 feet. This appears to be insufficient frontage for legal access from this right of way. It cannot be determined whether legal access is available to the rear of the site from the Hughlett Avenue right of way. As such, it appears that the site located within the Rockledge boundaries may not conform with zoning requirements regarding sufficient access for independent development (if not attached to the adjoining parcel to the east). However, it is reasonable to conclude that this land area would attribute density to the overall project.

Assessment and Taxes

Real Estate Assessment and Taxes					
Tax ID	Total Assessment	Tax Rate	Ad Valorem Taxes	Non Ad Valorem Taxes	Total Parcel Taxes
24-36-33-80-23	\$376,360	16.6407000	\$0.00	\$0.00	\$0.00
24-36-33-00-755	\$52,480	16.0075000	\$0.00	\$0.00	\$0.00
Totals	\$428,840				\$0.00
Notes: The subject is municipally owned property and is exempt from Ad Valorem and Non-Ad Valorem taxes.					

Note: The subject is a municipally-owned property and currently not responsible for Ad-Valorem or non-Ad-Valorem taxes. We note that the total assessed value of the combined property is \$428,840, however, we do not believe this is representative of the current market value.

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2022 taxes are paid in 2023), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser. Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services. According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.

Risk of Potential Assessment Increase

The subject sites are municipally owned and benefit from Government Exemptions. We assume once a private developer purchases the subject sites would no longer benefit from these exemptions. Upon sale, the property would likely be reassessed and be required to make full real estate tax payments. A knowledgeable prospective buyer of the property would likely consider the likelihood of increased taxes after purchasing in their decision-making.

Property Description

The following description is based on our property inspection, public records, and a survey.

Site Summary	
Parcel ID	24-36-33-80-23
Location	The subject has an assigned address of 915 Florida Avenue, Cocoa, FL, 32922.
Land Use	Vacant Land
Current Use	Vacant Land
Proposed Use	MF Development
Traffic Count (Most Recent)	4,180
Traffic Count Date	1/1/2021
Map Latitude	28.350266
Map Longitude	-80.728147
Adjacent Land Uses	Adjacent property uses include commercial and residential developments. South of the subject is a Molly Mutt Thrift Store and a vacated shopping plaza. North of the subject are single family residential homes. West of the subject is an automobile repair facility (Gerber Collision and Glass) and east of the subject are other commercial and residential developments including the Coquina Villageside Apartments and Oleander Pointe Condominium that is located along the Indian River Lagoon.

Site Size Attributes	
Gross Land Area (Sq Ft)	214,838
Gross Land Area (Acres)	4.932
Usable Land Area (Sq Ft)	214,838
Usable Land Area (Acres)	4.932
Excess Land Area Comments	There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.
Usable Land Area Comments	Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unuseable.
Source for Site Size	Property appraiser record card.
Site Size Analysis	The total subject land area is typical for a commercial use in the subject neighborhood.

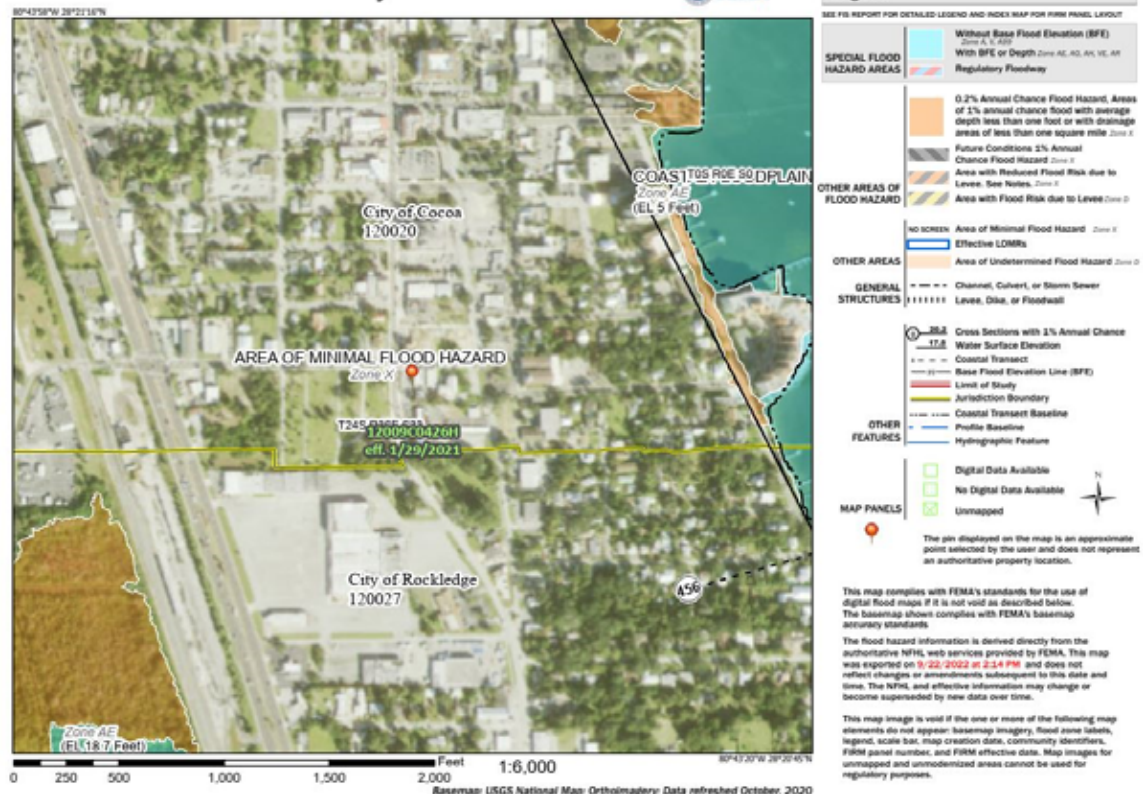
Site Utilities	
Adequacy of Utilities	The subject's utilities are typical and adequate for the market area.
Public Electricity	Provided by FPL in above ground elevated lines.
Water Supply Type	City water
Sewer Type	City sewer
Rail Access	No

Site Characteristics	
Land Units	616
Land Unit Type	Multi-Family
Approved or Zoned	Approved and Zoned
Corner Lot	is
Dimensions	Varies
Primary Frontage Street Name	Rosa L. Jones Drive
Secondary Frontage Street Name	Florida Ave.
Frontage - Primary Street (Feet)	400
Frontage - Secondary Street (Feet)	465
Average Depth (Feet)	Varies
View	Residential and Commercial
View Description	The primary street frontage is along Rosa L. Jones Dr.
Access	Average
Access Description	Access is via mutiple ingress/egress drives located along Rosa L. Jones Drive and Florida Ave.
Site Visibility	Average
Site Visibility Description	The site has an average passing traffic which is typical for a medium intensity commercial use.
Site Improvements	The site improvements include asphalt paved access drives.
Off-Site Improvements	The off-site improvements consist largely of the improved roadways and municipal utilities.
Street Lighting	There is street lighting along Rosa L. Jones Dr. and Florida Ave.
Sidewalks	There are sidewalks along Rosa L. Jones Dr. and Florida Ave.
Curb and Gutter	There are no curbs or gutters along Rosa L. Jones Dr. There are curbs and gutters along Florida Ave.
Drainage	None
Landscaping	The subject is vacant land, and does not have any planted landscaping. It is natively vegetated.
Topography	Level w/grade improved
Shape	Irregular
Soil Conditions	The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

Site Hazards	
FEMA Map #	12009C0426H
FEMA Map Date	1/29/2021
Flood Zone	X
In Flood Plain	Unknown
Flood Zone Comments	The Flood Zone X classification denotes areas that are “determined to be outside the 500-year flood”, and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps.
Encumbrance / Easement Description	There no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.
Environmental Issues	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encroachments	No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site.
Wetlands Type	Not in Hazard
Retention	None
Possible Nuisance	No nuisances were observed upon inspection of the subject property.

Flood Map:

National Flood Hazard Layer FIRMette



Aerial View



Above map is intended for description purposes only. Not a survey. Map layers may not precisely align. Source - Brevard County Property Appraiser

Subject Photographs



NE Corner along Florida Ave. and Rosa L. Jones Drive



North Elevation



Subject Interior



Subject Interior



Subject Interior



Subject Interior



Parcel along US Highway 1



Billboards on Subject Parcel Fronting US Highway 1



US Highway 1 Facing North



US Highway 1 Facing South



Florida Ave. Facing South



Florida Ave. Facing North

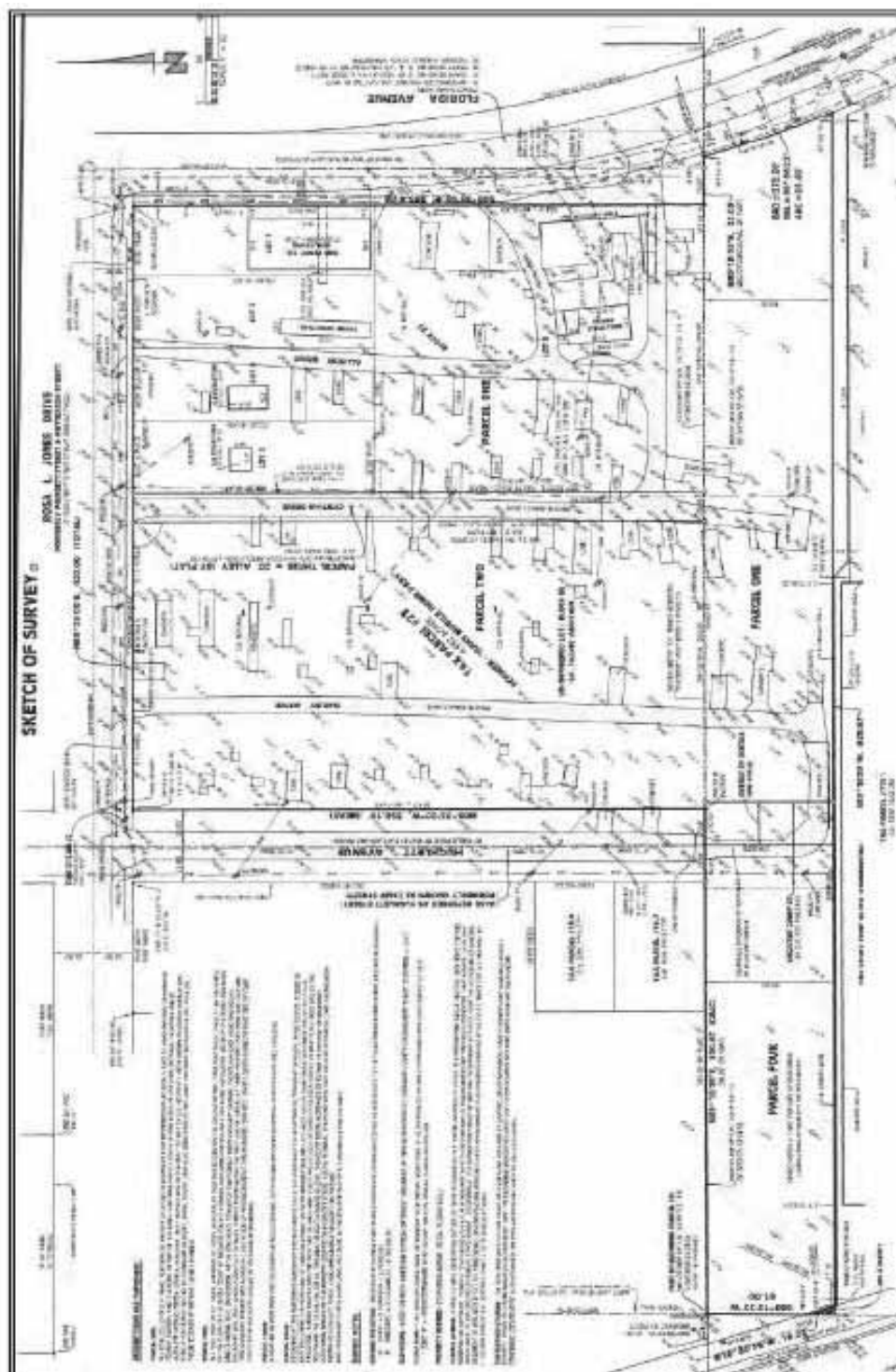


Rosa L. Jones Dr. Facing West



Rosa L. Jones Dr. Facing East

Survey



Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

“The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value ¹.”

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

Highest and Best Use As Vacant

Legally Permissible

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.

