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Scott Ellis

Clerk Of Courts, Brevard County

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Mtg: 0.00		nt Tax: 0.00

CITY OF COCOA/ HAGEN-NICHOLSON PROPERTIES, LLC PRECEDING DEVELOPMENT AGREEMENT

March 8, 2005

→ City of Cocoa
603 Brevard Ave
Cocoa, FL
32922

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EXHIBITS:

A PROPERTY

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese, Esq.
Brown, Garganese, Weiss & D'Agresta,
P.A.
225 E. Robinson Street, Suite 660
Post Office Box 2873
Orlando, FL 32802-2873
(407) 425-9566



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For Recording Purposes Only

CITY OF COCOA/ HAGEN-NICOLSON PROPERTIES, LLC PRECEDING DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of April, 2005, by and between Hagen-Nicholson Properties, LLC, a Florida limited liability company (the "**Developer**") and the City of Cocoa, a municipal corporation created pursuant to the laws of the State of Florida (the "**City**").

RECITALS

1. The **Developer** owns approximately 266.48 acres of property currently located in unincorporated Brevard County, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "**Property**").
2. The **Property** is currently located in unincorporated Brevard County, Florida, and is currently zoned for agricultural uses.
3. The **Developer** has contemplated, considered, and developed plans for the long-range development of the **Property**.
4. The **Property** is currently designated for agricultural uses on Brevard County's Future Land Use Map.

5. The **Developer** desires to create a framework with all necessary governmental agencies, including without limitation, the **City**, to facilitate the orderly development of the entire Property in accordance with the laws of the State of Florida.

6. The **Developer** has proceeded to prepare, and will submit, appropriate applications for the project to be approved by the City of Cocoa, Florida.

7. The **Developer** and the **City** have been jointly investigating the possibility of annexing the Property into the City of Cocoa and processing land use and other approvals under the City of Cocoa Land Development Regulations and other applicable **City** requirements as set forth below.

8. The **Developer** has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

9. The **Developer** will require certain public improvements and infrastructure to facilitate the development of the Property.

10. The **City** has identified the Property as a logical candidate for annexation into the **City** and, as such, the **City** will exercise its planning authority over the Property upon annexation.

11. The **City** has encouraged **Developer** to annex into the **City** and anticipates the continuing permanent benefit which the **City** will receive by virtue of annexing **Developer's** Property and acquiring the right to provide municipal services to **Developer's** Property.

12. The **City** likewise anticipates that the annexation will be beneficial and acknowledges the continuing permanent benefit which the **City** will receive by virtue of its authority, from time to time, to levy taxes, fees, special assessments and user charges that will be paid to the **City** after annexation of the Property, as well as the opportunity that the **City** will have to assist in master planning and facilities planning of property surrounding the Property.

13. The **City** has determined it to be in its best interest to assure **Developer** of the future availability of municipal water and wastewater services for a ten-year period from the effective date of this Agreement, at such times and in such capacities as may be necessary to allow **Developer** to continue to develop the Property as set forth herein; thereafter, in such capacities that the City may have available.

14. The **Developer's** plans for development of the Property as a high-quality, planned unit development is anticipated by the **City** to be of substantial economic benefit to the **City** and its citizens.



15. The **City** has determined that it is feasible to extend into **Developer's** Property police protection, fire protection, solid waste, and water and wastewater services.

16. The **City**, other adjacent property owners, and the region will also benefit from the planning, financing, design, permitting, and construction (hereafter "Provision") of the Beeline Interchange and related interconnected roadway systems.

17. Therefore, in reasonable reliance upon the provision of municipal services and other inducements to annex, **Developer** has filed with the **City** a Petition for Annexation pursuant to Chapter 171, Florida Statutes and the **City** will process an application for amendment to the **City's** Comprehensive Plan and an application for Rezoning.

18. **Developer** and **City** believe that it is in the best interest of each party to enable the Property to continue to be developed as further described herein, in accordance with Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), other applicable Florida Law and the Charter and Code of Ordinances of the City of Cocoa, Florida, and, therefore, **Developer** and **City** agree that this agreement is entered into under the **City's** municipal home rule powers.

