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City of Cocoa
&
First National Real Estate Company,
Gigi II, LLC and
Jacob Aaron Corp.
Pre-Annexation Development Agreement

City Clerk
65 Stone St
Cocoa FL
32922

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EXHIBITS:

A SKETCH AND LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

For Recording Purposes Only

**CITY OF COCOA/
First National Real Estate Company.
PRE-ANNEXATION DEVELOPMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of November, 2019, by and between First National Real Estate Company, a Florida corporation successor by merger with Cape Canaveral Heights Property, Inc., Gigi II, LLC, a Florida limited liability company, and Jacob Aaron Corp., a Florida corporation (collectively, the "**Developer**") and the City of Cocoa, a municipal corporation created pursuant to the laws of the State of Florida (the "**City**").

RECITALS

The **Developer** owns approximately 122.58 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**").

The **Property** is currently located in unincorporated Brevard County, Florida.

The **Developer** has contemplated, considered, and developed plans for the long-range development of the **Property**.

1. 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.

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

3. 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.

4. 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.

5. 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.

6. 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.

7. The **City** has determined it to be in its best interest to assure **Developer** of the future availability of municipal water.

8. Pursuant to the regulations set forth in City of Cocoa Code, Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, the **Developer's** plan to submit development permit applications to develop the Property as a high-quality, residential planned unit development, which the **City** anticipates will be of substantial economic benefit to the **City** and its citizens.

9. Therefore, in reasonable reliance upon the provision of municipal services and other inducements to annex, **Developer** has filed with the **City** several Irrevocable Petitions to Annex Real Property into the City of Cocoa, Florida, pursuant to Chapter 171, Florida Statutes (collectively "Petition for Annexation") and the City will process an application for amendment to the **City's** Comprehensive Plan and an application for Rezoning.

10. **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.

11. **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.

12. **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 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.

13. 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.

14. 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**.

15. 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 **Developer** to enter into this Agreement and the **Developer** would not enter into this Agreement but for such agreement and assurances by the **City**.

16. 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 106, 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 previously initiated the process to accomplish the annexation in accordance with law by filing an Annexation Study Report dated and approved by the City Council on October 9, 2019 with the Brevard County Commission in accordance with Section 171.042, Florida Statutes.

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 the future land use designations in its Comprehensive Plan consistent with low density residential and rezoning consistent with the Planned Unit Development 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. The PUD rezoning is also subject to **Developer** diligently preparing and submitting for **City** consideration and approval acceptable preliminary and final development plan applications in accordance with Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District, and **Developer** acknowledges and agrees that approval of a PUD zoning designation by the City Council shall be contingent upon Developer submitting acceptable preliminary and final development plans.

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.

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 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 Wetlands as Open Space. The City agrees that the acreage of any preserved wetlands located on the Property may be counted towards any open space acreage requirements of the City subject to the requirements of Appendix A-Zoning, Article XI, Section 17 (PUD) Planned Unit Development District. Access improvements to a preserved wetland such as a recreational boardwalk, path or trail installed through the wetlands area, will be credited towards open space for the width of the boardwalk, path or trail and 50 feet (25 feet on each side) into the wetland. However, if the boardwalk, path or trail is installed in the upland buffer of the wetland then the open space credit shall apply only to the width of the boardwalk, trail, or path and 25 feet on the wetland side. The parties acknowledge that portions of the lake/conservation/retention are as shown in the Exhibits may be identified as wetlands. Developer may use, impact or develop wetlands provided that such use, impact and development is in compliance with all federal, state, city, and water management district regulations.

4.7 Reserved.

4.8 Water, Wastewater and Reclaimed Water Service. The Developer agrees to purchase water service (hereafter "Utilities") exclusively from the City as available.

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 PUD development project on the Property.

5.2 Unless otherwise mutually agreed by the parties in writing, the residential development project shall consist of a Planned Unit Development (PUD) rezoning application including the following characteristics:

A maximum density of 4 dwelling units (d.u.) per gross acre.

Minimum lot widths of 50'.

Minimum Lot Size of 5,000 square feet.

Minimum of one (1) enclosed parking space and two (2) driveway spaces.

4' wide sidewalks along interior roadways.

Preserved wetlands shall be counted as open space acreage on a one to one per acre or (fraction thereof) basis in accordance with Section 4.6 of this Agreement.

Minimum internal roadway drive lane width of 11', or 22' for a two way street.

SECTION 6. 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 7. 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 8. 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 be adopted within six (6) months of the City Council adopting this Agreement or become effective after adoption by the City Council, then either party may terminate this Agreement by written notice and be relieved of their respective obligations under this Agreement. In addition, the Developer may also simultaneously terminate the Petition for Annexation by providing the City with written notice of said termination.

SECTION 9. 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 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 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

SECTION 11. 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 12. RECORDATION. A copy of this Agreement shall be recorded by the City at the Developer's expense, in the Public Records of Brevard County, Florida, upon

taking effect. Upon receipt of the recorded Agreement, City shall promptly provide a copy of the recorded Agreement to the Developer.