As discussed earlier in the zoning section, the subject is located within two separate municipalities, the City of Cocoa and the City of Rockledge.

The majority of the subject (4.32 acres) is located in the city of Cocoa and is zoned “C-C”, Core Commercial. In addition, the subject is within the Cocoa Waterfront Overlay District. The Cocoa Waterfront Overlay District is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment and has the most significant impact on development.

¹ *The Appraisal of Real Estate* 14th Edition, Page 333, Appraisal Institute

A small portion (0.61 acres fronting US Highway 1) of the subject is located in Rockledge and is zoned "RMU," Redevelopment Mixed Use. We found no indication preventing this land area from contributing to density of the overall project.

While the RMU zoning allows a fairly wide range of commercial uses, the SE subdistrict in the Cocoa Waterfront Overlay district is more restrictive in permitted uses. However, both zoning classifications allow multifamily residential development. The portion in Cocoa allows for a density of 125 units per acre and the western most portion allows for 25 units per acre. The portion of the property within the City of Cocoa allows high rise development, which is tied to the site size. Thus, we conclude that the subject site legally would allow for 616 units under current zoning restrictions and requirements.

Our zoning analysis clarifies that the context of 125 units per acre and 616 total units, is legally possible, but most market participants would still find the subject maximum achievable density/unit number to be at the very high end of the range for the state, and well beyond the typical project size for Multifamily in Brevard County.

Physical Factors

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

The subject is a 4.932-acre site is located at a signalized corner location. Even though the subject is at a signalized corner location, the frontage roads are secondary access routes. Both are two-lane roads. Florida Avenue is a commuter route within the neighborhood and has a daily traffic count of 4,180. Rosa L. Jones Drive does not have a published traffic count. Thus, while the site allows for some commercial uses, there is not enough traffic to render viable more intense commercial uses.

The site consists of two adjacent parcels. The parcel as a whole is irregular in shape. The main 4.32-acre parcel is located within the City of Cocoa jurisdiction, is mostly rectangular, and was previously developed with the Oaks Mobile Home Park. The second parcel is a 0.61-acre lot within the City of Rockledge. This parcel has approximately 19.02± feet of frontage on the east side of U.S. One.

The subject is generally level and near road grade, with no areas of wetlands. The site has access to public utilities, has multiple ingress/egress points for access, but has limited frontage and visibility to high traffic on US Highway 1 (no access).

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards.

Overall, the subject has the ability to support a variety of development options under zoning from a physically possible standpoint, but is most conducive to multi-story residential uses.

Financially Feasible

Financial Feasibility is an analysis of the property's ability to return the highest possible yield to the investment of land and improvements based on its income-producing capability and the return requirements of investors in the market.

Regardless of the legally permitted uses and the site's physical characteristics, a use must be financially feasible to represent highest and best use. Based on the subject's location and zoning, there is potential for multi-family use consisting of apartments, townhouses, or condominium development. In addition, the subject can support retail or office development but the demand is significantly inferior to a multifamily project.

The site would not appeal to high intensity office or retail users that desire higher traffic counts and visibility. We note that supportive uses, such as a food service or service retail use as an accessory use may be viable, typically at the ground floor of a MF project, but not as a primary use of the site.

Apartment Analysis – the apartment market within Brevard County has strengthened considerably over the last 12 – 24 months, with several projects currently under construction or in the planning submittal process. These institutional grades, Class A and B quality projects, are located in high growth, high visibility areas where end unit pricing and rents are sufficient to support development costs. Most of these projects are developed with 200 to 300 units as smaller developments are not as financially feasible due to economies of scale. This also comes in the context of a housing shortage that is creating significant demand.

There are some CBD projects that have been developed or are under construction. The Highline Apartments in downtown Melbourne was recently constructed and is in lease up. Rockledge Flats is a 247-unit project in the CBD of Rockledge on Barton Blvd. There is a new project currently in planning in Titusville, Horizon at Sand Point, proposing 384 apartments in 8 story buildings.

These projects are occurring in areas that have historically built up, reached the end of their economic life, and are receiving redevelopment attention as being near supportive services of restaurants, employment, and community amenities. They believe that existing rents and occupancy rates are high enough to garner development, but we must caution that a sizeable concern in the marketplace of elevated construction costs, rising financing costs, and considerable inflation.

Thus, the feasibility of any prospective project may be whipsawing based on current construction costs. While we cannot prognosticate, it is reasonable that much of this is supply chain related, and may moderate as vaccine efforts begin to take effect worldwide.

We interviewed a few brokers that specialize in commercial and multifamily land and development sales. One individual was Brian Lightle of Lightle Beckner and Robison. He stated that there are several variables impacting larger multifamily density developments over 200 units namely the length of time from going under contract on a property to leasing the units out to tenants which averages approximately five (5) years. Further complicating developers in the current marketplace is the rising interest rates coupled with increased construction costs. However, Mr. Lightle stated that there is interest as more than 1,000 net new people are arriving to the Space Coast on a daily basis but further stated that developments of smaller projects are in more demand from developers and particularly ones that can be completed in multiple phases unlike the subject property.

Additionally, we spoke with Michael Dreyer of Dreyer and Associates. He stated that affordable housing is in high demand particularly in the subject's neighborhood and in particular, in areas that are "Opportunity Zones". He stated that there is still demand for larger multifamily development projects and that investors are typically willing to pay \$10,000-\$15,000 per unit. Mr. Dreyer also stated that he is seeing increased demand from investors for older, worn commercial properties for redevelopment specifically for multifamily use in the Cocoa neighborhood.

Nonetheless, Multifamily residential does appear to be the highest and best use of the site. However, a project specific feasibility study may return a smaller unit number for maximal market acceptance.

Maximally Productive Use

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that the site should be developed with a multi-family development. It is our opinion that the site could be developed with a multi-family and at maximum density apartments at 125 units per acre it could achieve a maximum of 616 units. This density of development is physically and legally possible, but exceeds typical market history. A project specific feasibility study may return a smaller unit number for maximal market acceptance.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded, "as is", market value is 3-4 Months for the effective date of December 29, 2023.

Marketing Period

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 3-4 Months for the effective date of December 29, 2023.

Market Analysis

We subscribe to CoStar Property Analytics, a recognized industry source for tracking market supply and demand trends. While not a comprehensive list of all multi-family sales, it does track enough to give a credible estimate on trends. The following is a report on the Greater Melbourne (equivalent to Brevard County) multi-family market.

Overview

Cocoa Multi-Family			
12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
0	(8)	6.7%	2.3%

Cocoa is a small multifamily submarket with about 880 apartment units. Its vacancy rate has expanded moderately over the past year, but at 6.7%, is somewhat below the long-term average.

Nothing has delivered over the past year, extending a prolonged break from building in the submarket. New supply will remain minimal in the near-term as nothing is currently underway. Rents have increased by 2.3% over the past year. While firmly in the green, this is the worst

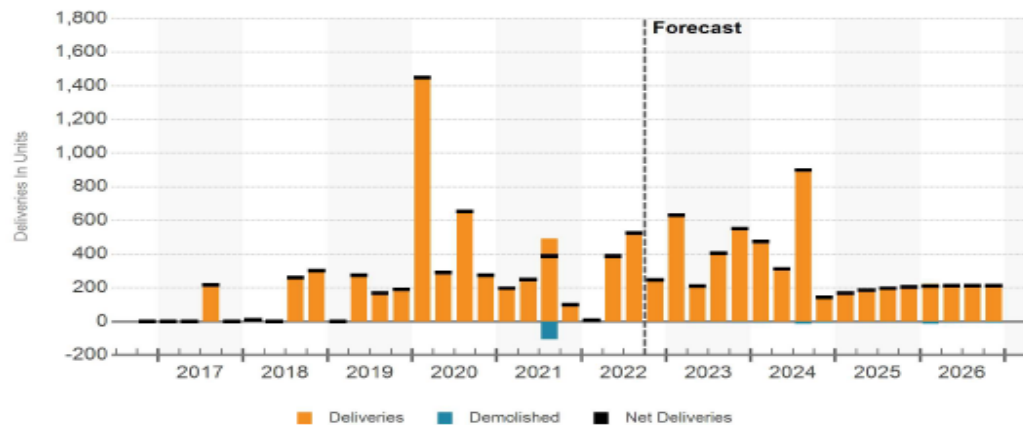
annual performance recorded here in more than five years.

There is some investment activity in the Cocoa Submarket. Over the past three years, there have been 10 transactions. The market price, which is an estimated price of all properties in the submarket, has risen dramatically over that time period and now stands at \$101,297/unit.

Construction

Melbourne Multi-Family	
<p>Multifamily development during the past three years has been exceptionally strong in Melbourne compared to the prior decade. In fact, more units delivered in the first six months of 2020 than had in any six-month stretch over the prior 30 years. In total, over 4,000 new units have been completed since the start of 2020, with 1,000 of those units delivering over the past 12 months. Additionally, there are another 3,600 units underway, representing an expansion of current inventory by 13.8%.</p> <p>Newly delivered properties have experienced little difficulty with lease-up for the most part. The Pearl at Viera has leased up at a rate of nearly 40 units per month since delivering in 21Q3. The 298-unit, 4 Star complex in Suburban Melbourne has an average rent of</p>	<p>\$2,050, well above the market average of \$1,730 for similar quality properties. Approximately half of its units are two-bedrooms with rents averaging just above \$2,200.</p> <p>Population growth in Florida is surging, and the Melbourne area is expected to capture its fair share of that in-migration. Over the previous three-year period, households have grown in Melbourne at a rate that is more than double the national average, with over 2,000 new residents added in the last year. That combined with an expected escalation in space-related employment bodes well for the expansion of Melbourne's multifamily sector moving forward.</p>

DELIVERIES & DEMOLITIONS



Economy

Melbourne Multi-Family

The Melbourne metro area is an integral part of the region known as Florida's Space Coast, a world-renowned aerospace hub. The region is home to NASA's Kennedy Space Center and Cape Canaveral Air Force Station, in addition to the launch and manufacturing operations of space companies including SpaceX, Boeing Co., Blue Origin, and Lockheed Martin Corp. The Space Coast is also home to the 45th Space Wing and the 920th Rescue Wing, both at Patrick Air Force Base, and the Naval Ordnance Test Unit at Cape Canaveral Air Force Station.

Melbourne's targeted industries include aerospace and defense, business services, communications, education, environment services, financial services, and information technologies. There are more people employed in the manufacturing sector in Melbourne than in the leisure and hospitality sector, which is notable given the economic impact of tourism on Florida. Manufacturing is a key industry in Melbourne, and a company that makes infrastructure for liquid hydrogen systems is planning a large expansion in Brevard County. GenH2, currently based out of Exploration Park at Kennedy Space Center, is preparing a \$35 million headquarters campus in Titusville on the former site of an automotive property. Site plans call for the redevelopment of an existing building into 80,000 SF of lab and offices, 100,000 SF of manufacturing area, and an observation deck for demonstrations and rocket launches.

The metro reported a 2.2% unemployment rate as of April 2022, 140 basis points below the overall U.S. rate of 3.6%.

Melbourne is also one of the nation's 10 most undervalued housing markets, according to a recent report by the National Association of Realtors, and was ranked #4 on U.S. News & World Report's recent ranking of the top places to retire in the U.S.

Melbourne Orlando International Airport (MLB) is America's fastest-growing aviation and aircraft manufacturing center, generating an estimated economic impact of nearly \$3 billion per year. Over 20,000 people work on the airport grounds every weekday, representing companies like Northrop Grumman, L3Harris, Embraer Executive Jets, Collins Aerospace, STS Mod Center, Thales, GE Transportation, Southeast Aerospace, Satcom Direct, and Avidyne Corp. The airport is underway on a terminal renovation and expansion project that includes \$72 million in upgrades, including the addition of 88,000 SF of new facilities.

Located directly on the main shipping lines along Florida's east coast, Port Canaveral offers 11 deep water berths and a deep draft main channel that offers unencumbered transit. Nearly 4 million tons of dry and liquid bulk cargo are handled annually at the port. Outside of cargo handling, the cruise industry is a driving force here, and cruise operations are driving a steadily increasing share of the port's total revenue now that the sector has recovered from initial pandemic-induced strains. Port Canaveral is ranked as the world's 2nd busiest cruise port in multi-day embarkations, and the best U.S. cruise homeport for 2021, and although virus concerns persist passenger traffic has rebounded markedly. Royal Caribbean International recently announced its new ship *Wonder of the Seas*, the largest cruise ship in the world, will homeport at Port Canaveral beginning November 2022.