19. **City** and **Developer** hereby acknowledge and warrant to the other that this Agreement and any future acts as required hereby are binding and enforceable on the **City** and **Developer** in accordance with their terms. **Developer** hereby further represents that it has the unrestricted right to impose all of the covenants and conditions set forth herein and as contemplated by the **City's** Land Development Regulations.

20. The agreement of the **City** to provide inducements as set forth in this Agreement and be bound by this Agreement, as well as the **City's** assurance to the **Developer** that this Agreement is enforceable against the **City** and that the **City** will not seek to thwart enforcement based on any claim of invalidity based on existing legal precedent in effect on the effective date of this Agreement, are all material inducements to the **Developer** to enter into this Agreement, and the **Developer** would not voluntarily annex into the **City** or enter into this Agreement but for such agreement and assurances by the **City**.

21. **Developer** has already made and will continue to make financial commitments in reliance upon and in contemplation of the annexation, comprehensive plan redesignation, rezoning of the Property, and approval of financial mechanisms to develop the Property.

22. **Developer** is willing to annex if the **City** supports the **Developer's** efforts. However, **Developer** recognizes and acknowledges that such support is subject to due process and statutory requirements to amend the **City's** Comprehensive Plan and



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Future Land Use Map to designate the Property as set forth herein and consistent therewith zone the Property as set forth herein in accordance with applicable **City** requirements.

23. The agreement of the **Developer** to annex the Property into the **City** and to develop the Property as set forth in this Agreement are material inducements for the **City** to enter into this Agreement and the **City** would not enter into this Agreement but for such agreement and assurances by the **Developer**.

24. The parties agree that this Agreement constitutes a development agreement preceding any plan amendment or rezoning of the Property, and **Developer's** duties hereunder constitute a preceding inducement for the proposed amendment to the comprehensive plan and the rezoning.

ACCORDINGLY, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits referenced in this Agreement are hereby deemed a part hereof.

SECTION 2. AUTHORITY. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the **City's** Charter. The parties specifically agree that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Fla. Stat., nor do the provisions of said supplemental act apply to this Agreement.

SECTION 3. ANNEXATION. **Developer** has filed a Petition for Annexation of the Property conditioned upon the prior or concurrent adoption of this Agreement. The **City** has initiated the process to accomplish the annexation in accordance with law.



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SECTION 4. INDUCEMENTS FOR ANNEXATION. The **Developer** is willing to annex the Property to the City of Cocoa in return for the **City's** agreement to cooperate, facilitate, consummate, and implement the following:

4.1 Orderly Development of Land Uses on the Property. The parties agree that the orderly, comprehensively planned and integrated development of the Property is in the best interests of the **Developer** and the **City**. With respect to the Property, the **City** agrees that it will process and review, in accordance with the City of Cocoa Interstate 95 – State Road 528 annexation report, dated June 28, 2005, future land use designations in its Comprehensive Plan consistent with low and medium density residential and rezoning consistent with the RU-1-7 and/or PUD zoning district designations. The **City** finds these land uses and intensities to be consistent with its Comprehensive Plan and Land Development Code. The **City's** processing of these Comprehensive Plan Amendments and rezonings shall be subject to necessary public participation and hearings as required by law and submission of substantial, competent evidence in support thereof.

Developer, however, acknowledges that the **City** and the Florida Department of Community Affairs ("DCA") are currently finalizing a Stipulated Settlement Agreement in DOAH case No. 04-0716GM. In such case, DCA is mandating that the City adopt revised wetland protection policies and that the City create a "conservation" future land use designation. The policies contained in the Stipulated Agreement will apply to the Property to the extent that the Property contains wetlands. The **City** acknowledges that Developer will file a PUD application consistent with this section.



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4.2 Submittal of Applications and Documentation. **Developer** has submitted to the **City** such applications and other documentation and shall comply with such other procedures as may be normally and customarily required by the **City** for comprehensive plan amendments, rezonings, plats, site plans and other development approvals or permits. With respect to the zoning application, the **City** agrees to charge, and **Developer** agrees to pay, the **City's** zoning application fee at the normal and customary amount. The **City** will not charge an application fee to process the comprehensive plan amendment to assign a future land use designation.