SECTION 13. 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 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 14. 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 15. 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, nor 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 16. 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 17. 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
65 Stone Street

Cocoa, Florida 32922

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

AS TO DEVELOPER: First National Real Estate Company
2601 Biscayne Blvd
Miami FL 33137

COPY TO: Kimberly Rezanka, Esq
Cantwell & Goldman, P.A.
96 Willard Street
Suite 302
Cocoa, Florida 32922

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

SECTION 18. 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 19. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 20. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

SECTION 21. 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 22. 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 23. 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 24. 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.


SECTION 25. TAX PARCEL 24-35-28-00-01. Tax Parcel 24-35-28-00-01 is owned by **First National Real Estate Company**. Said parcel is located on the north and south side of an existing 100 foot Florida Power & Light Easement. As owner of said Parcel, **First National Real Estate Company** is requesting that a portion of the aforementioned parcel be annexed into the City of Cocoa, Florida lying south of the Florida Power & Light Electric Easement and identified in the Annexation Report prepared by the City of Cocoa, dated October 9, 2019. In furtherance of this annexation request, **First National Real Estate Company** hereby represents and warrants to the City of Cocoa that it is exercising its statutory right to waive the requirement under Section 171.0413(3), Florida Statutes, that prohibits the City of Cocoa from annexing a severed, separated, divided, or partitioned parcel of land owned by a corporation. Said waiver is given voluntarily in order to allow the City of Cocoa to proceed with **Developer's** request to annex the Property south of the Florida Power & Light Electric Easement identified in the Annexation Report including the relevant portion of Parcel 24-35-28-00-01.

[Signature Pages to Follow]


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

Signed, sealed and delivered before these witnesses:


Print name: Susan M. Gordon


Print name: KENNETH M. GORDON

DEVELOPER
First National Real Estate Company
a Florida Corporation


By 
Name: Roger Miller
As Its: President

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami-Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of First National Real Estate Company, a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.


WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.



Signature of Notary Public
Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____




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

Signed, sealed and delivered before these witnesses:


Print name: Roger Miller


Print name: Michelle Miller

DEVELOPER
Gigi II, LLC, a Florida limited liability company


By 
Name: Adam Gersten
As Its: Manager

Corporate Seal

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Adam Gersten as Manager of Gigi II, LLC, a Florida limited liability company, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.


Signature of Notary Public
Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____



Signed, sealed and delivered before these witnesses:

[Signature]
Print name: Susan McGordon

[Signature]
Print name: KENNETH M GORDON

DEVELOPER
Jacob Aaron Corp., a Florida Corporation

By [Signature]
Name: Roger Miller
As Its: President

Corporate Seal

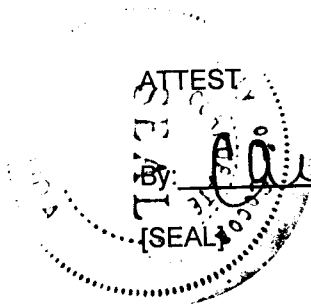
STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Miami Dade

Sworn to and subscribed freely and voluntarily for the purposes therein expressed before me by Roger Miller as President of Jacob Aaron Corp., a Florida Corporation, known to me to be the person described in and who executed the foregoing, this 5 day of Nov, 2019. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of Nov, 2019.

[Signature]
Signature of Notary Public
Name: Antonio Rodriguez
My Commission Expires: 11-17-20
Commission No. _____





ATTEST

By: [Signature]
City Clerk

CITY:

CITY OF COCOA, a Florida municipal corporation

By: [Signature]
Jake Williams, Jr., Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 13 day of November, 2019, by Jake Williams, Jr., Mayor of the City of Cocoa, a municipal corporation under the laws of the State Florida, on behalf of the City. Who is personally known to me and did take an oath.

[Signature]
Signature of Notary Public

Name: Monica Arsenault
My Commission Expires: 6-16-20
Commission No. GG 003349



MONICA R. ARSENAULT

MY COMMISSION # GG 003349

EXPIRES: June 16, 2020

Bonded Thru Budget Notary Services

EXHIBIT "A"

CITY OF COCOA ANNEXATION AGREEMENT

LEGAL DESCRIPTION OF PARCELS LOCATED WITHIN BREVARD COUNTY, FLORIDA TO BE ANNEXED

24-35-28-00-01
24-35-28-00-45
24-35-28-00-752
24-35-28-00-756
24-35-28-00-774
24-35-28-00-7
24-35-28-00-47
24-35-28-00-754
24-35-28-00-766
24-35-28-00-779
24-35-28-00-789
24-35-28-00-794
24-35-28-00-803
24-35-28-00-17
24-35-28-00-56
24-35-28-00-758
24-35-28-00-770
24-35-28-00-780
24-35-28-00-790
24-35-28-00-795
24-35-28-00-806
24-35-28-00-20
24-35-28-00-57
24-35-28-00-760
24-35-28-00-771
24-35-28-00-781
24-35-28-00-791
24-35-28-00-796
24-35-28-00-28
24-35-28-00-61
24-35-28-00-763
24-35-28-00-772
24-35-28-00-782
24-35-28-00-792
24-35-28-00-797
24-35-28-00-46
24-35-28-00-71
24-35-28-00-764
24-35-28-00-778
24-35-28-00-786
24-35-28-00-793
24-35-28-00-798