There have been several significant new business announcements in Melbourne over the past year, perhaps the most noteworthy of which involves Terran Orbital Corp's plans to invest \$300 million in a satellite manufacturing facility that will create 2,100 high-wage jobs. Headquartered in Boca Raton, Florida, and Torino, Italy, Terran Orbital will create the jobs by the end of 2025. The new facility will be constructed at Cape Canaveral Spaceport and the first phase will include 660,000 SF of space with plans to build 1,000 satellites each year.

Officials at Melbourne Orlando International Airport are also quietly pursuing an opportunity with a confidential aircraft manufacturer and aerospace company that could build a significant presence over the next few years. The company, called "Project Vista" by officials, is considering a \$120 million campus that will create approximately 500 "well-paying" jobs on a 48-acre site off of Apollo Blvd north of Sheltair Aviation's fixed-base operation.

E-commerce giant Amazon has been rapidly expanding its footprint across the state of Florida, and the Melbourne area is home to a couple of new projects. The company is constructing a delivery station in Melbourne on a 65-acre site situated at West Eau Gallie Boulevard and Sarno Road, and recently completed construction on a 201,475-SF last-mile distribution center on 28.2 acres at 3855 Grissom Pkwy. in Cocoa. Amazon announced in July 2022 that it was postponing occupancy of the Cocoa facility, a determination made after the company reported a \$4 billion financial loss in the first quarter of 2022.

Neighborhood Analytics

For market trends, the search criteria are office properties within Brevard County. As indicated on the following charts, the average vacancy rate is increasing, at an average of 6.0%, while the average rental rate is increasing.

Vacancy

Melbourne Multi-Family

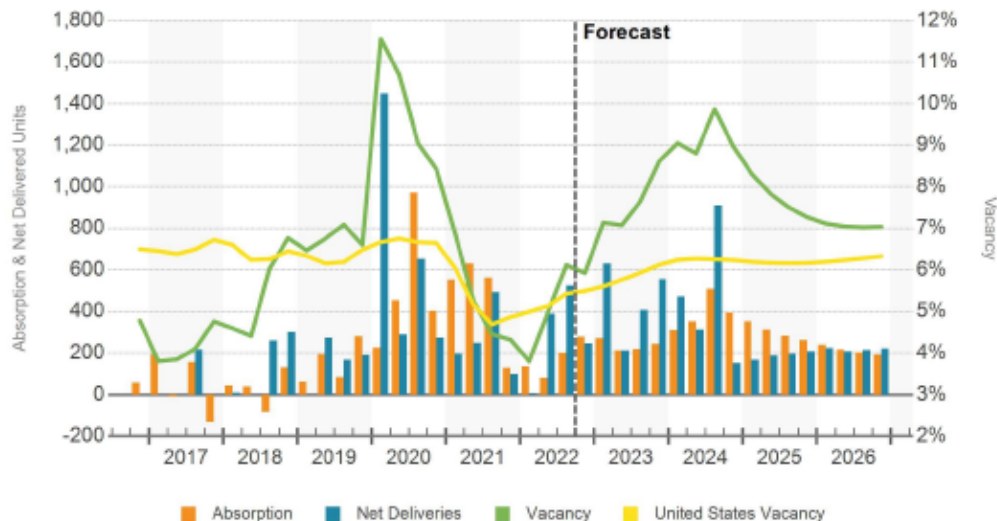
Multifamily demand has been robust in Melbourne over the last two years, growing at a significantly faster pace during 2020 to 2021 than at any point in the previous decade. For perspective, annual net absorption in Melbourne averaged just over 200 units for the period from 2012 to 2018, and this increased to over 600 units in 2019. Following the initial lockdown period early in the pandemic, the absorption of apartments in Melbourne increased significantly, growing to an annual total of just under 2,100 units by the end of 2020. Trailing 12-month performance has also been strong with approximately 550 units absorbed.

This pace of demand is expected to stay strong as population and employment growth are projected to continue at a healthy pace. Melbourne is well positioned to benefit from recent national net migration trends. Due in part to its more affordable real estate climate than neighboring Orlando, the area was recently ranked as

one of the nation's 10 most undervalued housing markets by the National Association of Realtors. It also ranked No. 4 on U.S. News & World Report's recent ranking of the top places to retire in the U.S. Additionally, a recent announcement by satellite manufacturer Terran Orbital to add 2,100 jobs will create additional multifamily demand through 2025. To put that number into perspective, the new jobs that will be added by Terran Orbital will roughly equal the total population growth recorded in Melbourne over the last year.

Vacancy has fallen precipitously over the course of the pandemic, dropping from nearly 12% at the end of 20Q1 to a current 6.0%. Leasing within newly delivered communities has been brisk, and with a slowly moderating supply pipeline in the near term, the market is likely to remain relatively tight compared to historical norms over the next few quarters.

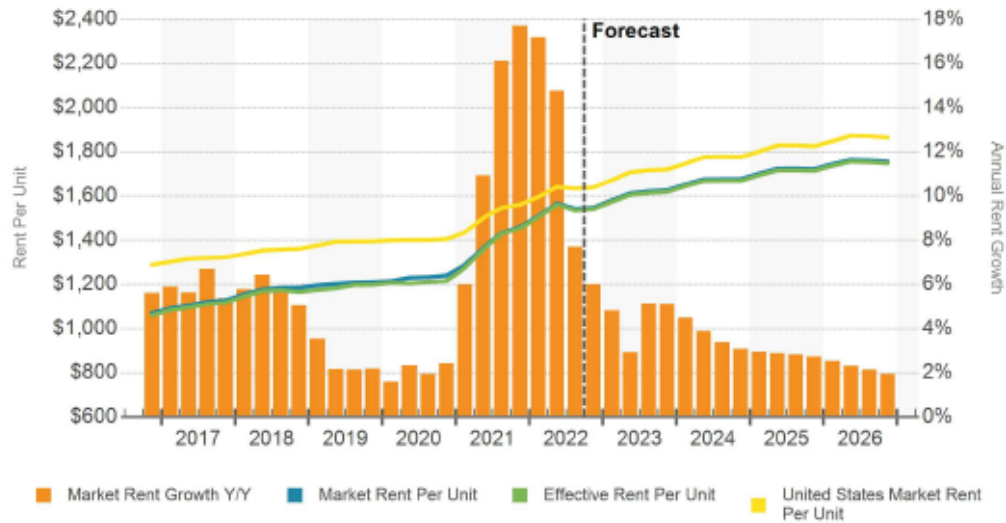
ABSORPTION, NET DELIVERIES & VACANCY



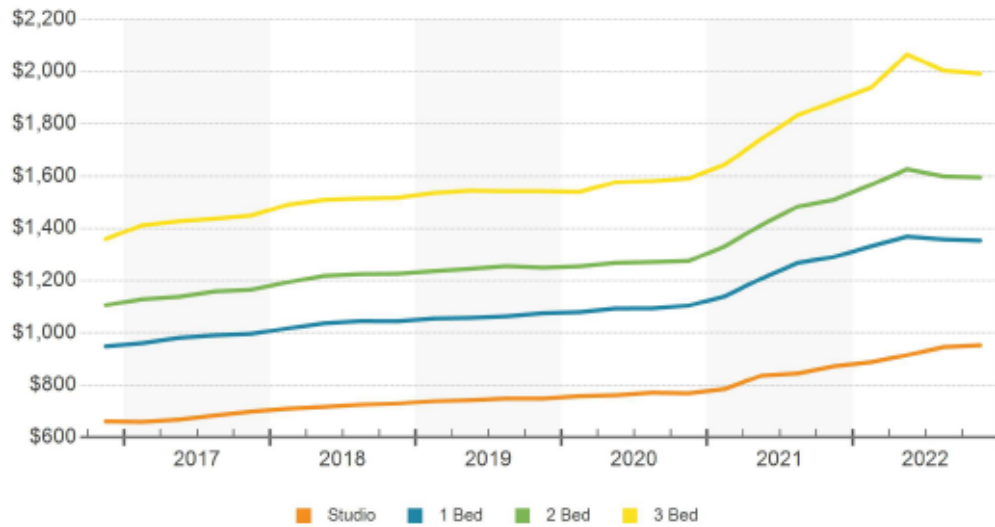
Rent

Melbourne Multi-Family

MARKET RENT PER UNIT & RENT GROWTH



MARKET RENT PER UNIT BY BEDROOM

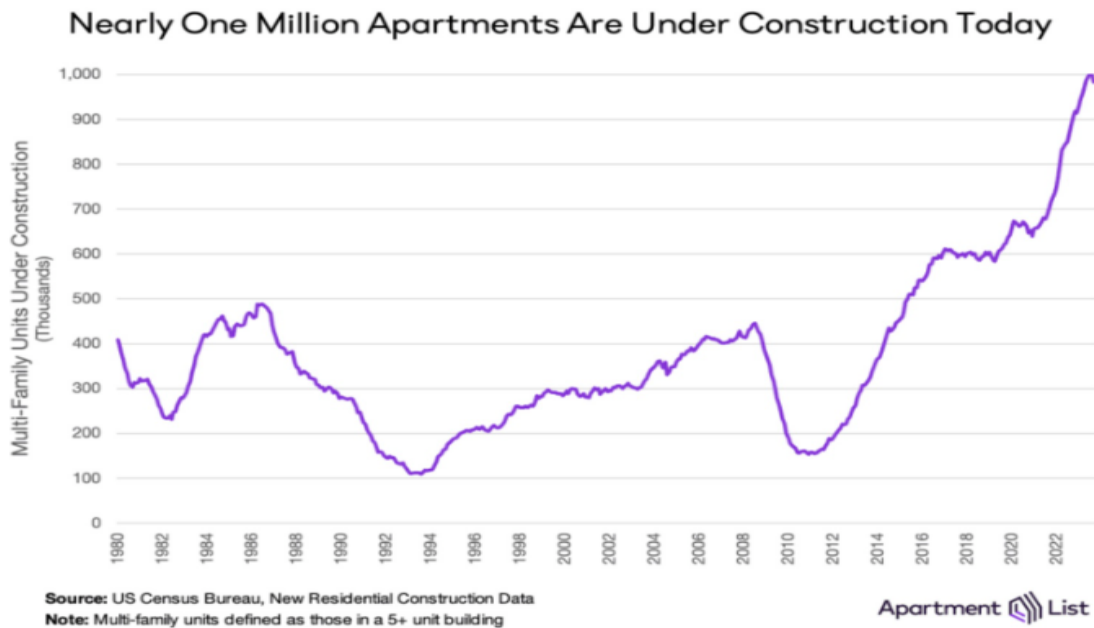


Multifamily fundamentals are strong in 2024, despite uncertainties

The 2024 apartment market forecasts are in and despite twists, turns and uncertainties, multifamily fundamentals are strong.

In December, the Apartment List Research Team released its Seven Predictions for the 2024 Rental market and Origin Investments published its Top 10 2024 Predictions of Multifamily Real Estate. Both suggest that the apartment market is bolstered by underlying strong fundamentals, despite lingering uncertainties and continuing recession fears.

The overarching questions heading into the new year are how rent growth and property valuations will hold up in light of the supply/demand equation and the state of the nation's economy. According to Apartment List, the number of new multifamily apartment units under construction hit one million for the first time ever in 2023 and both reports expect 2024 will see the most apartment units delivered in decades.



But the supply surge will not be indefinite. Origin Investments predicts new starts will screech to a halt because of the lack of available multifamily funding and a “potential rise in defaults on expiring debt, among other uncertainties.” This is in line with Yardi Matrix analysis.

A key takeaway from Apartment List's report is that the rental surge of the pandemic years has cooled in the wake of easing demand and rising supply, resulting in more than two-thirds of the nation's 100 largest cities now logging negative year-over-year rent growth. But both reports agree that rent growth will rise slightly out of negative territory in 2024, yet remain in the low single digits, amid the massive supply surge. "Even in the most bullish scenario, it's unlikely that demand will be strong enough to outstrip all the new supply that we know is coming," said Apartment List.

Origin Investments writes that negative rent growth will "head back to the historic norm, generally within a two- to four-percent range by Q3 and Q4 2024, bringing rent growth to 2022 levels." Although demand will not boom next year, says Apartment List, systemic barriers to homeownership will help create more long-term renters. The combination of record-high prices and spiking mortgage rates has caused home sales to grind to a standstill, since very few buyers can afford to buy, and current owners locked into low rates do not want to sell. Origin Investments notes that "This is the worst time possible to buy a home; the price discrepancy between buying and renting is at its most extreme since 1996."