4.3 Development. The parties recognize and acknowledge that **Developer** may engage one or more developers or builders, other than **Developer**, to effect the development of the Property, including the sale or long-term lease of all or portions of the Property. The parties hereto further recognize and acknowledge that as the development process proceeds, it may be necessary to amend any attached Exhibits and the **City's** adopted Comprehensive Plan as may be mutually agreed upon by the parties. In accordance with law, the **City** shall do what is reasonably necessary and within its powers and authority to grant and allow development permits and approvals for the orderly development of the Property in accordance with this Agreement.

4.4 Compliance with City Laws and Regulations. Except as otherwise set forth herein, all development of the Property shall be subject to compliance with current existing **City** Land Development Regulations, and with regulations of state, local and federal agencies. Except as otherwise set forth herein, none of the provisions of this Agreement shall be deemed to amend, modify or



otherwise change the provisions of any such ordinance or regulation of the **City** or any other governmental agency. Development of the remainder of the Property shall be subject to the **City's** ordinances, codes, and resolutions as amended from time to time.

4.5 Impact Fees. **Developer** agrees to pay applicable impact fees which may be imposed by the **City** and Brevard County, so long as such fees comply with Florida law.

4.6 Wetland as Open Space. The **City** agrees that the acreage of any wetlands located on the Property may be counted towards any open space acreage requirements of the City, provided a minimum of ten percent (10%) of the Property's predevelopment upland acreage is reserved as useable open space. The parties acknowledge that portions of the lake/conservation/retention areas shown in the Exhibits may be identified as wetlands. **Developer** may use or develop wetlands provided that such use and development is in compliance with all federal, state, county, city, water management district and other applicable local regulations.

4.7 Community Development Districts. The **City** acknowledges in concept that it may be beneficial for **Developer** to create a Community Development District ("CDD") pursuant to Chapter 190, Florida Statutes (or some other similar special taxing district or municipal service taxing unit), for the purpose of providing certain services and capital infrastructure to the Property, to the extent allowed and authorized by applicable law. In the event the **Developer** elects to proceed with a CDD or similar entity, **Developer** shall be responsible for creating the CDD and the **City** and the **Developer** will cooperate in the establishment of such a district or entity. Moreover, should a CDD be created, **Developer** agrees to cooperate with the **City** to determine



whether it is possible and feasible to reimburse the **City** for any costs incurred by the **City** in running utility infrastructure to the Property.

4.8 Water, Wastewater and Reclaimed Water Service. The **Developer** agrees to purchase water and wastewater service (hereafter "Utilities") exclusively from the **City**. In return thereof, the **City** agrees to design, permit, and construct the extension of the Utilities in sufficient capacities to serve phased development of the Property up to the points of connection. The **City** reserves the right to determine the points of connection to the Property line. These off-site utility extensions shall be funded by the **City**, in support of development activities on the Property. The **City** shall proceed with the utility extensions in a timely fashion upon approval of the first subdivision plan for the Project. The **City** shall reserve Utilities in sufficient capacities to serve the Property for a ten (10) year period beginning at the effective date of this Agreement, and the **Developer** shall be required to pay applicable impact fees for Utilities for such portion of the development on the Property as required by **City** regulations at a time when normally due or to time prior to issuance of building permits therefore. Thereafter, upon written request of **Developer**, the **City** may reserve capacity of Utilities in such capacities that the **City** may have available at the time of the request. The parties agree that if reclaimed water service is reasonably and economically available, **Developer** shall connect to the reclaimed water system.

At the **Developer's** election in writing, however, the **Developer** may design, permit, and construct the extension of the utilities required hereunder in order to expedite the process. Said election shall be made no later than the first subdivision plan for the Project. If the election is affirmatively made, the **City** agrees to reimburse



the **Developer** for its actual and reasonable cost to design, permit, and construct the utilities. Reimbursable costs shall not include impact fees and force main capacity charges required by City Code. Prior to permitting, the **Developer** shall submit for approval by the **City** an estimate of the reimbursable costs, in a "not to exceed" value. Reimbursement of any costs in excess of this amount will be subject to review and approval by the City Council.