Meanwhile, consensus expectations are that mortgage rates will ease modestly next year, but not enough to significantly alter the prevailing dynamic of the for-sale market, says Apartment List. Hybrid work arrangements will become the new normal for office jobs, even though in 2023 workers began migrating back to the office. The pendulum will never swing back to pre-pandemic norms, says Apartment List. This will drive demand for rentals that provide spaces and amenities that enable a flexible renter workforce to blend work and home life. Insurance rates, which repriced up dramatically in 2022, due to increased frequency of weather-related disasters and associated costs, will remain high, writes Origin Investments. "Despite owners often getting less for their money, these rates are here to stay and will impact owners who haven't broadened their margins to account for rising costs."

Last year, generative AI went mainstream and began to change the way property managers operate and communicate with renters. Apartment List thinks 2024 will see a new wave of AI-powered tools specifically for renters. Origin Investments' CO-CEO David Sherer remains bullish on the multifamily market. "We are seeing generational opportunities in senior debt and preferred equity, both of which provide protection in the capital structure and the potential for 10- to 15-percent returns. The world is uncertain, but it remains a mistake to stay out of the investment market, and this will continue to be true in 2024," he said.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

Utilized Approaches to Value

Cost Approach

☐

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

☒

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

☐

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables – As Is

We have researched comparable land sales for this analysis; these are documented on the following pages and analysis grid. All sales have been researched through numerous sources and verified by a party to the transaction when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison.

In our valuation, we searched for multifamily land sales. Our extensive experience in the marketplace, interviews with developers, brokers, and market participants indicate that predominantly this property type is analyzed on a price per unit basis i.e., how many units can a site yield. As such, our valuation is subsequently based on Price Per Land Unit.

Land Comparable 1



Transaction

Address	2320 Highway 524	ID	8326
City	Cocoa	Date	9/30/2021
County	Brevard	Actual Price	\$4,158,750
Zip	32926	Price Adjustment	\$0
Tax ID	24-36-18-27-*-1	Price	\$4,158,750
Grantor	Cocoa Retail, LLC	Price Per Land Unit	\$14,853
Grantee	Cirrus Apartments, LLC	Sale Verification Source	Public Records
Book/Page or Reference	9279/1518	Conditions of Sale	None
Financing	Market Terms	Days on Market	

Site

Acres	15.74	Zoning	PUD
Land SF	685,634	Utilities	All to site
Usable Acres	15.74	Traffic Count	18,890
Corner	Yes	Road Frontage	1601'; 1077' SR-524;
Topography	Level w/grade	Land Units	280
Access	Average	Distance	3.96

Sale Comments

This is the sale of 15.74 acres of land along SR-524 backing to SR-528 in Cocoa. At time of sale there were improvements that have been vacant for some time. Cirrus Apartments has plans to remove improvements to develop a 280 unit apartment complex. Therefore the improvements contributed no significant value to the sale.

The property sold on September 30th for \$4,158,750 or \$6.07 SF Land. Estimated price of \$14,853/unit.

Land Comparable 2



Transaction			
Address	940 Rockledge Boulevard	ID	62
City	Rockledge	Date	4/6/2022
County	Brevard	Actual Price	\$6,400,000
Zip	32955	Price Adjustment	\$1,000,000
Tax ID	24-36-33-00-00758.0;756;825,757	Price	\$7,400,000
Grantor	Amor Rockledge, LLC	Price Per Land Unit	\$24,667
Grantee	Cameron Rockledge, LLC	Sale Verification Source	Michael Dreyer, LA
Book/Page or Reference	9471/1633	Conditions of Sale	None Known
Financing	Cash to seller	Days on Market	N/A
Site			
Acres	13.88	Zoning	RMU - Redevelopment
Land SF	604,613	Utilities	All to site
Usable Acres	13.88	Traffic Count	34,970
Corner	Yes	Road Frontage	Rockledge Blvd - 1,700'
Topography	Level w/grade improved	Land Units	300
Access	Above Average	Distance	0.22
Sale Comments			

This 13.88 acre property is located on the northeast corner of Rockledge Boulevard and Dixie Land in The City of Rockledge. The property includes four parcels that includes 146,607 square feet of vacant improvements that do not represent the highest and best use of the site. The property was listed as a redevelopment opportunity at \$6,900,000. The property sold for \$6,400,000 or \$21,333 per unit and according to the listing agent sold to a developer who plans to demo the improvements and construct a 300 unit apartment complex. The demo cost were estimated at \$1,000,000 based on information obtained by listing agent and did affect the purchase price.

Land Comparable 3



Transaction

Address	3420 Dixie Hwy NE	ID	14144
City	Palm Bay	Date	11/15/2023
County	Brevard	Actual Price	\$7,500,000
Zip	32905	Price Adjustment	
Tax ID	28-37-11-78-C-1	Price	\$7,500,000
Grantor	Mlef2-1 Llc	Price Per Land Unit	\$21,307
Grantee	Jv Capital And Properties Llc	Sale Verification Source	Luis A Perez
Book/Page or Reference	9938/1676	Conditions of Sale	None
Financing	Conventional	Days on Market	

Site

Acres	21.83	Zoning	BMU
Land SF	950,915	Utilities	All to site
Usable Acres	21.83	Traffic Count	30,800
Corner	Yes	Road Frontage	2000
Topography	Level w/grade	Land Units	352
Access	Above Average	Distance	22.04

Sale Comments

This sale involves a 21.83-acre parcel of vacant land located at 3420 Dixie Hwy NE. The property was acquired by JV Capital and Properties LLC from MLEF2-1 LLC on November 20, 2023, for \$7,500,000. Featuring views of the Indian River, this corner site benefits from frontage on both US-1 and Robert J Conlan Blvd, which includes a signalized intersection. The daily traffic along US-1 is approximately 30,800 vehicles. The buyers plan to develop the site into the Harbor Pointe Apartments, consisting of 352 units. The property was sold with entitlements for these 352 units, equating to a cost of \$21,307 per unit. While the site does benefit from views of the river, the FEC Railway runs along the the west side of the site and there is a chemical plant located directly north west of the site.

Land Comparable 4



Transaction			
Address	4600 Dixie Highway NE	ID	9285
City	Palm Bay	Date	4/14/2022
County	Brevard	Actual Price	\$7,200,000
Zip	32905	Price Adjustment	\$0
Tax ID	28-37-25-01-*AA, 28-37-25-01-*BB, 28-37-25-00-1 & 28-37-25-01-*CC	Price	\$7,200,000
Grantor	Eztopeliz LLC	Price Per Land Unit	\$17,349
Grantee	4600 Dixie Hwy Apartments	Sale Verification Source	Ross Abramson (Buyer)
Book/Page or Reference	9476/1525	Conditions of Sale	None Noted
Financing	Conventional	Days on Market	958
Site			
Acres	10.39	Zoning	BMU - Bayfront Mixed
Land SF	452,588	Utilities	Nearby
Usable Acres	10.29	Traffic Count	20,870
Corner	Yes	Road Frontage	887' Dixie Highway
Topography	Level w/grade improved	Land Units	415
Access	Above Average	Distance	24.25
Sale Comments			

This is the closed sale of 10.39 Acres of land located with 887 feet of direct road frontage along Dixie Highway (US Highway 1) in Palm Bay. The property also has approximately 2,300 feet of water frontage along the Indian River Lagoon on the east side of the highway. The property is zoned BMU (Bayfront Mixed Use) allowing for 40 units per acre to be developed of multi-family residential. This would allow for 415 units but as the land bordering the river would not be able to be developed, 410-411 units would be the maximum permissible. According to plans under review with St. Johns Water Management, there are 305 multi-family units and approximately 15,000 SF of retail proposed.

The property was listed on CoStar for over 2 years, 958 days on market, and was sold for \$7,200,000 or \$692,974 on a per acre basis. The property was purchased by Ross Abramson and 4600 Dixie Hwy Apartments LLC. There are plans for development of two, seven story multifamily buildings with over 400 units. Additionally, there are plans for a marina utilizing the strip of land on the east side of the highway with multiple boat slips for residents. On a per unit basis, and assuming 415 units are developed, this would equate to \$17,349 on a per unit development basis. According to the Palm Bay planning department the site plan was approved in August 2023.

Land Comparable 5



Transaction

Address	2739 S. Ridgewood Avenue	ID	14125
City	Daytona Beach	Date	7/26/2022
County	Volusia	Actual Price	\$6,450,000
Zip	32119	Price Adjustment	\$0
Tax ID	5.33306E+11	Price	\$6,450,000
Grantor	Ridgewood Daytona JV LLC	Price Per Land Unit	\$14,659
Grantee	VERSO Sub III, LLC	Sale Verification Source	VCPAO
Book/Page or Reference	8291/3173	Conditions of Sale	None Noted
Financing	Market Terms	Days on Market	Unknown

Site

Acres	8.70	Zoning	PUD
Land SF	378,972	Utilities	All to Site
Usable Acres	8.7	Traffic Count	32,886
Corner	No	Road Frontage	1010' S. Ridgewood
Topography	Level w/grade improved	Land Units	440
Access	Average	Distance	58.24

Sale Comments

This is the closed sale of 8.7 acres of land in three adjacent land parcels located along S. Ridgewood Avenue (Highway 1) in Daytona Beach. The property is zoned PUD within the City of Daytona Beach.

The property was not actively listed but closed with the Volusia County Property Appraiser's Office with a recorded sales price of \$6,450,000 on July 26, 2022. The property will be developed with 440 units in an apartment complex known as Sea View Apartments. The project is still in the early stages but the complex is expected to open in 2026. The complex will feature 5,500 SF of ground floor restaurant space, a waterfront pool, marina with 70 slips, and a 770 space parking garage. The building is expected to be 580,000 total square feet. Additional amenities reported include a water taxi service that will provide residents an "easy and relaxing way to travel to nearby attractions and destinations".

Land Comparable 6



Transaction

Address	430 Brevard Ave	ID	8327
City	Cocoa	Date	8/15/2023
County	FL	Actual Price	\$3,900,000
Zip	32922	Price Adjustment	\$0
Tax ID	24-36-33-39-B-11; 24-36-33-39-B-8; 24-36-33-39-B-7	Price	\$3,900,000
Grantor	Allerand Cocoa LLC	Price Per Land Unit	\$16,183
Grantee	430 Brevard LLC	Sale Verification Source	BCPAO
Book/Page or Reference	9862/2786	Conditions of Sale	None Noted
Financing	Market Terms	Days on Market	Unknown

Site

Acres	1.93	Zoning	CBD
Land SF	84,071	Utilities	All to site
Usable Acres	1.93	Traffic Count	0
Corner	Yes	Road Frontage	970': 371 Brevard Ave; 371' Delannoy; 228' Church St
Topography	Level/Improved	Land Units	241
Access	Average	Distance	0.29

Sale Comments

This is the closed sale for three adjacent parcels in downtown Cocoa Village totaling 1.93 acres. It is currently improved as a bank and offices. According to news articles published in March 2022, the buyer intends to fully redevelop the property into a 241 Multi-Family unit complex with some ground-floor commercial space. However, this redevelopment plan has not been approved as of March 2022. Since the buyer intends to redevelop, no value is given to current improvements. The proposed cost per unit would be \$16,183 per unit if approved. This project had an extended closing period due to ongoing changes and approvals/

The closed sale was confirmed with the Clerk of Courts recorded Warranty Deed with a closed sales price of \$3,900,000 which equates to \$46.39 on a price per land square foot.

Land Comparable 7



Transaction			
Address	XX Lipscomb St.	ID	12757
City	Palm Bay	Date	12/28/2023
County	Brevard County	Actual Price	\$2,900,000
Zip	32905	Price Adjustment	\$0
Tax ID	28-37-14-53-6; 28-37-14-53-5; 28-37-14-52-4; 28-37-14-52-3	Price	\$2,900,000
Grantor	Paul Daly & Don Ballew	Price Per Land Unit	\$12,393
Grantee	Undisclosed/Pending	Sale Verification Source	Duane Watson, LA
Book/Page or Reference	Not Recorded (pending)	Conditions of Sale	Pending Contract
Financing	Market Terms	Days on Market	1323
Site			
Acres	24.61	Zoning	RM-10
Land SF	1,072,012	Utilities	Nearby
Usable Acres	24.61	Traffic Count	0
Corner	Yes	Road Frontage	2,286' Lipscomb St. NE
Topography	Wooded	Land Units	234
Access	Average	Distance	22.34
Sale Comments			

This is the pending contract of four parcels with a total of 24.61 acres situated along the eastern side of Lipscomb Street NE in Palm Bay. The property has no areas of indicated wetlands and is zoned RM-10 allowing for multifamily development.

The property is currently under contract for the asking price of \$2,900,000 and has been on the market for 1,323 days. The listing agent is Duane Watson of Watson CRE. He stated that the property has a conceptual site plan for 234 townhomes but was unsure of the unit mix (bedroom count) nor the buyers intended use. He stated that the property is still pending and is not expected to close until November 1, 2023.

The property sold on 12/28/2023 for \$2,900,000. The buyer of the property is Pulte Homes and they intend to construct the Lipscomb Street Townhomes. An application in the SJRWMD is currently under review but at the time of sale the site was not sold with any entitlements, only conceptual site plans.

Land Comparable 8

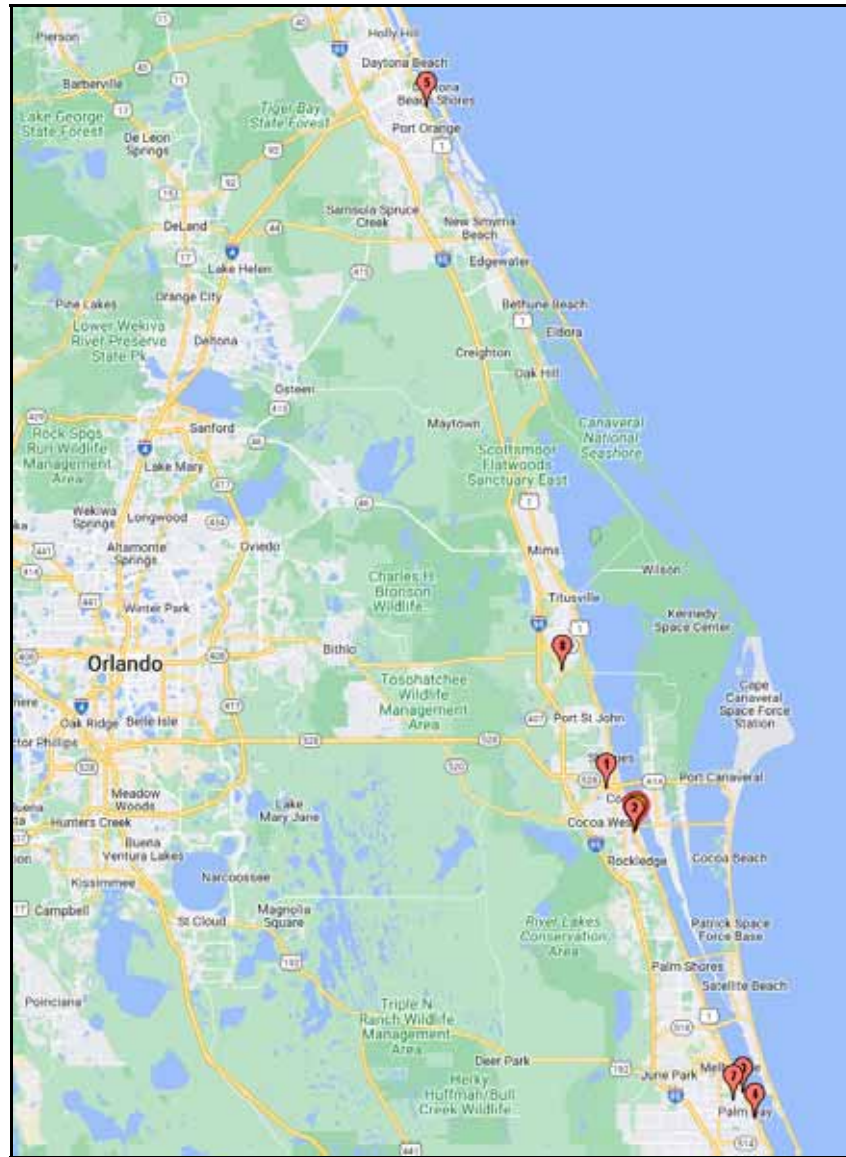


Transaction			
Address	Not Assigned	ID	8668
City	Titusville	Date	4/4/2023
County	Brevard	Actual Price	\$8,000,000
Zip	32780	Price Adjustment	
Tax ID	22-35-33-00-506	Price	\$8,000,000
Grantor	Ashton Acquisition Group LLC	Price Per Land Unit	\$16,097
Grantee	ChanceTV Land Owner, LLC	Sale Verification Source	Tony Bengé
Book/Page or Reference		Conditions of Sale	None
Financing	Conventional	Days on Market	
Site			
Acres	39.85	Zoning	RC
Land SF	1,735,866	Utilities	All to site
Usable Acres		Traffic Count	16,100
Corner	Yes	Road Frontage	2715
Topography	Level w/grade, wooded	Land Units	497
Access	Good	Distance	13.69
Sale Comments			

This 39.85 acre parcel of raw land is located on the northwest corner of Challenger Memorial Parkway and Columbia Boulevard in Titusville. The property is being marketed for a variety of development scenarios including industrial, commerce center, or automotive dealership, mixed-use for retail, office, residential or multifamily development. However, residential development would require a zoning change. The property is listed for \$4,950,000. The property was sold on 3/30/2022 for \$4,900,000 or \$122,961 per acre. The sale was verified by Tony Bengé of Bengé Development Corporation and he stated that the properties intended use is for multifamily and commercial our parcels. Utilities are in the right of way in front of the site and the site was sold with current zoning of high intensity commercial. Tony also stated that the transaction was arms length. As of 12/1/2022 there is a submitted plan for 497 MF units.

The property was most recently sold on April 4th, 2023 for a price of \$8,000,000. The property is raw land, zoned for residential/commercial, a redevelopment project, and was an investment sale. The consideration, sale date, property size, and that it was a cash deal transaction was confirmed by the seller, who repped himself. The buyers side could not be reached. The seller confirmed that the site was sold with entitlements for the first 300 units of the mixed use project to Chance Partners plus a partial payment (deposit) on the second phase. The seller retained the commercial frontage as that was not part of the sale.

Comparables Land Sales Map



Legend	Address	City	Distance
Subject	915 Florida Avenue	Cocoa	
Comp 1	2320 Highway 524	Cocoa	3.96 miles
Comp 2	940 Rockledge Boulevard	Rockledge	.22 miles
Comp 3	3420 Dixie Hwy NE	Palm Bay	22.04 miles
Comp 4	4600 Dixie Highway NE	Palm Bay	24.25 miles
Comp 5	2739 S. Ridgewood Avenue	Daytona Beach	58.24 miles
Comp 6	430 Brevard Ave	Cocoa	.29 miles
Comp 7	XX Lipscomb St.	Palm Bay	22.34 miles
Comp 8	Not Assigned	Titusville	13.69 miles

and Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
Address	915 Florida Avenue	2320 Highway 524	940 Rockledge Boulevard	3420 Dixie Hwy NE	4600 Dixie Highway NE	2739 S. Ridgewood Avenue	430 Brevard Ave	XX Lipscomb St.	Not Assigned
City	Cocoa	Cocoa	Rockledge	Palm Bay	Palm Bay	Daytona Beach	Cocoa	Palm Bay	Titusville
County	Brevard	Brevard	Brevard	Brevard	Brevard	Volusia	FL	Brevard County	Brevard
Date	12/29/2023	9/30/2021	4/6/2022	11/15/2023	4/14/2022	7/26/2022	8/15/2023	12/28/2023	4/4/2023
Price	--	\$4,158,750	\$7,400,000	\$7,500,000	\$7,200,000	\$6,450,000	\$3,900,000	\$2,900,000	\$8,000,000
Land Units	616	280	300	352	415	440	241	234	497
Price per Unit		\$14,853	\$28,000	\$21,307	\$17,349	\$14,659	\$16,183	\$12,393	\$16,097
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Market Terms	0.0%	Cash to seller	0.0%	Conventional	0.0%	Market Terms	0.0%
Conditions of Sale	Cash	None	0.0%	Entitlements	-30.0%	Entitlements	-30.0%	None Noted	0.0%
Expend. After Sale		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Price per Unit		\$14,853	\$19,600	\$14,915	\$17,349	\$14,659	\$16,183	\$12,393	\$11,268
Market Trends Through	11/1/2022	3.0%	3.3%	1.7%	0.0%	1.6%	0.8%	0.0%	0.0%
Adjusted Price per Unit		\$15,338	\$19,935	\$14,915	\$17,634	\$14,776	\$16,183	\$12,393	\$11,268
Subsequent Trends Ending	12/29/2023	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Price per Unit		\$15,338	\$19,935	\$14,915	\$17,634	\$14,776	\$16,183	\$12,393	\$11,268
Characteristics Adjustments									
Location	Average	Average	Above Average	Above Average	Above Average	Above Average	Average	Average	Average
% Adjustment		0%	-5%	-5%	-5%	-5%	0%	0%	0%
Qualitative		Similar	Superior	Superior	Superior	Superior	Similar	Similar	Similar
Land Units	616	280	300	352	415	440	241	234	497.00
% Adjustment		-15%	-15%	-15%	-10%	-10%	-20%	0%	0%
Qualitative		Superior	Superior	Superior	Superior	Superior	Superior	Similar	Similar
Topography	Level w/grade improved	Level w/grade improved	Level w/grade improved	Level w/grade improved	Level w/grade improved	Level w/grade improved	Level/Improved	Wooded	Level w/grade, wooded
% Adjustment		10%	0%	10%	0%	0%	0%	15%	15%
Qualitative		Inferior	Similar	Inferior	Similar	Similar	Similar	Inferior	Inferior
Shape	Irregular	Irregular	Irregular	Irregular	Mostly Rectangular	Irregular	Rectangular	Mostly Rectangular	Irregular
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Utilities	All to Site	All to site	All to site	All to site	Nearby	All to Site	All to site	Nearby	All to site
% Adjustment		0%	0%	0%	5%	0%	0%	5%	0%
Qualitative		Similar	Similar	Similar	Inferior	Similar	Similar	Inferior	Similar
Zoning	C-C;RMU	PUD	RMU - Redevelopment	BMU	BMU - Bayfront Mixed	PUD	CBD	RM-10	RC
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Access	Average	Average	Above Average	Above Average	Above Average	Average	Average	Average	Good
% Adjustment		0%	-5%	-5%	-5%	0%	0%	0%	-5%
Qualitative		Similar	Superior	Superior	Superior	Similar	Similar	Similar	Superior
Retention	On-site	On-site	On-Site	None	On-Site	On-Site	On-Site	None	None
% Adjustment		0%	0%	5%	0%	0%	0%	5%	5%
Qualitative		Similar	Similar	Inferior	Similar	Similar	Similar	Inferior	Inferior
Proposed Use	MF Development	Apartments	Multi-family Apartments	Multifamily Residential	MF Development	Apartments - 440 Units	MF	Townhomes	MF
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Adjusted Price per Unit		\$14,571	\$14,951	\$13,423	\$14,989	\$12,560	\$12,946	\$15,491	\$12,958
Net Adjustments		-5.0%	-25.0%	-10.0%	-15.0%	-15.0%	-20.0%	25.0%	15.0%
Gross Adjustments		25.0%	25.0%	40.0%	25.0%	15.0%	20.0%	25.0%	25.0%

Analysis and Adjustments

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per square foot of GBA. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is used for the remaining physical features. We have considered each sale regarding its relative similarity with the subject in the factors noted above. Then a conclusion is drawn regarding the comparable sale's overall similarity with the subject.

Adjustment to Price

No additional price adjustments were required.

Property Rights

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee or partial interests. All of the sales reported fee simple property rights purchased by owner users and no adjustments for this category are indicated.

Financing

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. In this case, no adjustment is warranted.

Conditions of Sale

This category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. In this case, we have adjusted for entitlements that were in place at time of sale. Comparables 2, 3, and 8 all had entitlements in place and have a downward adjustment of -30.0%.

Economic Trends

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal.

In the course of our appraisal work we interview market participants including planning and zoning officials on planned projects, general contractors on costs, and brokers on supply and demand. Overall, we believe an annual time adjustment of 3.0% per year through November 1, 2022, followed by 0% through the effective date of this report, is appropriate for this property type.