Subsequent to the approval by the **City** of the estimated reimbursable costs, the **Developer** shall submit monthly invoices of costs actually incurred and due for reimbursement under this Agreement. Written invoices and receipts shall justify the Developer's reimbursable costs. The **City** agrees to remit payment to **Developer** in accordance with the Florida Prompt Payment Act (Section 218.70 et seq., Florida Statutes).

The **Developer** shall complete the first phase of the project to be serviced by the utility extension within five (5) years from date upon which a Certificate of Completion is issued for the utilities or from the date of the **City's** acceptance of the utilities, whichever occurs first ("Utilities Completion Date"). The **Developer** shall complete the remainder of the development project, at a rate of completing a minimum of twenty percent (20%) of the units each year, within five (5) years from the Utilities Completion Date. Should Developer fail to complete the first subdivision or the remainder of the development project in accordance with the aforementioned time frames, the Developer shall pay to the **City** its pro-rata share of the cost to extend the utilities to the **Developer's** Property, as provided in Chapter 22, City Code, as may be amended. **Developer** may request, for good cause shown, an extension of time to complete the



first subdivision project or phase, but in no case shall said extension be for a period in excess of two (2) years. Approval of such time extension is in the sole discretion of the City Council, but shall not be unreasonably withheld. If an extension of time to complete the first subdivision project or phase is granted by the **City**, then the time for completion of the remainder of the development project shall be extended by a time period equal to the extended time period granted for completion of the first subdivision project or phase.

SECTION 5. PROPERTY OWNERSHIP; INDUCEMENT OF CITY SERVICES AND COMMITMENTS.

Based on **Developer's** acknowledgement and representation to the **City** that **Developer** is the owner of the Property and that **Developer** is empowered to enter into this Agreement, the **City** is willing to provide the City services and abide by the commitments hereunder in return for the **Developer's** agreement to cooperate, facilitate, consummate, and implement the following:

5.1 Upon execution of this Agreement by both parties, **Developer** shall diligently process all necessary development permit applications to construct a residential development project on the Property.

5.2 Unless otherwise mutually agreed by the parties in writing, the residential development project shall consist of a maximum of One Thousand (1,000) residential dwelling units with a minimum living area under air of One Thousand Three Hundred (1,300) square feet. Each dwelling unit shall have an approximate minimum fair market value of One Hundred Thirty Thousand Dollars (\$130,000.00) ranging up to approximately Two Hundred Ten Thousand Dollars (\$210,000.00) (average \$170,000.00) at the time of construction.



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SECTION 6. AGRICULTURE, AQUACULTURE, HORTICULTURE OR

SILVICULTURE OPERATIONS. Prior to the **City** rezoning the Property, the **City** agrees that the **Developer** including its lessees, licensees, affiliates, or subsidiaries, may initiate or continue, as applicable, agricultural, aquacultural, horticultural or silvicultural operations on the Property. After any zoning has been approved for a portion of the Property, all agricultural, aquacultural, silvicultural and horticultural operations within the area of the Property subject to the zoning may continue as permitted uses if the new zoning category allows such uses or as nonconforming "grandfathered" uses under the City Code on the condition that **Developer** identify such existing uses in writing prior to the rezoning becoming effective. As to silviculture, **Developer** may continue its silviculture operation within any area of the Property provided that twenty percent (20%) of the trees in the area of the Property is retained.

SECTION 7. EXPLORATION RIGHTS. The **City** agrees that to the extent permitted by law or regulation, **Developer** including its lessees, licensees, affiliates, or subsidiaries may explore the Property for oil, gas and minerals subject to proper permitting by the appropriate regulatory agencies.

SECTION 8. AD VALOREM TAXATION. This Section is subject to the conditions contained in Section 6 of this Agreement. Substantially all of the Property is assessed as agricultural by the Brevard County Property Appraiser and qualifies for that classification. **City** will permit uses that will allow **Developer** to maintain the agricultural tax status of those portions of the Property currently assessed agricultural. The **City** agrees that it shall take no action without the written consent of **Developer** which would affect or impair **Developer's** ability to continue to obtain the agricultural status for its



lands which otherwise qualify by law for assessment as agricultural. The **City** acknowledges that **Developer's** ability to continue to obtain the agricultural assessment on those portions of its Property once annexed to the **City** was an important factor in the decision of **Developer** to annex the Property into the **City**.

SECTION 9. DUE DILIGENCE. The **City** and **Developer** further covenant that they shall immediately commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The **City** shall further provide all municipal services available and provided by the **City** to the Property as are needed by **Developer** from time to time in accordance with the **City's** applicable policies for the provision of said services.

SECTION 10. DEVELOPMENT RIGHTS. **Developer** shall have the right to use and develop the Property as described in this Agreement. Furthermore, **Developer** does not waive any right to use or develop the Property arising under the City Code, common law or the laws of the State of Florida.

SECTION 11. TERM; CONDITIONS SUBSEQUENT. Except as specified below, this Agreement and the annexation contemplated herein shall become effective upon the annexation of and expiration of an applicable appeals period of the ordinance annexing the Property. Should the annexation ordinance not become effective, then either party may terminate this Agreement by written notice and be relieved of their respective obligations under this Agreement.

SECTION 12. DEFAULT; ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and



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specific performance. In the event either party is required to enforce this Agreement, by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal and alternative dispute resolution levels.

SECTION 13. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 14. BINDING EFFECT; ASSIGNABILITY. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be freely assignable by the **Developer** to various successive owners without the need for consent by the **City**. **Developer** shall, however, provide written notice to the **City** of any and all such assignees. However, at such time **Developer** no longer has a fee simple ownership interest in the Property, this Agreement shall be deemed assigned to the successive owners of the Property. The parties hereby covenant that they will enforce this Agreement and that is a legal, valid and binding agreement.

SECTION 15. RECORDATION. A copy of this Agreement shall be recorded by the **Developer** at the **Developer's** expense, in the Public Records of Brevard County, Florida, upon taking effect. Upon receipt of the recorded Agreement, **Developer** shall promptly provide a copy of the recorded Agreement to the City Manager and City Attorney .

SECTION 16. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this



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Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 17. ARMS LENGTH NEGOTIATION. This Agreement is the result of mutual arms length negotiations between the parties. Accordingly, this Agreement shall be construed equally between the parties.

SECTION 18. WAIVER; REMEDIES. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

SECTION 19. EXHIBITS. All exhibits referenced herein and attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 20. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO CITY:

City Manager
City of Cocoa
P.O. Box 1750
Cocoa, Florida 32922



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COPY TO: Anthony A. Garganese
Brown, Garganese, Weiss, & D'Agresta, P.A.
City Attorney
City of Cocoa
Post Office Box 2873
Orlando, Florida 32802-2873

AS TO DEVELOPER: Hagen-Nicholson Properties, LLC
c/o Terry D. Hagen
636 N. Rio Grande Avenue
Orlando, FL 32805

COPY TO: Jason W. Searl, Esquire
400 West Church Street
Orlando, Florida 32801

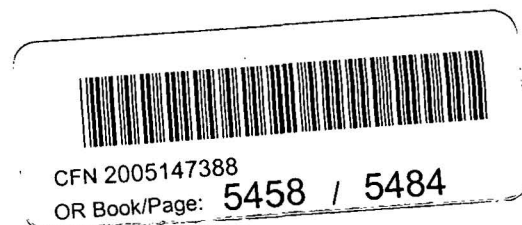
Each party may amend the aforementioned persons and addresses by written notice to the other party.

SECTION 21. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties relevant to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written with respect to said subject matter, except as herein contained.

SECTION 22. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 23. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 24. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver of the CITY'S right to sovereign immunity under



Section 768.28, *Florida Statutes*, or any other limitation on the **CITY'S** potential liability under state and federal law.

SECTION 25. CITY'S POLICE POWERS. **DEVELOPER** agrees and acknowledges that the **CITY** hereby reserves all police powers granted to the **CITY** by law. In no way shall this Agreement be construed as the **CITY** bargaining away or surrendering its police powers.