Location

The subject's surrounding neighborhood is considered to be Average with no significant view or traffic amenity. The comparables are adjusted accordingly and all are located in the immediate area or similar areas. Adjustments also consider traffic count and visibility.

Physical Characteristics

The sales are adjusted qualitatively for physical characteristic differences. We considered the permissible land units, the size and shape of the site, topography, access to municipal utilities, zoning, access, retention, and proposed use.

The most significant adjustment applied is for number of land units. The total number of units the subject can support is 616. As a project increases, over the threshold of typical project size which we would rate as 300, additional considerations are required. Larger projects require: higher vertical costs per unit/SF vs projects that can build horizontally, higher total cost overall which starts to exclude smaller developers, longer absorption, smaller unit sizes to physically fit the units, more concentrated supply of product in the market, etc. Each of these have an impact, but combined serve to lower the indicated price per unit. We conclude a significant adjustment would be applied by most market participants for the project size of 616.

Sales Comparison Approach Conclusion

The adjusted values of the comparable properties range from \$12,560 to \$15,491 per land unit; the average is \$13,986 and the median is \$13,997. Using weighted averaging, we reconcile to a value of \$14,000 per land unit.

Land Value Ranges & As Is Reconciled Value			
Number of Comparables:	8	Unadjusted	Adjusted
			% Δ
Low:		\$12,393	\$12,560
High:		\$28,000	\$15,491
Average:		\$17,605	\$13,986
Median:		\$16,140	\$13,997
Reconciled Value/Unit Value:		\$14,000	land unit
Subject Size:		616	
Indicated Value:		\$8,624,000	
Reconciled Final As Is Value:		\$8,624,000	
Eight Million Six Hundred Twenty Four Thousand Dollars			

Test of Reasonableness: While the project could legally, and perhaps physically, fit all requirements to support the 616 units, prospective developers may choose **NOT** to maximize density in a business plan oriented at a smaller project concept. As an alternative we note that at 300 units, which is considered the traditional upper end of the market, the correlating implied unit price would be \$28,746. Thus, we believe that a developer seeking to maximize unit size would be more price per unit conscious, a smaller project may appeal to developers at a higher price point, but not far outside the range of market indications.

Billboard Analysis

The western parcel currently has three billboards located on the site, adjacent to its US 1 frontage, that is leased under a single lease to LAMAR Companies. The lease is currently in the fourth year and recently had a 3% escalation on January 1, 2024 whereby the current lease rate is at \$257.50 per month or \$3,090 annually. A representative Lease Abstract is below followed by a copy of the lease:

Lease Abstract				
Address: Parcel # 24-36-33-00-755 (Abbr. Desc. THAT PART OF SW 1/4 OF SB 1/4 AS DESCR IN ORB 1349 PG 473 LYING W OF HUGLETT ST Landlord: City of Cocoa Tenant: The Lamar Companies Date Signed: 12/8/2020 Commencement: 1/1/2021 Lease Term: 10 Years Termination Date: 12/31/2030 Billboard Size: Three (3) Poster Panels w/each panel being 10.5 ft x 22.75 ft Rent Escalations: Years 1-3: Flat over term, Years 3-6: 3% over prior term, Years 6-9: 3% over prior term, Years 9-10: 3% over prior term. Date Last Rent Change: 1/1/2024 Date of Next Rent Change: 1/1/2027				
Year Starting	Subject Annual Rent Obligations	Rent Change	Base Rent Per Month	Rental Rate Per Year
1/1/2021	\$3,000.00	N/A	\$250.00	\$3,000.00
1/1/2022	\$3,000.00	1.00000	\$250.00	\$3,000.00
1/1/2023	\$3,000.00	1.00000	\$250.00	\$3,000.00
1/1/2024	\$3,090.00	1.03000	\$257.50	\$3,090.00
1/1/2025	\$3,090.00	1.00000	\$257.50	\$3,090.00
1/1/2026	\$3,090.00	1.00000	\$257.50	\$3,090.00
1/1/2027	\$3,182.70	1.03000	\$265.23	\$3,182.70
1/1/2028	\$3,182.70	1.00000	\$265.23	\$3,182.70
1/1/2029	\$3,182.70	1.00000	\$256.23	\$3,182.70
1/1/2030	\$3,278.18	1.03000	\$273.18	\$3,278.18
Comment: Lease is structured as either a gross lease on a monthly basis or a percentage rent (20% of net revenue of sales), whichever is greater. Expenses/Maintenance: Tenant is responsible for the maintenance and expenses of upkeep of the sign and any damage. Utility Charges: Tenant shall provide for its own utilities and shall be responsible for paying such utilities. Termination Clause: Landlord and Tenant may without reason cancel this lease with a ninety (90) day notice to the other party. Concessions: None Noted. Insurance: Tenant is responsible for the following insurance: worker's compensation, commercial general liability, business or commercial property insurance, and automobile liability coverage.				

THE LAMAR COMPANIES

Lamar Co # 004

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

James R. McIlwain

New
☒ Renewal
004-09121-01 Lease #

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 6th day of December, 2020, by and between: CITY OF COCOA (hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides:

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the maintenance and repair of the existing outdoor advertising structure ("sign"), including necessary structures, advertising devices, and power poles, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign.

The premises are a portion of the property located in the County/Parish of BREVARD, State of FLORIDA, more particularly described as:

(PARCEL # 24-36-33-00-00755.0-0000.00 ABBREVIATED DESCRIPTION: THAT PT OF SW 1/4 OF SW 1/4 AS DESCR IN ORB 1349 PG 473 LYING W OF HUGULETT ST)

1. This Lease shall commence on December 8, 2020 and shall be for a term of ten (10) years from January 1, 2021, ending at 11:59 p.m. EST, on December 31, 2030.

LESSOR or LESSEE may without reason cancel this lease with a ninety (90) day notice to the other party.

2. LESSEE shall pay to LESSOR an annual rental of, either:

(a) The rental amount described below:

Years 1-3: (\$3,000.00) Dollars, payable monthly in advance in equal installments of two hundred and fifty dollars, (\$250.00)

Years 3-6: (\$3,090.00) Dollars, payable monthly in advance in equal installments of two hundred and fifty seven dollars and fifty cents, (\$257.50)

Years 6-9: (\$3,182.70) Dollars payable monthly in advance in equal installments of two hundred and sixty five and twenty three cents (\$265.23)

Years 9-10: (\$3,278.18) Dollars payable monthly in advance in equal installments of two hundred seventy three dollars and eighteen cents, (\$273.18) (for each period, the "Guaranteed Rent"), or

(b) Twenty percent (20%) of the net revenue of sales, ("Percentage Rent"), whichever is greater. Percentage Rent will be calculated annually in arrears beginning December 1, 2021 with the first installment due at the end of the year following the commencement month. Calculation shall be as follows, twenty percent (20%) of the net revenue will be calculated, and LESSOR'S Guaranteed Rent deducted from that calculation. In the event of a termination as provided in Section 1 or 4, the Percentage Rent shall be calculated for the months of the rental year expired prior to the termination and remitted to the LESSOR less the paid Guaranteed Rent already made for the period prior to the termination. Any balance remaining less LESSOR'S Guaranteed Rent will be sent to LESSOR accordingly with a detailed statement of the calculation with the following month's rental payment or upon completion of the calculation in the event this Lease has been terminated. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect any other obstruction of highway view or any vegetation that may obstruct the view of LESSEE's sign. Should LESSOR erect any obstruction of highway view or any vegetation that may obstruct the view of LESSEE's sign, LESSEE may terminate this Lease as provided in Section 4.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. The LESSEE acknowledges the LESSOR'S existing sign with DOT tag #s AD075 & AD079 next to LESSEE'S signs and the LESSOR'S right to lease said boards, which shall not be a basis for termination by the LESSEE. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis. LESSOR or LESSEE may without reason cancel this lease with a Ninety (90) day notice to the other party.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within the time period specified in Section 20 below after expiration of the term hereof or termination. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease.

LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. If the whole of the leased premises, or such portion thereof as will make said premises unusable for the purposes herein agreed, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSEE and LESSOR as of that date. In the event LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide prompt written notice of the proceeding to LESSEE. LESSEE shall not be permitted to share in any real estate compensation as a result of a condemnation, except the right to recover for the value of trade fixtures LESSEE has installed on the premises. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to the LESSOR without any deduction from such award for the value of the unexpired term of this Lease or for any other estate or interest in the premises now or later vested in the LESSEE. The LESSEE assigns to LESSOR all LESSEE's right, title, and interest in any and all such awards.

9. LESSEE agrees to indemnify, defend, and hold harmless LESSOR and LESSOR's officers, agents and employees from all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees, of any kind and nature including, but not limited to, claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising or growing out of, or in any way connected with the installation, operation, maintenance, or dismantling of LESSEE'S sign by LESSEE or LESSEE's agents, servants, employees during the term of this lease, unless such claims are a result of the City's sole negligence. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

The LESSEE specifically assumes potential liability for actions brought by the LESSEE's own employees against the LESSOR and, solely for the purpose of this indemnification and defense, the LESSEE specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

LESSEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the LESSOR when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Article shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve LESSEE of its liability and obligation to defend, hold harmless and indemnify City as set forth in this Article of the Lease. Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

10. LESSEE further agrees to hold harmless and to defend LESSOR against any claims of patent or copyright infringement occasioned by the advertisement, display or use of the sign under this Lease and to indemnify LESSOR, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

11. Omitted

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

15. The LESSEE understands and agrees that the LESSOR, as a municipal government entity, has a particular interest in the types of advertisements that may be displayed on public property and, specifically, that the leased premises may be considered a nonpublic or limited public forum under First Amendment law. The City intends to preserve its rights to reasonably limit the content of any advertisements placed on the leased premises in a viewpoint neutral manner. Accordingly, LESSEE shall not accept advertisements for the leased premises displaying the following content criteria:

- (a) Profane, obscene, violent, or sexual content or businesses, or an adult entertainment business as defined by Chapter 2.5 of the Cocoa City Code;
- (b) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- (c) Content depicting conduct or encouragement of illegal activity;
- (d) Content that violates a copyright, trademark or other legal ownership interest of any other party;
- (e) Accusations that a particular individual is guilty of any criminal conduct or imminent activity;
- (f) False, fraudulent or misleading material or content; and
- (g) Content supporting or opposing political campaigns or ballot measures;
- (h) Harassing and threatening content;
- (i) Tobacco, alcohol or firearms products or services; and
- (j) Religious messages and content.

The City expressly reserves the right to refuse and/or request immediate removal of any advertisement that, in its sole discretion, violates the content prohibitions contained herein.

16. The existing outdoor advertising structures are three (3) poster panels each panel is 10.5 x 22.75, please see attached photos in size and is not electronic. The outdoor advertising structure may not be modified with respect to size, orientation to US 1, number of sign faces, or converted to an electronic/LED billboard without the express written consent of the City of Cocoa City Manager.

17. During the term of this Lease, LESSEE will carry, at its own cost and expense, the following insurance:

(a) Workers' compensation insurance as required by law;

(b) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to One Million Dollars (\$1,000,000) as the combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. LESSEE's CGL insurance shall contain a provision including the LESSOR as an additional insured. Such additional insured coverage:

(1) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors; and

(2) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LESSOR, its employees, agents or independent contractors.

(c) Business or commercial property insurance for loss of LESSEE alterations to the leased premises and LESSEE equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property; and

(d) Automobile liability coverage with coverage limit of not less than \$1,000,000 which will name LESSOR as and additional insured on a primary and non-contributory basis to protect LESSEE from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by LESSEE or by anyone directly or indirectly employed by LESSEE.

All policies for insurance required pursuant to this Section shall be in a form and with an insurer reasonably acceptable to the LESSOR, shall require at least thirty (30) days written notice to the LESSOR of termination or material alteration during the term, and shall waive, to the extent available, any right of subrogation against the LESSOR. If requested by the LESSOR, the LESSEE shall from time to time promptly deliver to the LESSOR certified copies or other evidence of such policies, and evidence satisfactory to the LESSOR that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the LESSEE. The LESSOR does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the LESSOR's interest or liabilities, but are merely minimums.

18. The LESSEE specifically waives and releases the LESSOR from any liability arising from any injury or damages to any property or to any person on or about the leased premises or for any injury or damage to any property of the LESSEE. The leased premises are provided "as is."

19. LESSEE shall pay any and all taxes and assessments levied upon LESSEE's sign and personal property used or kept on the leased premises.