SECTION 26. ADDITIONAL PERMITS. The failure of this Agreement to address any particular **CITY**, county, state, and federal permit, condition, term, or restriction shall not relieve **DEVELOPER** or the **CITY** of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 27. DEVELOPMENT PERMITS APPROVALS BY CITY. Nothing herein shall limit the **CITY'S** authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. In addition, nothing herein shall be construed as granting or creating a vested property right or interest in **DEVELOPER** or on the Property.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.



[This part intentionally left blank]

Signed, sealed and delivered before
these witnesses:

DEVELOPER:
"HAGEN"

HAGEN-NICHOLSON PROPERTIES,
LLC, a Florida limited liability
company

[Signature]
Print Name: Jennifer Merritt
Jason W. Searl
Print Name: Jason W. Searl

By: [Signature]
Print Name: Terry D. Hagen
As Its: Managing member

CORPORATE SEAL

STATE OF Florida
COUNTY OF Seminole

SWORN to and subscribed freely and voluntarily for the purposes therein
expressed before me by Terry D. Hagen, as Managing member of HAGEN-
NICOLSON PROPERTIES, LLC, a Florida limited liability company, known to me to be
the person described in and who executed the foregoing, this 28th day of
March, 2005. He/she is personally known to me or has produced
_____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
28th day of March, 2005.



Jason W. Searl
Commission # DD381730
Expires December 26, 2008
Bonded Tray Pair • Insurance, Inc. 888-888-7818

AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public
Jason W. Searl
(Print Notary Name)
My Commission Expires: _____
Commission No.: _____



ATTEST

By: [Signature]

[SEAL]

CITY:

CITY OF COCOA, a Florida
municipal corporation

By: [Signature]

Print: Michael C. Blake

Title: Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 13th day of April, 2005, by Michael C. Blake, Mayor of the City of Cocoa, a municipal corporation under the laws of the State of Florida, on behalf of the City. Who is personally known to me or has produced (type of identification) as identification and (did/did not) take an oath.

[Signature]
Signature of Notary Public
Laura M. Mulholland

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

AFFIX NOTARY STAMP



Laura M. Mulholland
Commission # DD377576
Expires January 26, 2009
Bonded Troy Pain - Insurance, Inc. 800-365-7019



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EXHIBIT "A"

Ordinance No. _____ - 2005



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LEGAL DESCRIPTION: (PER SURVEYOR)

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST; THENCE NORTH 01°15'06" WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ST A 50' DEDICATED RIGHT-OF-WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°44'07" WEST, ALONG SAID LINE, 2113.38 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95); THENCE NORTH 18°18'53" WEST, ALONG SAID LINE, 109.59 FEET; THENCE NORTHERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72, A DELTA OF 18°07'00", AN ARC DISTANCE OF 1178.06; THENCE TANGENT TO SAID CURVE, NORTH 00°11'53" WEST, 205.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 528 (BEELINE EXPRESSWAY); THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49, A DELTA OF 56°36'47", AN ARC DISTANCE OF 593.33; THENCE TANGENT TO SAID CURVE, NORTH 56°24'54" EAST, 1093.61 FEET THENCE EASTERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 600.49, A DELTA OF 32°11'38", AN ARC DISTANCE OF 337.41; THENCE TANGENT TO SAID CURVE, NORTH 88°36'31" EAST, 1179.23 FEET THENCE EASTERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5579.58, A DELTA OF 16°24'08", AN ARC DISTANCE OF 1597.28; THENCE TANGENT TO SAID CURVE, SOUTH 74°59'21" EAST, 723.19 FEET; THENCE SOUTH 00°04'37" EAST, 1069.93 FEET; THENCE NORTH 89°52'22" WEST, 618.77 FEET; THENCE SOUTH 00°07'14" EAST, 1273.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID JAMES ROAD; THENCE NORTH 89°51'39" WEST, 2003.10 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BREVARD COUNTY, FLORIDA, CONTAINING 266.48 ACRES.