20. Upon termination of this Agreement, LESSEE shall, within thirty (30) days, remove the sign and all equipment and related facilities from the leased parcel and restore the surface of the premises to its original condition. If LESSEE fails to remove the sign and all related equipment and facilities from the leased parcel by the time specified herein, LESSEE shall pay rent to the City in the amount per month as described in Section 2 until such time as the removal is completed. However, notwithstanding anything in the Lease or Section, City shall reserve the right to remove the sign and related equipment and facilities and either dispose of it or store it and charge the costs of same to the LESSEE.

21. LESSEE shall provide for its own utilities and shall be responsible for paying such utilities.

22. Communication and details concerning this Lease shall be directed to the following contact representatives:

Attn: City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922 321-433-8660	Attn: Peter Costanza VP / General Manager 1140 N. Williamson Blvd, Suite 100 Daytona Beach, FL 32114 (386) 258-0206
with copy to	With a copy to:
Anthony A. Garganese, City Attorney Garganese, Weiss, D'Agresta & Salzman, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Melaine Binns Real Estate Manager 1140 N. Williamson Blvd, Suite 100 Daytona Beach, FL 32114 (386) 258-0206 Ext 330

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given three (3) calendar days after the date of mailing. Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

23. The LESSEE shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the leased premises. If any lien or notice of lien on the account of any debt of the LESSEE shall be filed against the leased premises or the property of which the premises is a part, and the LESSEE fails to discharge the fee or notice of lien within twenty (20) days of filing, the LESSOR, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the LESSOR and all costs and expenses (including reasonable attorneys' fees and interest) incurred by LESSOR in connection therewith shall be paid by the LESSEE.

24. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the LESSEE related, directly or indirectly, to this Lease, may be deemed to be a Public Record whether in the possession or control of the City or the LESSEE. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the LESSEE is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's City Manager. Upon request by the City, the LESSEE shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Lease shall at any and all reasonable times during the normal working hours of the LESSEE be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by LESSEE to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Lease by the City upon delivery of a written notice of cancellation. If LESSEE fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to LESSEE's failure to comply with this Section, the City shall collect from LESSEE prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against LESSEE. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the LESSEE's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Lease.

25. This Lease has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Lease and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or are based upon this Lease, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Lease.

26. Should any litigation arise concerning this Lease between the Parties, the Parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

27. The LESSOR intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Lease shall be construed as a waiver of the LESSOR's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the LESSOR's potential liability under state or federal law. LESSEE agrees that LESSOR shall not be liable under this Lease for punitive damages or interest for the period before judgment. Further, LESSOR shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Lease is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Lease.

LESSEE: THE LAMAR COMPANIES

BY:

Peter Cost
Peter Costanzo
VICE-PRESIDENT/GENERAL MANAGER

DATE: 12/15/2020

Address of LESSEE:

1140 N. WILLIAMSON BLVD
SUITE 100
DAYTONA BEACH, FL 32114

Witnesses (LESSEE)

Curtis Muehl

LESSOR: CITY OF COCOA

BY:

Michael C. Blake
Michael C. Blake, Mayor

TITLE

DATE: 12/08/2020

(321) 433-8686

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

W-9 Name (as shown on your Income Tax Return)

PARCEL ID # 24-36-35-00-00755 0-0000 00

Tax ID Parcel # (for land on which sign is located)

Address of LESSOR:

65 STONE STREET
COCOA, FL 32922

Witnesses (LESSOR)

Carrie Muehl

[Signature]

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of December, 2020, by Rita Gentry, the President of The Lamar Companies, on behalf of the company, who is personally known to me or produced [Signature] as identification.

(NOTARY SEAL)

[Signature]
(Melaine Binns)
(Print Name)
Notary Public, State of Florida
Commission No.: [blank]
My Commission Expires: [blank]




STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of December, 2020, by Michael C. Blake, the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced [Signature] as identification.

(NOTARY SEAL)

[Signature]
(Carrie E. Shealy)
(Print Name)
Notary Public, State of Florida
Commission No.: GG102465
My Commission Expires: 8/30/2021



The billboards are leased for \$250 per month or \$3,000 annually or 20% of the net revenue sales (Percentage Rent), whichever is greater. Starting in Year 3, there are 3% rent escalations every three years. The term of the lease is for 10 years commencing on December 8, 2020, and expiring December 31, 2030. At the expiration of the lease, the tenant improvements (poles, billboards, etc.) may be removed by the lessee. The lease stipulates that the lessee or lessor may terminate this lease upon a 30 day written notice.

The appraisal of outdoor billboards is a niche market with limited data of comparable sales. Since the sales comparison approach relies on the principle of substitution, without similar properties available, this approach does not produce credible results. This is the primary reason why the income approach is utilized.

The income approach is based on the principles of anticipation and substitution. In using the income approach to appraise a billboard, the formula for calculating value is:

$$\text{Value} = \text{Income} / \text{Rate} (V = I / R)$$

The first step in calculating the value is to identify the income from market rent, which can be obtained directly from the property owner during the inspection process. The next step is to determine the appropriate capitalization rate. With limited comparable sales information available, the capitalization rate can be determined by analyzing sales with similar uses and applying that rate.

An appropriate cap rate can be determined by recent sales or current listings of billboards. We are not aware of any recent sales, but do have the following listing data:

Billboard Lease Listings:

Lease Comparable 1					
					
Site			Building & Verification		
Name	Billboard # 6529		ID	6529	
Address	4260 N. Courtenay Parkway		Lessor		
City	Merritt Island		Lessee		
Tax ID	24-36-02-00-251.1		Property Major Type	Special Purpose	
Traffic Count	14320		Property Type	Outdoor Sign	
Unit Visibility	Good - Corner location, not signalized		Construction	Steel post, double sided	
Distance	5.9		Comm. Verification Source	Joe Kalata, 321-775-8140	
Leases					
Tenant	Size	Base Rent/SF	Type	Date	Term
Obloy Farms	3,148	\$850/month	Gross - NNN	1/1/2024	2 years
Comments					

This is the lease information for a billboard located at the southeast corner of N. Courtenay Parkway and Hall Road, approximately two miles north of SR 528. The billboard is double-sided and is leased by Obloy Farms Family Ranch and Petting Zoo. The lease began on March 1, 2019 for a two-year term. The lease was originally \$700 per month but as of March 1, 2023, the lease rate was increased to \$850 per month. This includes both sides of the sign.

Lease Comparable 2



Site		Building & Verification	
Name	Billboard # 6530	ID	6530
Address	2000 W. King Street	Lessor	
City	Cocoa	Lessee	
Tax ID	24-36-31-00-257	Property Major Type	Special Purpose
Traffic Count	26590	Property Type	Outdoor Sign
Unit Visibility	Average - Not Corner	Construction	Steel post, double sided
Distance	2.16	Comm. Verification Source	Candace Estabrook, 321-799-3388

Leases					
Tenant	Size	Base Rent/SF	Type	Date	Term
Clear Channel Outdoor	0	\$275/month	Gross	1/1/2024	20 years

Comments

This is the lease information for a billboard located along the north side of W. King Street, (SR 520) in Cocoa, FL. The billboard is double-sided and is not located at a corner. The tenant is ClearChannel Outdoor. The lease commenced January 1, 2011 and is for an initial term of 20 years. The rental rate for the land is \$2,000 per year. Beginning Year 6, (2017) The lease increases to \$3,000 per year or 25% of the billboard's revenue, whichever is greater. In year 11 the lease increases to \$3,300 per year or 25% of the billboard's revenue. In year 16 the lease increases to \$3,500 or 25%. The ownership has granted a perpetual easement that allows for the erection of the billboard, and access to it for maintenance, repair etc. This is the lease rate for the land, the billboard is owned by Clear Channel.

Lease Comparable 3



Site		Building & Verification	
Name	Billboard # 6532	ID	6532
Address	3805 Cheney Highway	Lessor	
City	Titusville	Lessee	
Tax ID	22-35-29-AV-*-7	Property Major Type	Special Purpose
Traffic Count	23940	Property Type	Outdoor Sign
Unit Visibility	Average, no corner, not signalized	Construction	Steel post, double sided
Distance	15.97	Comm. Verification Source	Pat Fischer, 321-268-2000

Leases					
Tenant	Size	Base Rent/SF	Type	Date	Term
Lamar Outdoor	0	\$375/month	Gross - Modified Gross	1/1/2024	Year to year

Comments

This is the lease information for a billboard located at the south side of Cheney Highway in Titusville. It is a large double sided billboard. Lamar Outdoor leases owns the billboard but leases the right to place a billboard on the site. The lease rate is \$4,500 per year. The lease originally began in 2007 and expired in 2012, but the owner now leases it on a year to year basis.

Lease Comparable 4



Site		Building & Verification	
Name	Billboard # 6533	ID	6533
Address	Various	Lessor	
City	Titusville	Lessee	
Tax ID		Property Major Type	Special Purpose
Traffic Count		Property Type	Outdoor Sign
Unit Visibility	Average, no corner, not signalized	Construction	Steel post, single-sided
Distance	19.68	Comm. Verification Source	Billboard Source, Corey

Leases					
Tenant	Size	Base Rent/SF	Type	Date	Term
Asking	0	\$500/month	Gross - Modified Gross	1/1/2024	1 year

Comments					
The is the asking rent for a small billboard of 10' x 22'. The lease rate is \$500 per month, but the typical term is only one to six months.					

Lease Comparable 5



Site		Building & Verification	
Name	Billboard # 6534	ID	6534
Address	350 S. Wickham Road	Lessor	
City	West Melbourne	Lessee	
Tax ID	27-36-25-75-0000D.0-0001.00	Property Major Type	Special Purpose
Traffic Count	32900	Property Type	Outdoor Sign
Unit Visibility	Average, no corner, not signalized	Construction	Steel post, double sided
Distance	17.5	Comm. Verification Source	Mark Angeline, Owner

Leases					
Tenant	Size	Base Rent/SF	Type	Date	Term
Lamar	0	\$333.33/month	Gross - Modified Gross	9/14/2023	10 years

Comments

The is the reported contract rent for a billboard along Wickham Road, with traffic counts of 32,900 vehicles per year. The annual rent is \$4,000 per year, or \$333.33 per month. The lease started on September 14, 2015 and is a 10 year lease expiring in 2025.

Lease Comparable 6



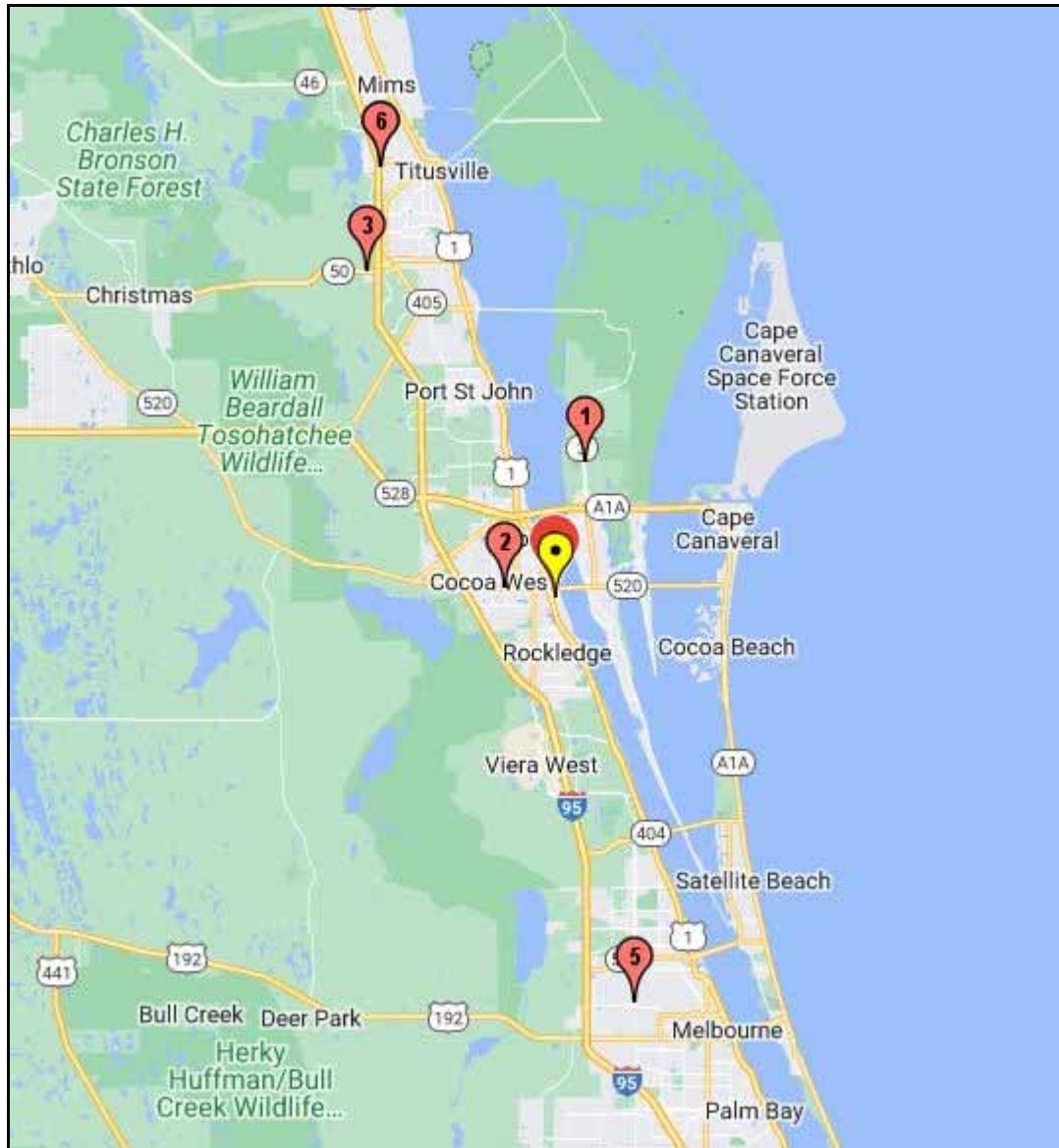
Site		Building & Verification	
Name	Billboard # 6678	ID	6678
Address	Various	Lessor	
City	Titusville	Lessee	
Tax ID		Property Major Type	Special Purpose
Traffic Count		Property Type	Outdoor Sign
Unit Visibility	Average, no corner, not signalized	Construction	Steel post, single-sided
Distance	19.68	Comm. Verification Source	Blue Line Media Sales, 1-800-807-0360

Leases					
Tenant	Size	Base Rent/SF	Type	Date	Term
Asking	0	\$300/month	Gross - Modified Gross	1/1/2024	3 Years

Comments

The is the asking rent for a small billboard of 10' x 20', one side only. The lease rate is \$300 per month. However, the minimum lease is \$5,000, which would equate to 17 months.

Billboard Lease Comparable Map



Legend	Address	City	Distance
Subject	915 Florida Avenue	Cocoa	
Comp 1	4260 N. Courtenay Parkway	Merritt Island	5.90 miles
Comp 2	2000 W. King Street	Cocoa	2.16 miles
Comp 3	3805 Cheney Highway	Titusville	15.97 miles
Comp 4	Various	Titusville	19.68 miles
Comp 5	350 S. Wickham Road	West Melbourne	17.50 miles
Comp 6	Various	Titusville	19.68 miles

Market Rent Reconciliation

Comp #	Address	Year Built	Property Name				
	City/State	Condition	Lessee	Start Date	Lease Term	Lease Type	Rent/Mo.
1	4260 N. Courtenay Parkway Merritt Island, FL	0	Billboard # 6529				
		0	Obloy Farms	3/1/2022	2 years	Gross - NNN	\$850.00
2	2000 W. King Cocoa, FL	0	Billboard # 6530				
		0	Clear Channel Outdoor	1/1/2022	20 years	Gross	\$275.00
3	3805 Cheney Highway Titusville, FL	0	Billboard # 6532				
		0	Lamar Outdoor	1/1/2022	5 years, now Y-Y / 1 year	Gross - Modified Gross	\$375.00
4	Various Titusville, FL	0	Billboard # 6533				
		0	Asking	6/15/2022	1 year	Gross - Modified Gross	\$900.00
5	350 S. Wickham Road West Melbourne, FL	0	Billboard # 6534				
		0	Lamar	9/14/2022	10 years	Gross - Modified Gross	\$333.33
6	Various Titusville, FL	0	Billboard # 6678				
		0	Asking	1/15/2022	1 year	Gross - Modified Gross	\$300.00

The rents range from \$3,300 per year for a billboard along King Street to \$9,900 per year for a billboard at a signalized, corner location. The subject consists of three large billboards, on a high traffic throughfare. Two of the billboards can be seen by south-bound traffic and one is visible to northbound traffic. However, the two boards visible to south-bound traffic are on the east side of S. Cocoa Boulevard. The market rent for the subject billboard is estimated to be toward the lower end of the range, at \$3,000 per year.

Billboard properties are considered to be a specialized use and data concerning an appropriate capitalization rate is scarce. It is important to note for this analysis we do not have any terms for the lease, other than annual rental amount.

The subject's current contract rent for the billboards are \$3,000 annually. Based on the long-term nature of this lease and the data we have on hand; it appears that the current contract rent is likely representative of market rent although near the very low end of the market considering the number of signs involved.

In order to support a rate estimate, we referred to RealtyRates.com. This source is considered to be an authoritative resource for tracking national overall capitalization rates on commercial property. Realty Rates is widely recognized as an authoritative source for capitalization and discount rates, cash flow assumptions, and actual criteria of active investors, as well as property market information. Specific rates for billboard properties are not provided. However, Realty Rates has a category for All Types of Special Purpose Properties.

The most recent investor survey for capitalization rates is summarized below:

INVESTOR SURVEY – 4 th Quarter 2023			
Type	Minimum	Average	Maximum
Overall Capitalization Rates From Survey			
Special Purpose – All Types	6.95%	12.23%	17.85%
Source: RealtyRates.com			

According to signvalue.com, as of January 2024, cap rates for billboards are from 8% to 12%. Based on the survey's average indication, we conclude that a rounded estimate of a 10% overall rate is appropriate for the subject billboard sign income. The following calculation is made:

Income Capitalization	\$3,000 annual income/0.10 = \$30,000
Rounded	= \$30,000

Accordingly, we estimate the value contribution of the commercial billboard on the subject parcel at \$30,000.

Contributory Value of Billboard Lease
Thirty Thousand Dollars
\$30,000

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed.

Summary of Values	
Value Premise	As Is
Date of Value	12/29/2023
Value Type	Market Value
Value Perspective	Current
Interest Appraised	Fee Simple
Land Analysis	\$8,624,000
Income Approach	
Contributing Billboard Value	\$30,000
Value Conclusion:	\$8,654,000

Appraiser's Note: The above value includes the value of the subject parcel at \$8,624,000 and the contributing value of the billboard at \$30,000.

Cost Approach

The Cost Approach to Value is most applicable for new, nearly new, or proposed improvements which represent the Highest and Best Use for the land. A cost approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

The Sales Comparison Approach is most reliable when the market provides an ample supply of improved comparable sales. A sales comparison analysis was considered and was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type. The sales presented are recent, Multi-Family and similar in location, functionality, and with a range of appeal that the subject would fall in between. We believe that the direct sales comparison approach on a per unit basis is far more representative of current market participant actions than any residual analysis that is fluctuating based on various construction cost plans. There is consistency and high correlation between the sales on a per unit basis that strengthen this conclusion. All weight is given to the Sales Comparison Approach in the analysis of the subject property, the concluded value of the subject site is \$8,654,000.

Income Approach – Direct Capitalization

An income approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions. There are three billboards on a portion of the subject site that generates income. We utilized the income approach in our analysis of the billboard income. The concluded value for the value of the Billboard is \$30,000.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of December 29, 2023, subject to the Limiting Conditions and Assumptions of this appraisal.

Value Conclusions						
Premise	Interest Appraised	Effective Date	Value Conclusion	Proposed Units	Price per Unit	Market Exposure
Current As Is Market Value	Fee Simple	12/29/2023	\$8,654,000	616	\$14,000	3-4 Months

Appraiser Note: The above value includes the value of the subject parcel at \$8,624,000 and the contributing value of the billboard, \$30,000.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Jason Christopher Malick, Trainee RI25267, provided significant help in site and building inspection and descriptions, tax and zoning analysis, and research of comparison sales.
10. I, the supervisory appraiser of a registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.
11. As of the date of this report, Matthew Jehs, MAI has completed the continuing education program of the Appraisal Institute.
12. We have both made an exterior inspection with photographs of the property that is the subject of this report.
13. The appraisers have performed a prior appraisal on April 9, 2021 and September 22, 2022. This was disclosed to client prior to engagement. No other appraisals or services regarding the subject property have been completed within the past three-year period preceding acceptance of this assignment.
14. No one provided significant real property appraisal assistance to the person(s) signing this certification.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Jason Christopher Malick
Trainee, RI25267

Addenda

Definitions

Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 15th ed. Chicago: Appraisal Institute, 2020. PDF.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015. PDF.
- The Appraisal Foundation. *2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP)*. Eff. January 1, 2020 through December 31, 2021 PDF.

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary, 6th Edition)

Lease Types

Absolute Net Lease - A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.

Modified Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary, 6th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary, 6th Edition)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 6th Edition)

Stabilized Occupancy

1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand.
2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Professional Qualifications

Matthew W. Jehs

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 22 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

**PROFESSIONAL QUALIFICATIONS
FOR
JASON C. MALICK**

EDUCATION: Bachelor of Arts Business Administration, University of Florida, 2004

LICENSES: State-Registered Trainee Appraiser, RI25267

APPRAISAL COURSEWORK:

Appraisal Principles
Appraisal Procedures
Florida Appraisal Law
15-Hour National USPAP
Income Capitalization Approach
Report Writing and Case Studies
Sales Comparison and Cost Approach
Market Analysis and Highest and Best Use

APPRAISAL EXPERIENCE:

Appraisal experience including Vacant Land, Multi-Family, Single-Family, Industrial, Retail, and other Commercial and Residential Properties

PROFESSIONAL EXPERIENCE:

- September 2021 to Present – Commercial and Residential Trainee, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, FL
- January 2019 to January 2020 – Real Estate Agent Premier Properties and Coldwell Banker Paradise, Indialantic, FL



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



JEHS, MATTHEW W

111 W NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ2806

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



MALICK, JASON CHRISTOPHER

412 E. NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: R125267

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



SERVICE

Purchase Order
 City of Cocoa
 65 STONE ST
 COCOA, FL 32922
 321-433-8833
 Purchasing@cocoafll.gov

**PURCHASE
 ORDER NO.
 081965**

P.O. Date : 12/27/2023

VENDOR PHONE : (321)723-7010

VENDOR NUMBER : 5029

VENDOR ADDRESS : TUTTLE ARMFIELD WAGNER
 APPRAISAL & RESEARCH INC
 111 W NEW HAVEN AVE
 MELBOURNE, FL 32901

SHIP TO : COMMUNITY SERVICES
 COMMUNITY SERVICES
 65 STONE STREET
 COCOA, FL 32922

*Above P.O. # **MUST** Appear on ALL Invoices, Packing Slip and Correspondence*

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/26/2023	0000047676	12/26/2023	CNEUTERMAN/3200
FOB	ACCOUNT NUMBER	PROJECT #	BUYER
COCOA	00132005153400		CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	1.00 SUM	<p>APPRAISAL FOR VACANT LOT AT 915 FLORIDA AVENUE 001 003</p> <p>This is an update of an appraisal done in 2022 for the same location. PO 79924 Update is necessary to send out new RFP for the subject property.</p> <p>Appraisal fee quote for the 4.32 acres vacant land located at the southwest corner of Rosa L. Jones and Florida Avenue, Cocoa, FL 32922. Further Identified at 2426343 Quote - \$2,300</p> <p>Address - 915 Florida Ave.</p>	2,300.0000	2,300.00

TOTAL PURCHASE AMOUNT	\$2,300.00
------------------------------	-------------------



Purchase Order
City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

**PURCHASE
ORDER NO.
081965**

Remit Invoice to:

**CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922**

or

Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -


Purchasing/Contracts Manager

Florida Sales Tax Exemption No. 85-8012621548C-8

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

TERMS and CONDITIONS

1. AGREEMENT:

Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE:

Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY:

With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS:

Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER:

The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS:

City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION:

Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgments, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION:

Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION:

City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled, notwithstanding City's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

10. TAXES:

The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:

Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION:

Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost than in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:

No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements, or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD:

Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY:

The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT:

No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE:

The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall lie in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:

Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids may be rejected and made void by the City.

21. INDEPENDENT CONTRACTOR:

The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS:

In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY:

Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:

If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.